



BID PROPOSAL
CDBG Park Improvements Senior Facility Project
3744 Route 44, Millbrook, NY 12545

Bid Submitted to:

Town of Washington
10 Reservoir Dr, PO Box 667
Millbrook, NY 12545

Bid Submitted by:

(Name)

(Address)

(Telephone Number)

(Contact Person)

(Email address)

1. I/We do hereby declare that I/we have carefully examined the Invitation to Bidders, the Plans and the Specifications relating to the above entitled project, and have also examined the site and the existing building affected by the proposed construction.
2. I/We do hereby offer and agree to furnish all materials, labor, tools, implements, and transportation to construct, perform and execute all work in the above titled matter in accordance with the plans, drawings and specifications relating thereto.
3. I/We do hereby agree that I/we will execute a contract therefore, containing all the terms, conditions, provisions and covenants necessary to complete the work according to the drawings and specifications therefore, within seven (7) business days after the award of the Contract.
4. I/We do also declare and agree I/we will commence the work within seven (7) days after the contract execution, and will complete the work fully and in every respect on or before the time specified in said contract.

5. I/We agree to carry the following insurances for the duration of the project:

Builder's Risk.....	Completed Building Limit =	\$1,000,000.00
General Liability.....	Limit =	\$1,000,000.00/per occurrence
		\$2,000,000.00/aggregate
Automobile Liability.....	Combined Single Limit =	\$1,000,000.00
Commercial Umbrella.....	Limit =	\$1,000,000.00
Workman's Compensation....	As mandated by New York State	

6. The project must include current prevailing wage rates

7. All bidders are required to post a bid bond in the amount of 5% of their bid.

8. The successful bidder will be required to post a Performance Bond in an amount equal to the construction contract.

9. I/We agree that the Town of Washington reserves the right to select any one, combination of or all the bid items in this proposal for the contractor to complete without affecting any of the bid prices.

10. **Qualifications of Bidders:** To demonstrate qualification to perform the work, each bidder must be prepared to submit within five days after bid opening upon the owner's request detailed written evidence such as financial data, previous experience, present commitments and other such data that may be called for.

11. Neither the owner nor the architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bids.

12. **Bid due date: Thursday, January 3rd, 2025 at Noon**

13. All technical questions are to be directed by email to the Project Architect: Edmond G. Loedy, Architect PC, Millbrook, NY Email: Ed@edloedyarchitect.com

14. **CONTRACT TIMES:**
 - Legal Notice sent to Poughkeepsie Journal by Friday, December 6th noon for publication on Monday, December 9 and Sunday, December 15st, 2024
 - Site Visit for contractors: Thursday December 19th, 2024
 - Bids: Due date: Thursday January 3rd, 2025 noon
 - Bid openings: Thursday, January 3rd, 2025 noon
 - Bids go to Dutchess County for review to ensure low bidder is accessible: Email January 3rd, 2025 with a request for a response by Friday, January 7, 2025

- Bids go to Ed/Beth for review with a request for response by Friday, January, 7th, 2025
- Town board awards bid to the low bidder at Board meeting on Thursday, January 9th, 2025
- Town Clerk sends letter of award and contract to the contractor: January 10, 2025
- Contract and performance Bond is due to the Town from the contractor January 17, 2025
- Required pre-construction site visit with contractor, town and architect: Between January 17-24, 2025
- Town provides the contractor with notice to proceed: January 24. This notice gets delayed if the contract and performance bond is not received by the Town on January 17th 2025.
- **Project completion date: April 30, 2025**

15. The Recreation director will provide access to the Town Park. The contractor shall keep all pathways, driveways, and entrances free and clear of any obstacles that would inhibit public access.

16. **Statement of Non-Collusion:** Bidders are required to execute the non-collusive bidding certificate Presented within the bid documents, pursuant to Section 103d of the General Municipal Law of the State of New York.

17. **GENERAL CONSTRUCTION (BASE BID):**
 Total Bid for all labor, equipment, materials and installation.
 (Project 2309: T-1, S-1, A-1, A-2, A-3, A-4, E-1.)

Price in words: _____

Price in figures: _____

18. **ADD ALTERNATE #1:**
 The total cost to provide labor, equipment and materials to trench to the existing water supply line and lower the total line depth to below the frost line.

Price in words: _____

Price in figures: _____

19. **ADD ALTERNATE #2:**
 The total cost to provide labor, equipment and materials to install all light fixtures labeled as "B" on the floor plan.

Price in words: _____

Price in figures: _____

20. **ADD ALTERNATE #3:**

The total cost to provide labor, equipment and materials to install all ceiling fans noted on the floor plan.

Price in words: _____

Price in figures: _____

21. **ADD ALTERNATE #4:**

The total cost to provide labor, equipment and material to install external heat pumps in the alternate locations noted on the floor plan.

Price in words: _____

Price in figures: _____

(note: In case of any discrepancies between the price in words and that in figures, the price in words will be considered the price bid.)

22. I/We hereby further agree that this proposal is a firm bid and shall remain in effect for a period of thirty (30) days from the date of the submittal of bids, and the Town of Washington will accept or reject this proposal, or this period may be extended by mutual agreement.

CONTRACTOR/COMPANY: _____

Address: _____

Telephone: _____ Contract Person: _____

Signature: _____ Date: _____

(Legal Name of Bidder, Partner or Corporate Officer)

By: _____

(Authorized Signature)

(Date)

Corporate Seal (if incorporated)

All bids **must** be delivered to the Town Hall in a sealed envelope labeled "2024 CDBG Bid" on or
Before **Thursday, January 3rd, 2025 at Noon**

**Bids may be hand delivered to Chistine Briggs, Washington Town Clerk, Town Hall,
10 Reservoir Dr, Millbrook, NY 12545**

OR

Sent to: Christine Briggs, Town Clerk, Town of Washington, PO Box 667, Millbrook, NY 12545

CDBG PARK IMPROVEMNETS SENIOR FACILITY PROJECT

3744 ROUTE 44
MILLBROOK, NY 12545

EDMOND G. LOEDY, ARCHITECT P.C.

ABBREVIATIONS

A	A.F.F. • ABOVE FINISHED FLOOR ACDU. • ACUSTICAL ALUM. • ALUMINUM ARCH. • ARCHITECT ASPH. • ASPHALT e • AT
B	B/O • BOTTOM OF BBD • BASEBOARD BLDG • BUILDING BLK. • BLOCK BOT. • BOTTOM BSMT. • BASEMENT
C	CD • CONSTRUCTION DOCUMENTS C.H. • CEILING HEIGHT (FINISHED) CAB • CABINET CB • CATCH BASIN CIP • CAST IRON PIPE C.J. • CONSTRUCTION JOINT C.L. • CENTERLINE CLG • CEILING CLO. • CLOSET CLR. • CLEAR CMU • CONCRETE MASONRY UNIT CO • CLEAN OUT COL. • COLUMN CMP. • COMPACTED CNC. • CONCRETE CNST. • CONSTRUCTION CNT. • CONTINUOUS CNTR. • CONTRACTOR CT • CERAMIC TILE
D	D/W • DISHWASHER DBL. • DOUBLE DEMO • DEMOLITION DET. • DETAIL DIA. • DIAMETER DIAG. • DIAGONAL DIM. • DIMENSION DL • DEAD LOAD DN. • DOWN DR • DOOR DWG. • DRAWING
E	E.I.F.S. • EXTERIOR INSULATION & FINISH SYSTEMS EA • EACH ELEC. • ELECTRIC ELEV. • ELEVATION EPDM • ETHYLENE PROPYLENE DIENE MONOMER EQ. • EQUAL EQUIP. • EQUIPMENT EST. • ESTIMATE EXIST./EX. • EXISTING EXT. • EXTERIOR
F	F.F. • FINISH FLOOR F.E. • FIRE EXTINGUISHER F.D. • FACE OF F.D. • FLOOR DRAIN FIN. • FINISH FIN. FL. • FINISH FLOOR FL • FLOOR FOUND. • FOUNDATION FTG. • FOOTING
G	G.C. • GENERAL CONTRACTOR GA. • GAUGE GAL. • GALLON GALV. • GALVANIZED GFI • GROUND FAULT INTERRUPTER GL • GLASS GWB • GYPSUM WALL BOARD

H	H.M. • HOLLOW METAL HC • HANDICAP HB • HOSE BIB HORIZ. • HORIZONTAL HR • HOUR HVAC • HEATING, VENTILATING AND AIR CONDITIONING
I	INSUL. • INSULATION INT. • INTERIOR
L	LAV • LAVATORY LIN. • LINEN LT. • LIGHT LVL • LAMINATED VENEER LUMBER
M	M.H. • MANHOLE M.O. • MASONRY OPENING MBR • MASTER MAT'L • MATERIAL MAX. • MAXIMUM MECH. • MECHANICAL MFR. • MANUFACTURER MIN. • MINIMUM MISC. • MISCELLANEOUS MTL. • METAL
N	N.I.C. • NOT IN CONTACT N.T.S. • NOT TO SCALE NFC • NOT FOR CONSTRUCTION NO. • NUMBER NOM. • NOMINAL
O	O.A. • OVERALL O.C. • ON CENTER OH. • OVER HANG OH • OVER HEAD OPG • OPENING OPP • OPPOSITE
P	P.L. • PROPERTY LINE P.R. • POWDER ROOM PART. • PARTITION PERP. • PERPENDICULAR P. • PLATE PLYWOOD • PLYWOOD POLY • POLYETHYLENE P.R. • POWDER ROOM PREFAB. • PREFABRICATED PROJ. • PROJECTION PSF • POUNDS/SQUARE FOOT PSI • POUNDS/SQUARE INCH PSL • PARALLEL STRAND LUMBER PT • PRESSURE TREATED PVC • POLY VINYL CHLORIDE
Q	QTY. • QUANTITY
R	R. • RADIUS R.D. • ROOF DRAIN R.O. • ROUGH OPENING R.O.W. • RIGHT OF WAY RE BAR • REINFORCING BAR REF. • REFRIGERATOR REINF. • REINFORCED REQ'D • REQUIRED REV. • REVISION RM • ROOM RDB • RUN OF BANK R.W.A. • REVIEW WITH ARCHITECT

S	S.D. • SMOKE DETECTOR SAC • SUSPENDED ACUSTICAL SC • SCHEDULE SECT. • SECTION SH • SHEATHING SHT'G • SIMILAR SIM. • SLIDING GLASS DOOR SGD • SPECIFICATIONS SQ. FT. • SQUARE FEET SQ. IN. • SQUARE INCHES SS • STAINLESS STEEL STL. • STEEL STD. • STANDARD STDR • STORAGE SUSP. • SUSPENDED SYS. • SYSTEM
T	T&G • TONGUE & GROOVE T/O • TOP OF T.O.C. • TOP OF CONCRETE T.O.P. • TOP OF PLATE T.O.S. • TOP OF STEEL T.O.W. • TOP OF WALL THD. • THREADED TYP. • TYPICAL TTD. • TOILET TISSUE DISPENSER
U	UNF. • UNFINISHED UND. • UNLESS NOTED OTHERWISE
V	V.B. • VAPOR BARRIER V.C.T. • VINYL COMPOSITE TILE V.C.B. • VINYL COVE BASE V.T. • VINYL TILE V.I.F. • VERIFY IN FIELD V.S.B. • VINYL STRAIGHT BASE V.W.F. • VINYL WALL FABRIC VERT. • VERTICALLY
W	W.C. • WATER CLOSET W.P. • WATERPROOF W.W.M. • WELDED WIRE MESH W/ • WITH W/O • WITHOUT WCT • WAINSCOTING WD. • WOOD WT. • WEIGHT
Y	YD. • YARD

SYMBOLS

	SECTION NUMBER SHEET NUMBER BUILDING/WALL SECTION MARK
	DETAIL MARK
	DOOR TAG
	WINDOW TAG
	ROOM TAG
	ELEVATION/DATUM POINT
	SHEET NUMBER DIRECTION ELEVATION NUMBER INTERIOR ELEVATION
	PLUS OR MINUS APPROXIMATE DIMENSIONS
	DIMENSION TO CENTER
	DIMENSION TO FACE

MATERIALS LEGEND

	• CONCRETE
	• CONCRETE MASONRY UNIT (CMU)
	• BRICK
	• BATT INSULATION
	• OPEN-CELL SPRAY FOAM INSULATION
	• RIGID INSULATION
	• WOOD
	• METAL / STEEL
	• POROUS FILL
	• EARTH
	• STUD WALLS OR PARTITIONS (PLAN)
	• EXISTING TO BE REMOVED

DRAWING LIST

T-1	• TITLE PAGE
S-1	• SITE PLAN HANDICAP SIGN DETAIL
E-1	• ELECTRICAL PLAN
A-1	• FLOOR PLAN SECTION POST DETAIL PARTITION WALL DETAIL
A-2	• NORTH ELEVATION EAST ELEVATION ROOF PLAN
A-3	• WEST ELEVATION SOUTH ELEVATION
A-4	• SPECIFICATIONS

GENERAL NOTES

- ALL WORK SHALL CONFORM TO ALL STATE AND APPLICABLE CODES AND ORDINANCES.
- CONTRACTOR IS TO REQUEST CLARIFICATION FROM THE ARCHITECT REGARDING ANY ERRORS, OMISSIONS, OR DISCREPANCIES, IF ANY, FOUND IN THE CONSTRUCTION DOCUMENTS BEFORE PROCEEDING WITH THE SAID WORK.
- NO DRAWING IS TO BE SCALED; USE DIMENSIONS ONLY.
- DIMENSIONS ARE TAKEN FROM FACE OF MASONRY/CONCRETE OR WOOD FRAMING MEMBERS UNLESS OTHERWISE INDICATED.
- CONTRACTOR IS TO OBTAIN AND PAY FOR ALL REQUIRED LOCAL PERMITS BEFORE WORK CAN COMMENCE.
- ITEMS NOT NOTED, BUT IMPLIED AS NECESSARY FOR THE PERFORMANCE OF THE CONTRACT, ARE CONSIDERED PART OF THE WORK.
- ALL MATERIAL AND WORKMANSHIP IS TO BE GUARANTEED BY THE CONTRACTOR TO BE FREE FROM DEFECTS FOR A PERIOD OF ONE YEAR AFTER THE ISSUANCE OF A VALID CERTIFICATE OF OCCUPANCY. THE CONTRACTOR AGREES TO CORRECT ANY DEFECTS AS MAY OCCUR DURING THE GUARANTEE PERIOD.
- ALL WORK IS TO BE EXECUTED BY MECHANICS SKILLED IN THEIR TRADES.
- ALL CHANGES OR SUBSTITUTIONS ARE TO BE MADE THROUGH A CHANGE ORDER BY ARCHITECT AND APPROVED BY BOTH THE ARCHITECT AND PROPERTY OWNER.
- ALL TRADES WILL COOPERATE WITH EACH OTHER TO FACILITATE THE PROGRESS OF THE ENTIRE JOB.
- CONTRACTOR IS TO PROTECT THE PUBLIC AND PREMISES DURING THE PERIOD OF CONSTRUCTION WITH ADEQUATE SHORING, BRACING, FENCING, LIGHTING, ETC.
- CONTRACTOR IS RESPONSIBLE FOR LEAVING THE JOB SITE IN A CLEAN, SANITARY, AND BROOM SWEEP CONDITION AT THE END OF EACH WORK DAY.
- CONTRACTOR IS TO REMOVE ALL DEBRIS AND RUBBISH FROM THE SITE RESULTING FROM THE WORK DURING THE PROGRESS OF CONSTRUCTION AND SHALL LEAVE THE PREMISES CLEAN AND IN A CONDITION SATISFACTORY TO THE OWNER PRIOR TO THE FINAL PAYMENT.
- CONFIRM ALL EXISTING CONDITIONS BEFORE PROCEEDING WITH THE SAID WORK.
- CONFORM TO ALL MANUFACTURERS INSTRUCTIONS AND SPECIFICATIONS FOR THE INSTALLATION OR USE OF ALL MATERIALS AND PRODUCTS UNLESS OTHERWISE NOTED.
- ALL EXTERIOR LUMBER AND LUMBER IN CONTACT WITH MASONRY OR CONCRETE TO BE PRESSURE TREATED OR PROPERLY PROTECTED TO AVOID DETERIORATION.
- PITCH FINISH GRADE AWAY FROM THE STRUCTURE.
- ALL CONSTRUCTION IS NEW UNLESS INDICATED AS EXISTING.
- ALL MATERIALS AS A RESULT OF DEMOLITION SHALL BE DISPOSED OF IN A LEGAL MANNER.
- CONTRACTOR IS RESPONSIBLE FOR SCHEDULING ALL REQUIRED INSPECTIONS.
- CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAINING SANITARY FACILITIES FOR THE DURATION OF THE PROJECT.
- CONTRACTOR TO CONFIRM ALL PRODUCT SPECIFICATIONS AND REQUIREMENTS OF THE PROJECT WITH THE OWNER PRIOR TO COMMENCEMENT OF WORK.

PROJECT DATA

CLASSIFICATION:	OCCUPANCY • ASSEMBLY
CONSTRUCTION:	• TYPE V-B WOOD-FRAME
DESIGN CRITERIA:	MIN. UNIFORM DISTRIBUTED LIVE LOADS (LBS./S.F.):
FIRST FLOOR	• 40
SECOND FLOOR	• 30
STAIRS	• 40
GUARDRAIL/ HANDRAIL	• 200
ROOF	• 40 GROUND SNOW LOAD
WIND SPEED:	115 M.P.H. • STANDARD LIGHT-FRAME CONSTRUCTION IN THIS OCCUPANCY IS SUFFICIENT FOR THIS DESIGN CATEGORY
SEISMIC DESIGN CATEGORY:	B • STANDARD LIGHT-FRAME CONSTRUCTION IN THIS OCCUPANCY IS SUFFICIENT FOR THIS DESIGN CATEGORY
FLOOD HAZARD:	NEW CONSTRUCTION IS NOT LOCATED IN AREA INDICATED AS 100 YEAR FLOOD PLAN AS PER NATIONAL RESOURCES.



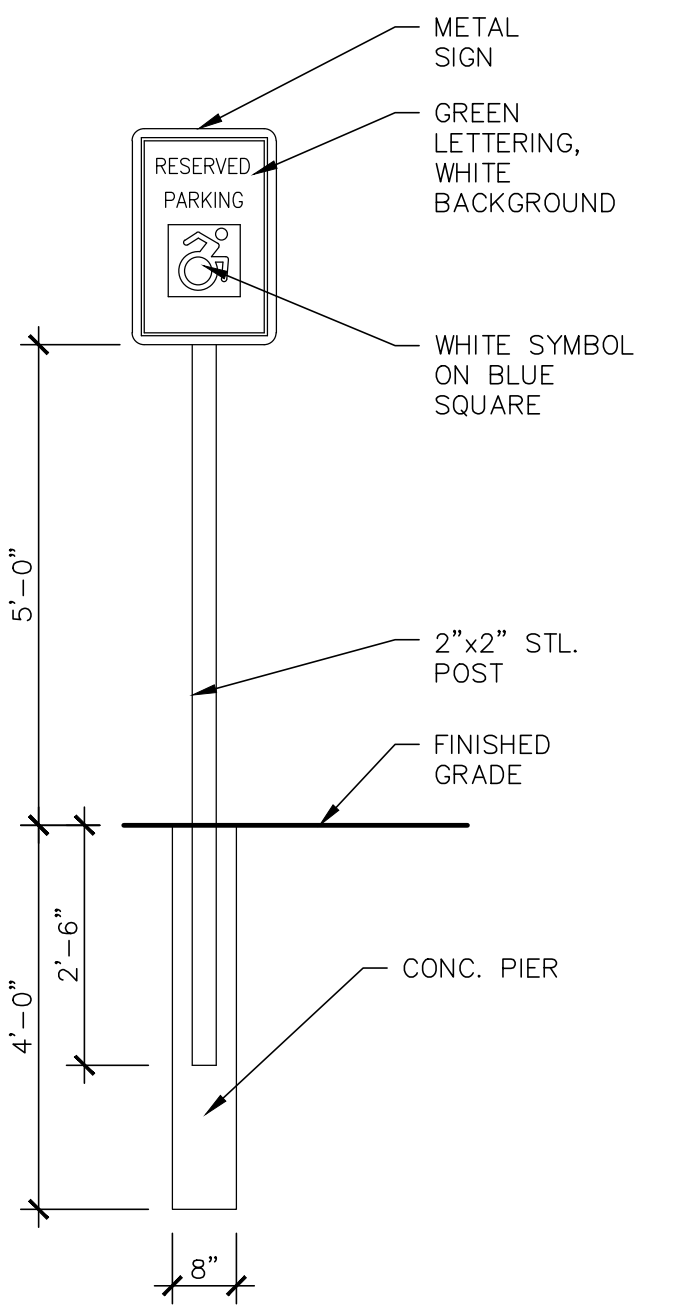
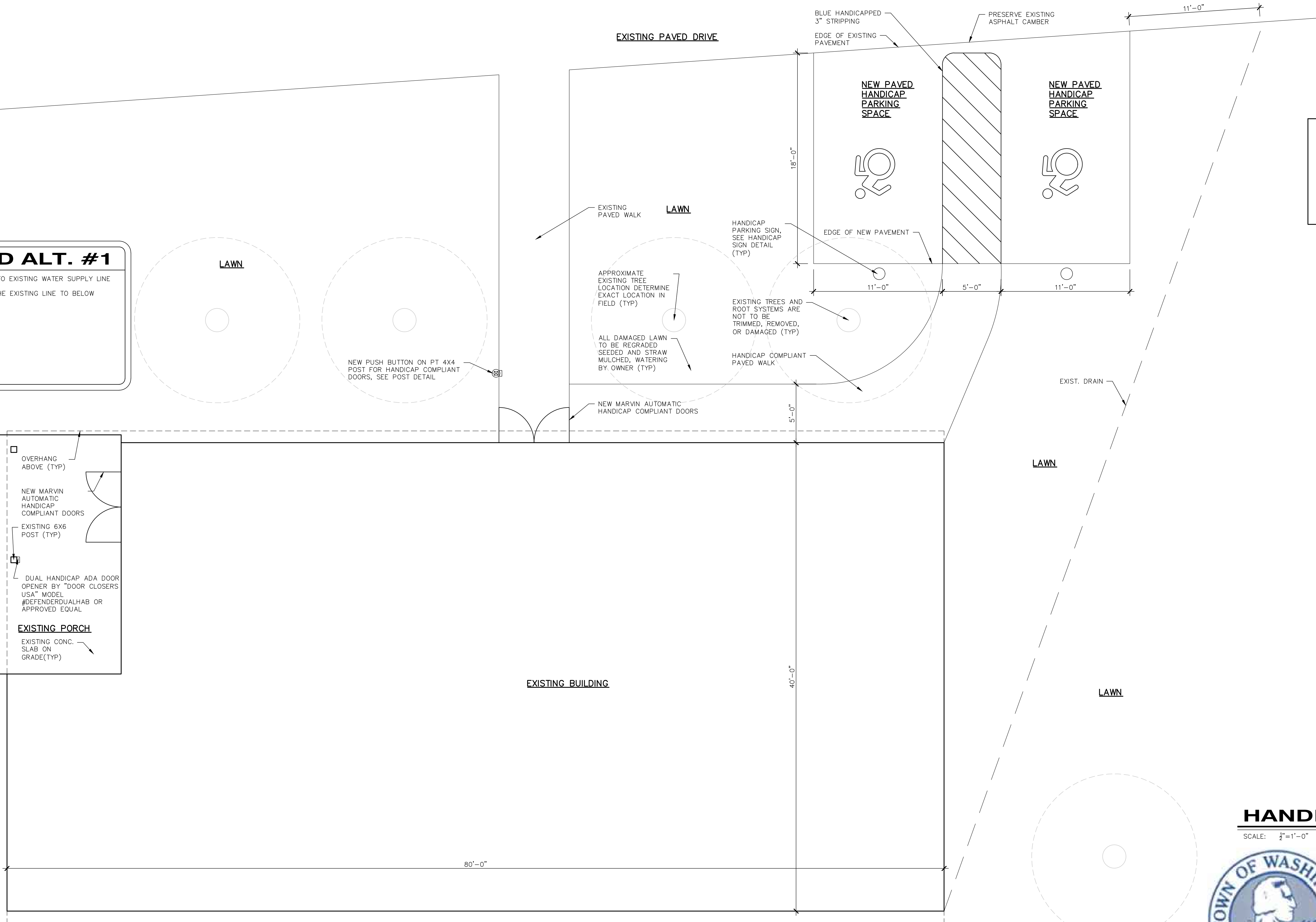
	CDBG PARK IMPROVEMENTS SENIOR FACILITY PROJECT	EDMOND G. LOEDY, ARCHITECT P.C. P.O. BOX 196, 24 WASHINGTON AVE TEL: 677-3635 MILLBROOK, N.Y. 12545 ED@EDLOEDYARCHITECT.COM
	3744 ROUTE 44 MILLBROOK, NY 12545	DATE: 11/20/24 SCALE: AS SHOWN DRAWN BY: LB, DH, BN CKD: EGL
ABBREVIATIONS SYMBOLS MATERIALS LEGEND DRAWING LIST PROJECT DATA GENERAL NOTES	2309	T - 1

ADD ALT. #1

- TRENCH TO EXISTING WATER SUPPLY LINE
- LOWER THE EXISTING LINE TO BELOW FROST LINE

PAVING NOTE:

COMPACTED SUBGRADE,
 MIN 6" THICK DENSE GRADE
 AGGREGATE BASE COURSE,
 3" THICK MIX 1-2 BASE COURSE,
 2" THICK MIX 1-5 SURFACE COURSE

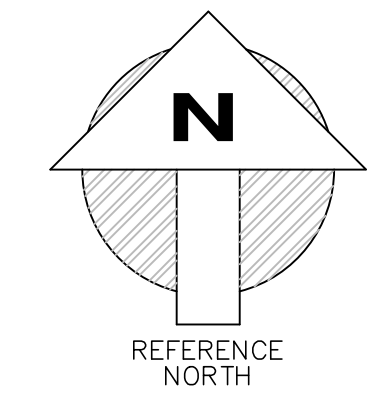


HANDICAP SIGN DETAIL

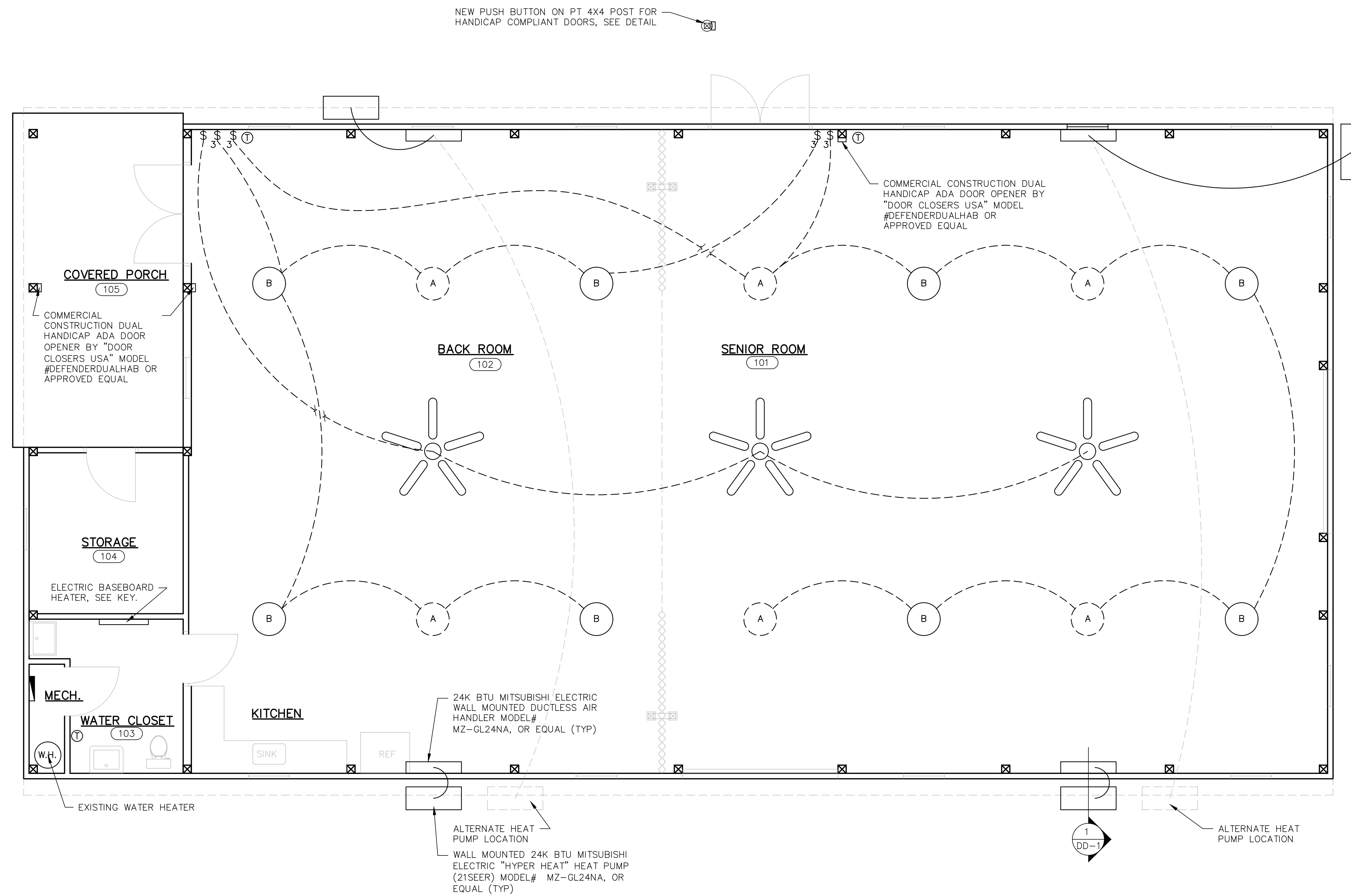
SCALE: 1/2"=1'-0"

SITE PLAN

SCALE: 1/4"=1'-0"



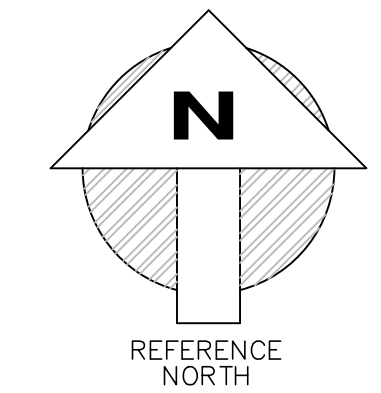
	EDMUND G. LOEDY, ARCHITECT P.C.	
	P.O. BOX 196, 24 WASHINGTON AVE TEL: 677-3535	
	MILLBROOK, N.Y. 12545	
	ED@EDLOEDYARCHITECT.COM	
EDMUND G. LOEDY, ARCHITECT P.C.		2309
3744 ROUTE 44		SCALE: AS SHOWN
MILLBROOK, NY 12545		DATE: 11/20/24
SITE PLAN		DRAWN BY: CKD
HANDICAP SIGN DETAIL		LB,DH,BN
		EGL
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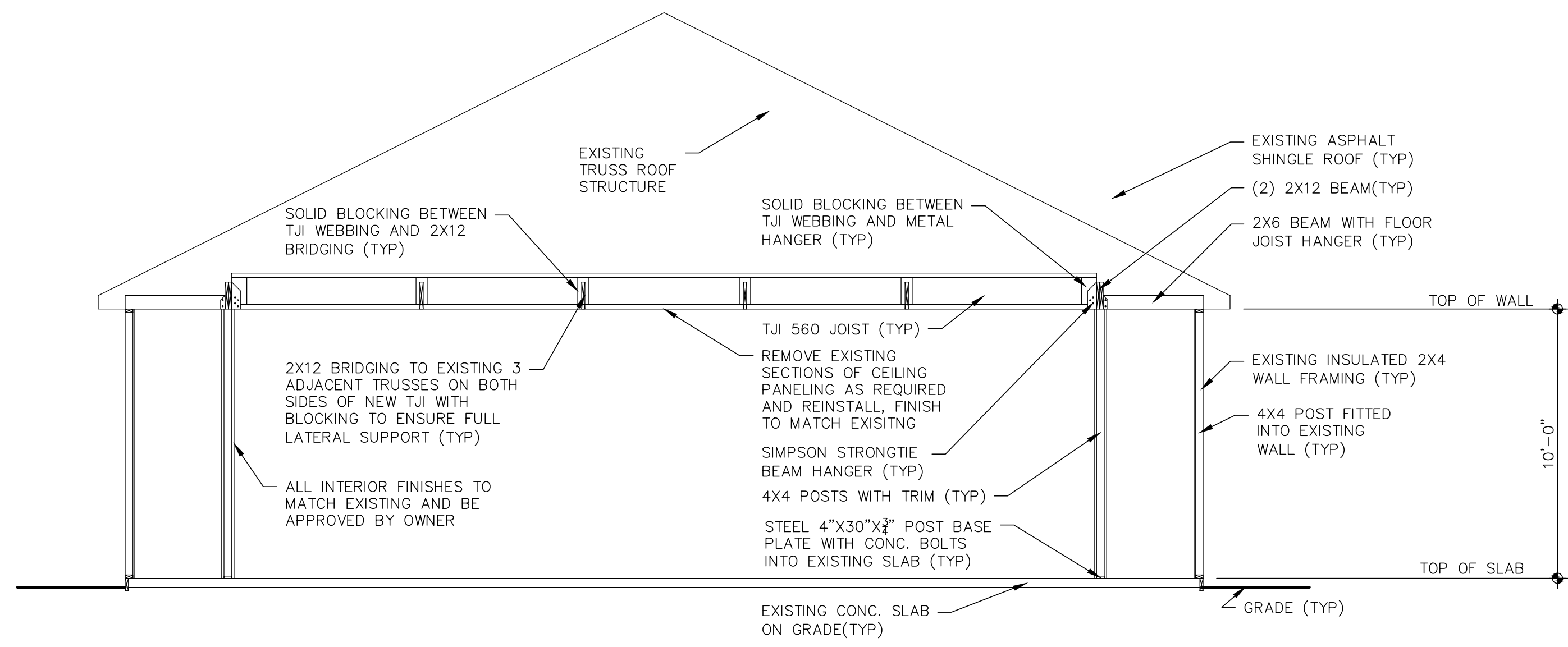
- ELECTRICAL KEY AND NOTES**
- NEW 72" CEILING FAN BY "HARBOR BREEZE" MODEL#EUK72GV10LRS OR APPROVED EQUAL (TYP)
 - EXISTING CEILING LIGHT ABOVE TO BE REPLACED WITH LED LOW BAY 12000 LUMEN LIGHT FIXTURE (TYP)
 - NEW LED LOW BAY 12000 LUMEN ROUND COMMERCIAL LIGHT FIXTURE ABOVE (TYP)
 - 2 WAY LIGHT SWITCH
 - 3 WAY LIGHT SWITCH
 - EXISTING LOAD CENTER
 - LIGHT SWITCH CONDUIT CONNECTION
 - "CADET" 30" 240VOLT 500WATT ELECTRIC BASEBOARD HEATER MODEL#09950 OR APPROVED EQUAL
 - THERMOSTAT
 - PROVIDE ALL NECESSARY ROUGHING AND FINAL CONNECTIONS FOR THE AUTOMATIC DOORS AND DOOR OPENERS
 - PROVIDE ALL NECESSARY ROUGHING AND FINAL CONNECTIONS FOR THE HEAT PUMPS
 - PROVIDE ALL NECESSARY ROUGHING AND FINAL CONNECTIONS FOR THE LIGHTING FIXTURES, FANS, AND TOUCHLESS FAUCET

ELECTRICAL PLAN

SCALE: 1/4" = 1'-0"

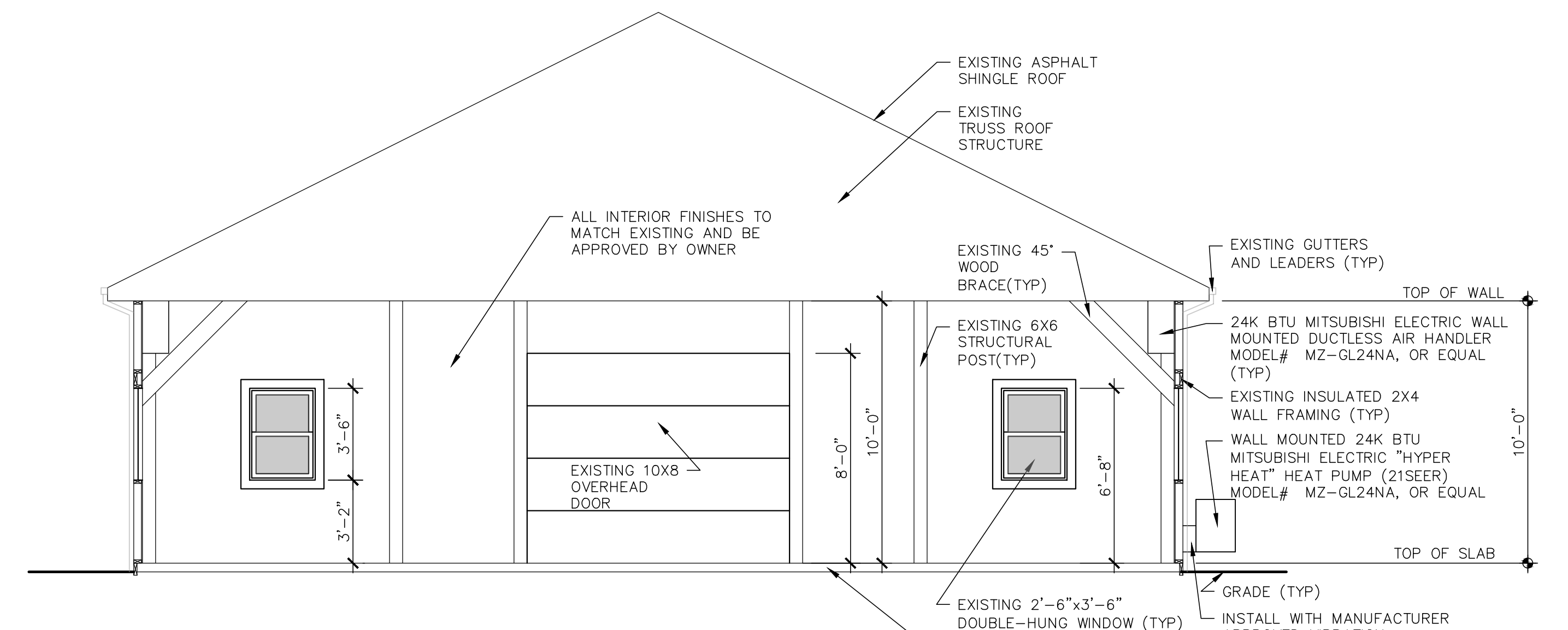


	COBG PARK IMPROVEMENTS SENIOR FACILITY PROJECT	EDMOND G. LOEDY, ARCHITECT P.C. P.O. BOX 196, 24 WASHINGTON AVE TEL:677-3535 MILLBROOK, N.Y. 12545 ED@EDLOEDYARCHITECT.COM
	3744 ROUTE 44 MILLBROOK, NY 12545	DATE: 11/20/24 DRAWN BY: LB,DH,BN
ELECTRICAL PLAN	SCALE: AS SHOWN	2309
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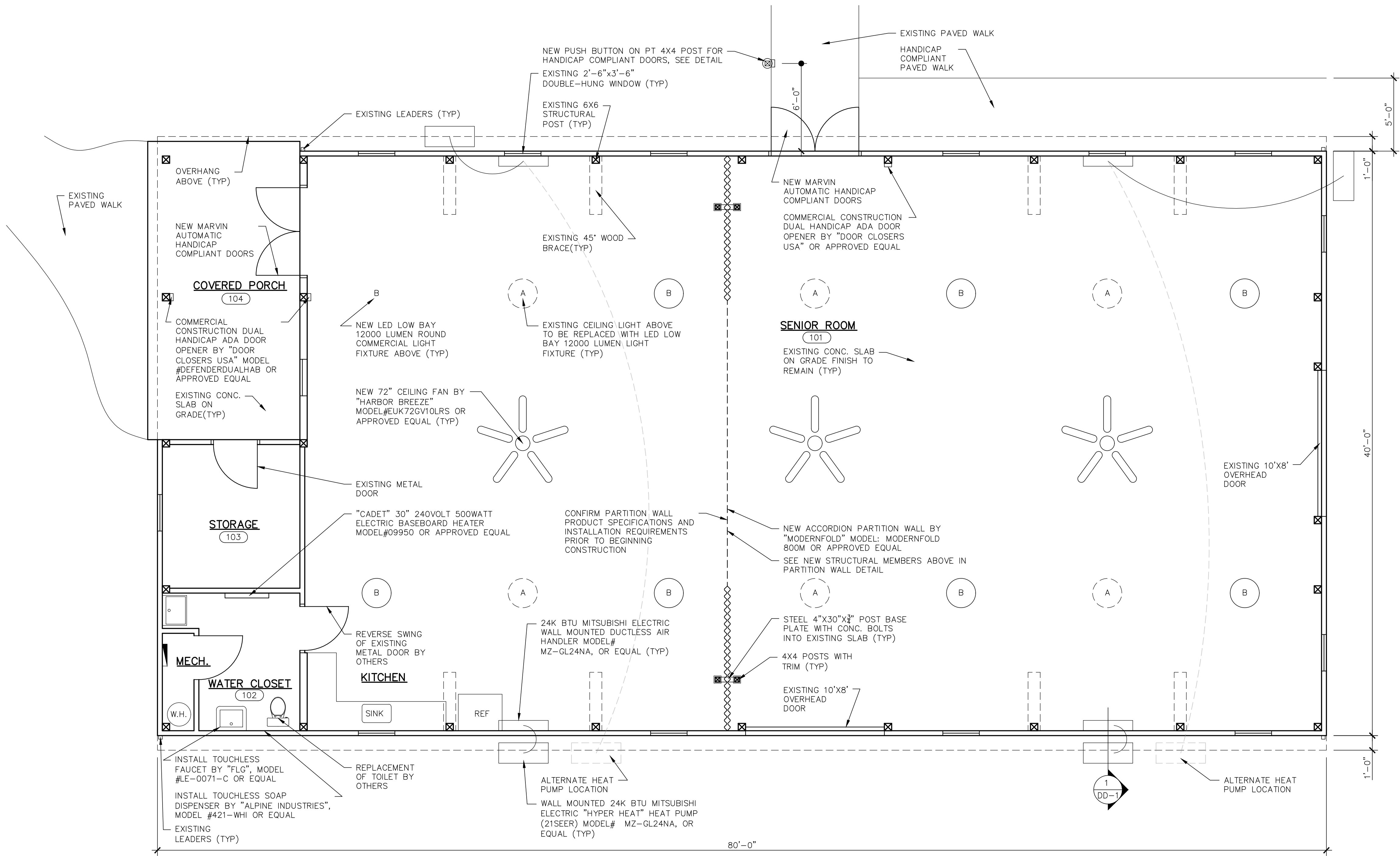
PARTITION WALL DETAIL

SCALE: 1/4"=1'-0"



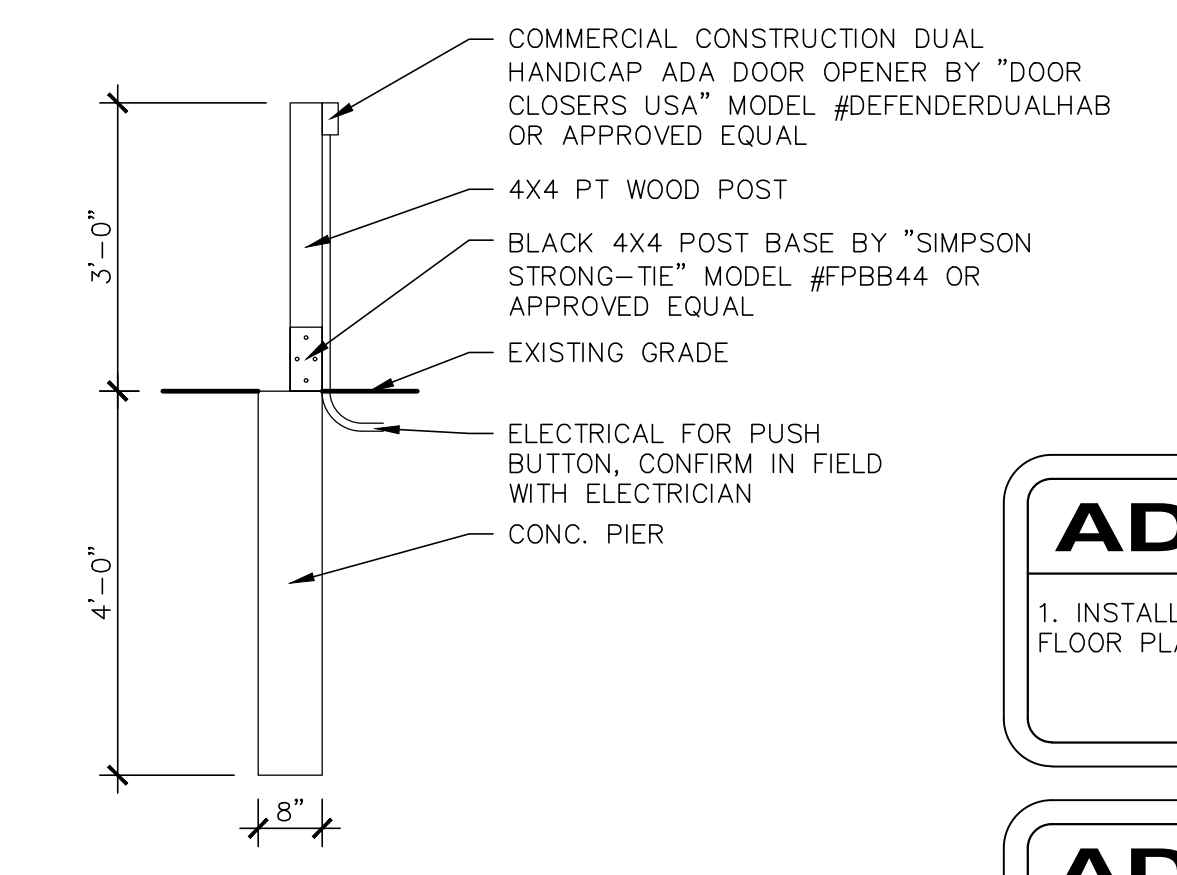
SECTION

SCALE: 1/2"=1'-0"



FLOOR PLAN

SCALE: 1/2"=1'-0"



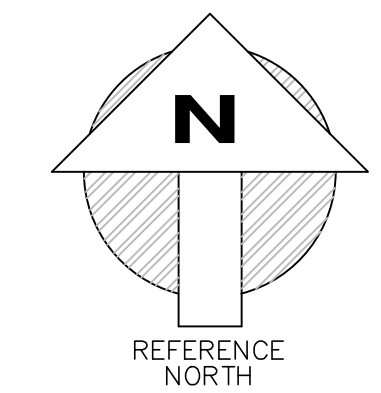
POST DETAIL

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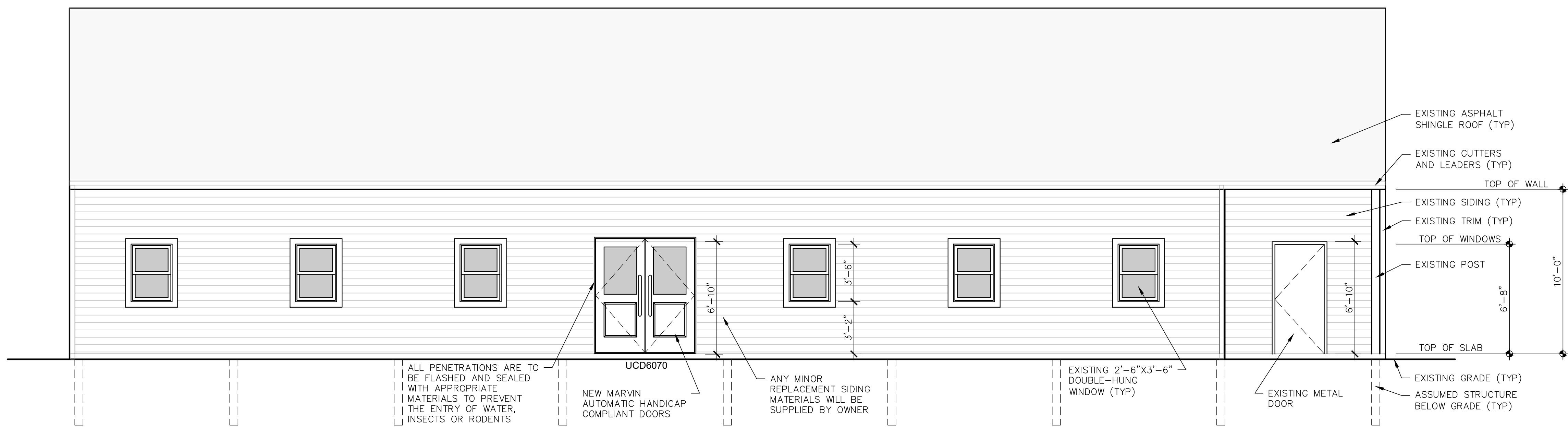
- ADD ALT. #2**
1. INSTALL FIXTURES LABELED AS "B" ON THE FLOOR PLAN
- ADD ALT. #3**
1. INSTALL CEILING FANS NOTED ON THE FLOOR PLAN
- ADD ALT. #4**
1. INSTALL ACCORDION PARTITION WALL IN THE LOCATION NOTED ON THE FLOOR PLAN AND ACCORDING TO THE DETAIL ABOVE FLOOR PLAN.



Town of Washington

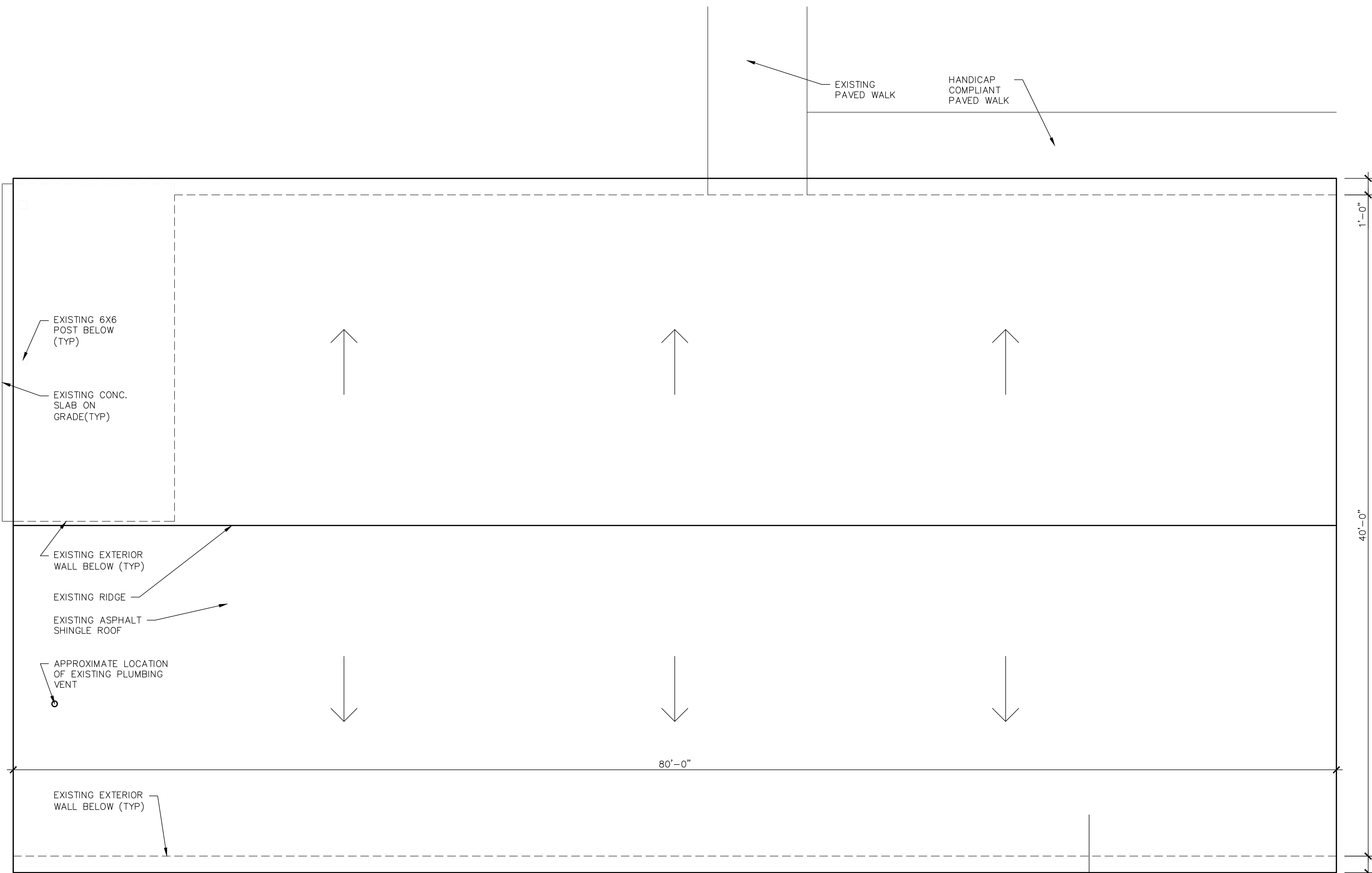


	CDBG PARK IMPROVEMENTS SENIOR FACILITY PROJECT 3744 ROUTE 44 MILLBROOK, NY 12545	EDMOND G. LOEDY, ARCHITECT P.C. P.O. BOX 196, 24 WASHINGTON AVE TEL:677-3535 MILLBROOK, N.Y. 12545 ED@EDLOEDYARCHITECT.COM
	FLOOR PLAN SECTION POST DETAIL PARTITION WALL DETAIL	DATE: 11/20/24 DRAWN BY: LB,DH,BN



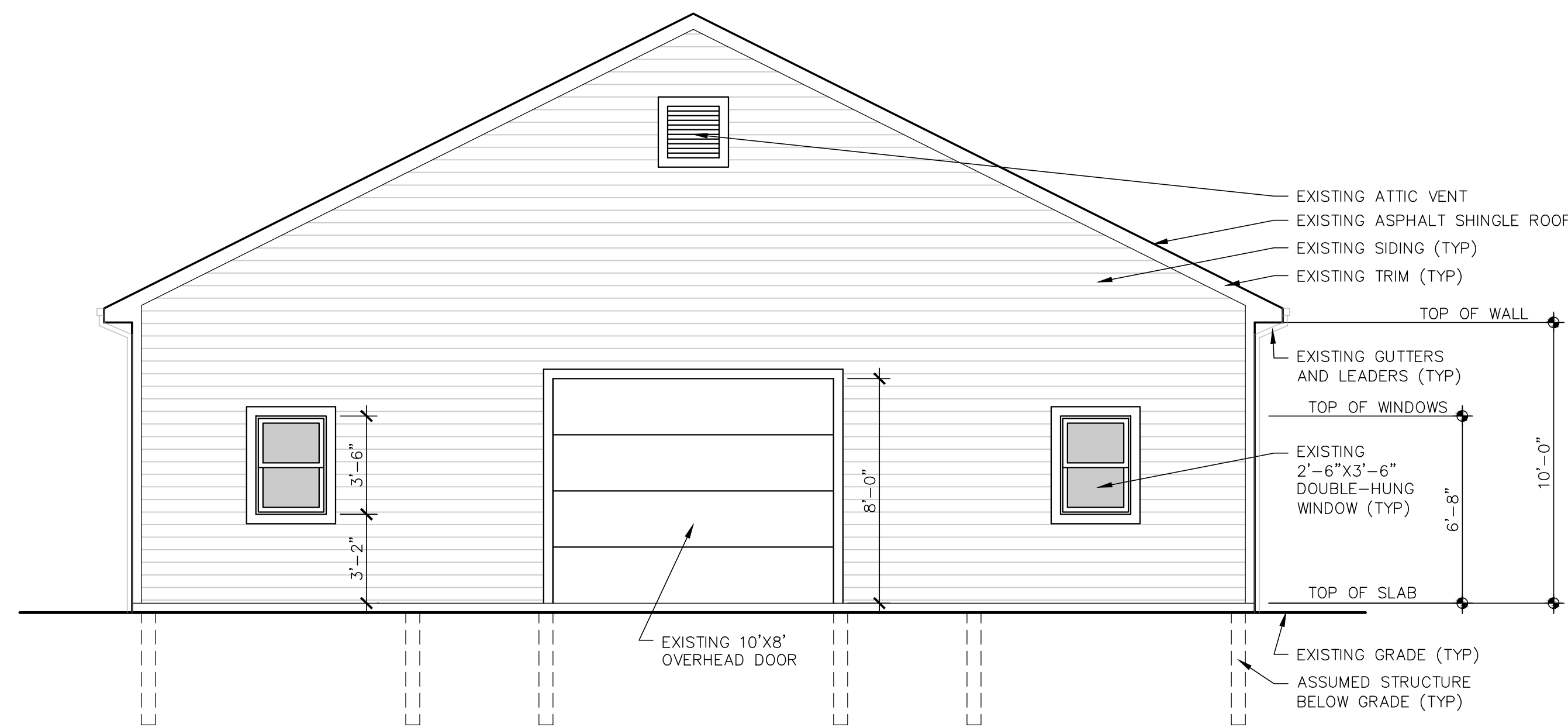
NORTH ELEVATION

SCALE: 1/4"=1'-0"



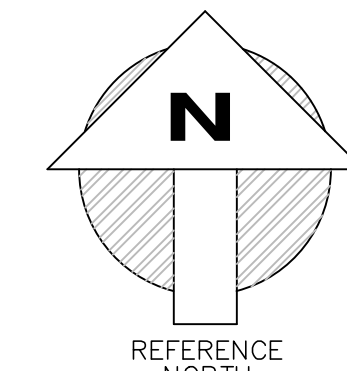
ROOF PLAN

SCALE: 1/4"=1'-0"

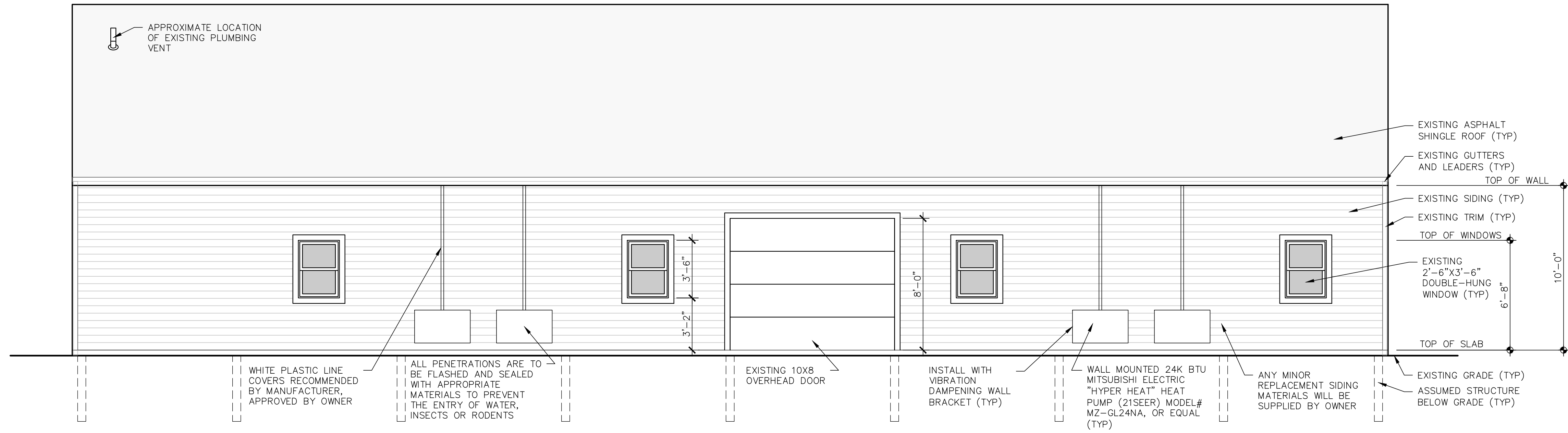


EAST ELEVATION

SCALE: 1/4"=1'-0"

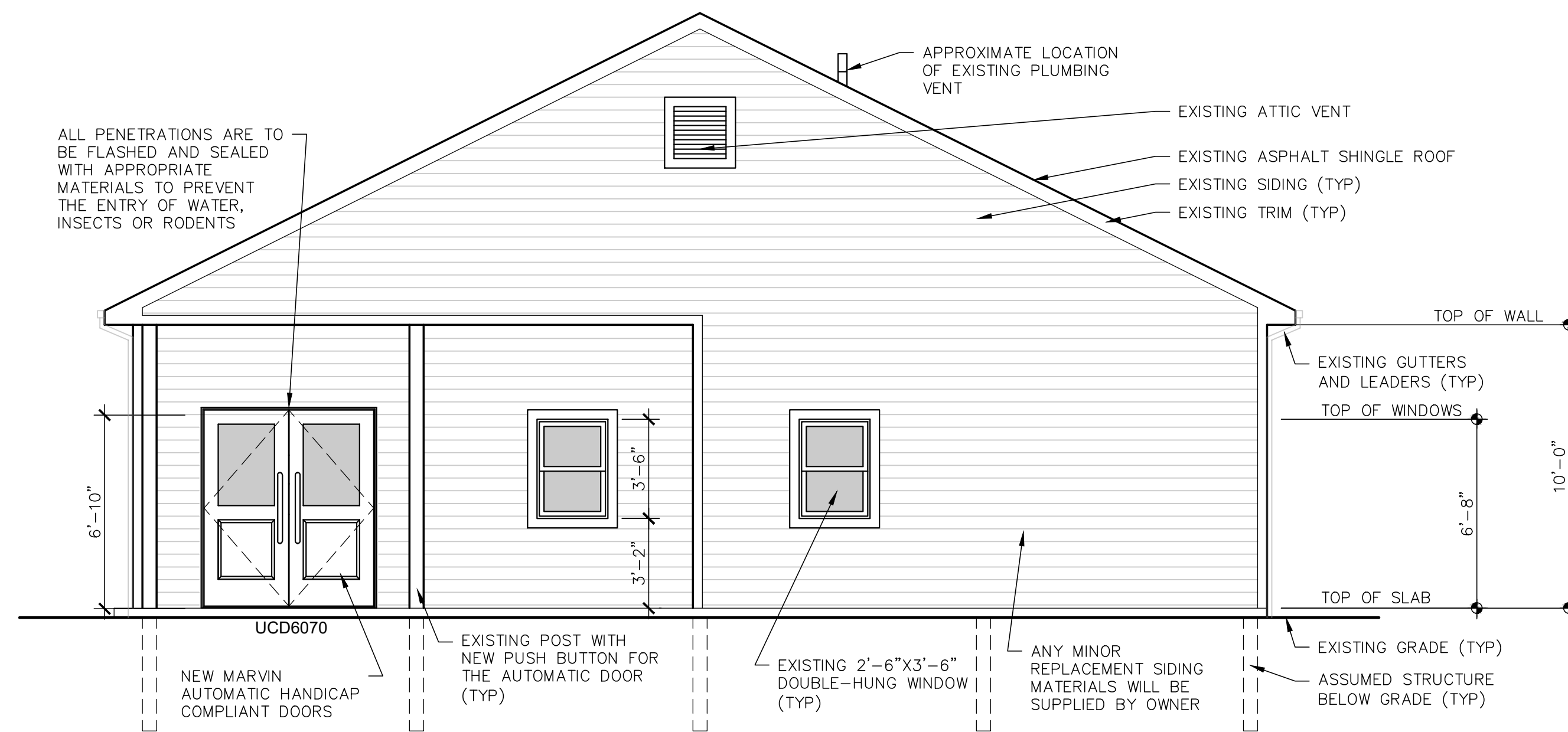


	EDMOND G. LOEDY, ARCHITECT P.C. P.O. BOX 196, 24 WASHINGTON AVE TEL:677-3535 MILLBROOK, N.Y. 12545 ED@EDLOEDYARCHITECT.COM	DATE: 11/20/24 DRAWN BY: LB,DH,BN SCALE: AS SHOWN ECL	2309 A - 2
	CDBG PARK IMPROVEMENTS SENIOR FACILITY PROJECT 3744 ROUTE 44 MILLBROOK, NY 12545	NORTH ELEVATION EAST ELEVATION ROOF PLAN	



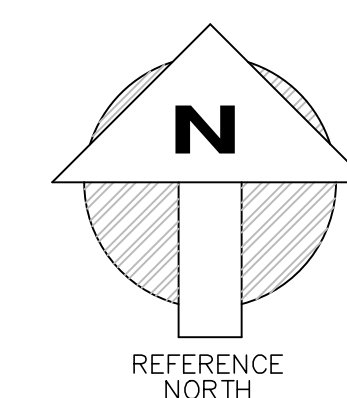
SOUTH ELEVATION

SCALE: 1/4"=1'-0"



WEST ELEVATION

SCALE: 1/4"=1'-0"



	CDBG PARK IMPROVEMENTS SENIOR FACILITY PROJECT		EDMOND G. LOEDY, ARCHITECT P.C.		
	3744 ROUTE 44 MILLBROOK, NY 12545		P.O. BOX 196, 24 WASHINGTON AVE TEL:677-3535 MILLBROOK, N.Y. 12545 ED@EDLOEDYARCHITECT.COM		
	SOUTH ELEVATION WEST ELEVATION		DATE: 11/20/24	SCALE: AS SHOWN	2309
			DRAWN BY: LB,DH,BN	CKD: EGL	A - 3

SPECIFICATIONS (WHERE APPLICABLE)

1. GENERAL

- ALL WORK SHALL CONFORM TO THE BUILDING CODE OF NEW YORK STATE, AND ALL OTHER APPLICABLE CODES AND ORDINANCES.
- CONTRACTOR(S) TO FIELD VERIFY ALL DIMENSIONS AND TO REQUEST CLARIFICATION FROM THE ARCHITECT REGARDING ANY ERRORS, OMISSIONS OR DISCREPANCIES FOUND IN THE DRAWINGS OR SPECIFICATIONS BEFORE PROCEEDING WITH THE SAID WORK.
- UNLESS OTHERWISE NOTED, FOLLOW MANUFACTURER'S INSTALLATION INSTRUCTIONS.

2. EXCAVATION AND GRADING

- INCLUDES ALL LABOR AND MATERIALS REQUIRED TO DO ALL EXCAVATION TO ACCOMMODATE THE BUILDING AND ALL RELATED PARTS AS INDICATED ON THE DRAWINGS.
 - EXCAVATION: FOR ALL FOOTINGS AND PROPER SUB-GRADES. BOTTOMS OF ALL EXCAVATIONS SHALL BE LEVEL AND KEPT FREE OF STANDING WATER AT ALL TIMES. BOTTOMS OF FOOTINGS SHALL BE AT DEPTHS INDICATED, OR DEEPER AS REQUIRED TO BEAR ON UNDISTURBED EARTH. MINIMUM DEPTH OF FOOTINGS TO BE 4'-0" BELOW FINISH GRADE UNLESS BEARING ON SOLID ROCK IS ESTABLISHED.
 - BACKFILL: WHEN FOOTINGS AND FOUNDATIONS HAVE PROPERLY SET, FILL SOFTLY IN TAMPED LAYERS (USE CLEAN EARTH FREE OF DEBRIS). ROUGH GRADE TO BRING SUBGRADE LEVEL TO 4" BELOW FINISH GRADE ELEVATIONS. GRADE TO SLOPE AWAY FROM BUILDING A MINIMUM OF 6' WITHIN THE FIRST 10'-0".
 - TOP SOIL REMOVAL: REMOVE ALL TOP SOIL OVER THE BUILDING AREA AND STORE ON THE SITE FOR LATER USE.
 - FINISH GRADE: THE CONTRACTOR SHALL BRING THE FINISH GRADES TO THE LINES SHOWN ON THE DRAWINGS WITH STOCKPILED TOP SOIL, TOPPING WITH APPROPRIATE GRASS SEED AND STRAW MULCH. EXCESS DIRT TO BE DISTRIBUTED OR DISPOSED OF ACCORDING TO THE SITE REQUIREMENTS AND THE OWNER.

3. CONCRETE AND MASONRY WORK

- INCLUDES ALL LABOR AND MATERIALS REQUIRED TO COMPLETE FOOTINGS, FOUNDATION WALLS, SLABS, ETC. ACCORDING TO THE DRAWINGS. ALL CONCRETE WORK SHALL CONFORM TO THE ACI CODE.
 - CONCRETE: READY MIX PRODUCT PROPORTIONED TO PRODUCE COMPRESSIVE STRENGTH (psi) AT 28 DAYS AS FOLLOWS: 2500# COMPRESSIVE STRENGTH CONCRETE FOR FOOTINGS, 3000# CONCRETE FOR SLABS AND POURED FOUNDATION WALLS, AND 3500# FOR PORCHES, CARPORT SLABS AND STEPS EXPOSED TO THE WEATHER, AND GARAGE FLOOR SLABS.
 - CONCRETE PERIMETER FOOTINGS: WIDTH TO BE 16", DEPTH TO BE 8" EXCEPT AS OTHERWISE NOTED ON DRAWINGS. FOOTINGS TO BE REINFORCED WITH (2) #4 CONTINUOUS RE-BARS, 3" FROM BOTTOM OF FOOTINGS. SIZE OF FOOTINGS ARE BASED ON A SOIL BEARING CAPACITY OF A MINIMUM 2500 POUNDS PER SQUARE FOOT.
 - ANCHOR BOLTS: 1/2" DIAMETER X 10" FOR SILL PLATES AND SHALL BE PLACED 4'-0" O.C. AND 12" FROM CORNERS AND OPENINGS MINIMUM. ANCHOR BOLTS SHALL EXTEND A MINIMUM OF 7" INTO MASONRY OR CONCRETE.
 - INTERIOR CONCRETE SLABS: SUB-GRADES SHALL BE MAINTAINED (10) TEN INCHES BELOW LEVEL OF FINISHED FLOOR SLAB. FILL WITH 6" OF COMPACTED BANK RUN GRAVEL. ELIMINATE PROTRUSIONS. LAY 6 MIL POLYETHYLENE FILM WITH JOINTS LAPPED 6'. EXERCISE CARE NOT TO PUNCTURE. ALL SLABS TO BE 4" THICK WITH 6x6 #10 WELDED WIRE MESH REINFORCING, WOOD AND STEEL FLOAT FINISH. MAINTAIN SURFACE FINISHNESS OF 1/8" IN 10'-0". PROVIDE CONTROL JOINTS MAXIMUM 20' EACH WAY.
 - FOUNDATION WALLS: TO BE POURED CONCRETE OR CONCRETE BLOCK IN SIZES NOTED ON THE DRAWINGS. HORIZONTAL CONCRETE BLOCK JUNG REINFORCEMENT SHALL BE DUR-O-WALL TRUSS TYPE, OR EQUAL, AT EVERY OTHER COURSE. FORMS TO BE CLEAN AND SMOOTH TO PROVIDE A UNIFORM FINISH.

4. CARPENTRY WORK

- INCLUDES ALL LABOR AND MATERIALS FOR ALL CARPENTRY AND RELATED WORK IN CONNECTION WITH THE COMPLETION OF THE BUILDING ACCORDING TO THE DRAWINGS.
- WORKMANSHIP: WORK SHALL BE ACCURATELY AND NEATLY DONE, PROPERLY PLUMBED, SQUARED OR LEVELED WITH TIGHT JOINTS. ALL FRAMING SHALL ACCURATELY CONFORM TO PLANS AND GENERAL PRACTICE.
- THE STRUCTURAL WOOD STRESS GRADE STAMPED LUMBER SHALL BE GRADED AS FOLLOWS (WOOD DESIGN IS BASED ON NATIONAL DESIGN SPECIFICATION, 2001 EDITION):

	JOIST, RAFTERS, BEAMS AND HEADERS:	DOUGLAS FIR-LARCH, NO. 2 Fb (BASE) = 900psi E = 1,600,000 psi
	STUDS & POSTS:	SPRUCE-PINE-FIR (SPF), STUD GRADE Fb (BASE) = 600psi E = 1,200,000 psi
- JOISTS OR RAFTERS ARE TO BE INSTALLED WITH "CROWN UP" (I.E. POSITIVE CAMBER) AND WITHIN 1/2 INCH OF STRAIGHT, END TO END ALIGNMENT.
- SEVERELY DISTORTED (TWISTED, BOWED, CUPPED, CHECKED, ETC.) LUMBER SHALL NOT BE USED.
- NOTCHES IN THE TOP OR BOTTOM OF DIMENSIONED LUMBER JOISTS OR RAFTERS SHALL NOT EXCEED ONE-SIXTH THE MEMBER DEPTH AND SHALL NOT BE LOCATED IN THE MIDDLE THIRD OF THE SPAN. END NOTCHES SHALL NOT EXCEED ONE-FOURTH THE MEMBER DEPTH. BORED HOLES SHALL NOT BE WITHIN TWO INCHES OF THE TOP AND BOTTOM OF THE MEMBER AND THEIR DIAMETER SHALL NOT EXCEED ONE-THIRD THE MEMBER DEPTH.
- BUILT UP MEMBERS OF THREE PLIES OR LESS SHALL HAVE ADJACENT PLIES NAILED TOGETHER WITH TWO ROWS OF NAILS AT 12" O.C. (10# COMMON NAILS FOR 1-1/2" PLIES, 12# COMMON NAILS FOR 1-3/4" PLIES). BUILT UP MEMBERS OF MORE THAN 3 PLIES SHALL BE ASSEMBLED WITH 1/2" DIAMETER THRU BOLTS AT 16" O.C. STAGGERED UP AND DOWN WITH 2 INCH CLEARANCE AT TOP AND BOTTOM EDGES.
- WALLS: FRAMING TO BE 2x6 WOOD STUDS @ 16" O.C. FOR EXTERIOR WALLS AND 2x4 WOOD STUDS @ 16" O.C. FOR INTERIOR WALLS & PARTITIONS, UNLESS OTHERWISE NOTED. ALL WALLS AND PARTITIONS TO HAVE CONTINUOUS SINGLE SOLE AND DOUBLE TOP PLATES, DOUBLE STUDDING AT ALL OPENINGS AND AT ALL CORNERS AND SHALL BE PROPERLY TRUSSED ACROSS ALL OPENINGS. CORNERS FOR ALL ROOMS TO BE FRAMED SOLID FOR INTERIOR FINISHES. JOISTS AND RAFTERS SHALL BE INSTALLED DIRECTLY OVER BEARING STUDS UNLESS OTHERWISE DETAILED. PROVIDE A MINIMUM OF TWO STUDS AT EACH END OF ALL FLUSH FRAMED HEADERS OR BEAM UNLESS MORE ARE INDICATED ON PLAN. PROVIDE ONE JACK STUD AND ONE FULL KING STUD AT EACH END OF ALL DROPPED HEADERS OR BEAMS, UNLESS MORE JACK AND KING STUDS ARE INDICATED ON PLAN.
- FLOORS: DOUBLE FLOOR JOISTS UNDER PARALLEL BEARING PARTITIONS IF NOT

SUPPORTED BY BEAMS, GIRDERS OR BEARING PARTITIONS.

- METAL HURRICANE AND SEISMIC ANCHORS: PROVIDES WIND AND SEISMIC TIES FOR TRUSSES AND RAFTERS. USE SIMPSON STRONG-TIE CONNECTOR H2.5A FOR RAFTERS AND TRUSSES AND TC26 FOR SCISSOR TRUSSES OR APPROVED EQUAL TO ATTACH THE RAFTER/TRUSS MEMBER TO THE OUTSIDE OF THE EXTERIOR SHEATHING AT THE TWO TOP PLATES. INSTALL AS PER MANUFACTURER'S INSTRUCTIONS.
- EXTERIOR SHEATHING: WALL - 1/2" CDX PLYWOOD (EXTEND TO TOP OF DOUBLE WALL PLATES) ROOF - 1/2" CDX PLYWOOD OR AS NOTED
- SUB FLOORING: SUB FLOORING TO BE 3/4" TONGUE AND GROOVE PLYWOOD.
- BRIDGING: WOOD JOISTS EXCEEDING 2x8's SHALL BE SUPPORTED Laterally BY SOLID BLOCKING, DIAGONAL BRIDGING (WOOD OR METAL) OR A CONTINUOUS 1"x 3" WOOD STRIP NAILED ACROSS THE JOISTS AT INTERVALS NOT EXCEEDING 8'-0".
- COLLAR TIES: 2x6's ON EVERY OTHER PAIR OF ROOF RAFTERS UNLESS OTHERWISE NOTED ON DRAWINGS). LOCATE TIES ONE THIRD OF THE RISE BELOW THE RIDGE.
- PROVIDE THE FOLLOWING HEADER SIZES UNLESS OTHERWISE INDICATED:

NON-WEIGHT BEARING WEIGHT BEARING

OPENING SIZE	HEADER SIZE	HEADER SIZE
TO 3'-0"	(2) 2x6	(2) 2x8 OR (3) 2x6
TO 5'-0"	(2) 2x8	(2) 2x8 OR (2) 2x10
TO 6'-0"	(2) 2x10	(3) 2x10 OR (2) 2x12
TO 8'-0"	(2) 2x12	(3) 2x12
TO 12'-0"	(3) 2x12	5-1/4"X 11.25 LVL

- FOR NON-WEIGHT BEARING INTERIOR WALLS, PROVIDE A MINIMUM OF TWO STUDS AT EACH END OF ALL FLUSH FRAME HEADERS OR BEAMS, UNLESS MORE ARE INDICATED ON PLAN. PROVIDE A JACK STUD AND ONE FULL KING STUD AT EACH END OF ALL DROPPED HEADERS OR BEAMS, UNLESS MORE JACK AND KING STUDS ARE INDICATED. FOR OPENINGS IN WALLS 8'-0" OR MORE, USE TWO JACK STUDS WITH A FULL KING STUD AT EACH END.
- AS PER TABLE R603.6(4) OF THE N.Y.S. RESIDENTIAL CODE, PROVIDE THE FOLLOWING NUMBER OF JACK AND KING STUDS REQUIRED AT EACH END OF AN OPENING FOR ALL EXTERIOR WALLS AND INTERIOR WEIGHT BEARING WALLS (UNLESS MORE ARE INDICATED ON DRAWINGS). KING AND JACK STUDS SHALL BE OF THE SAME DIMENSION AND THICKNESS AS THE ADJACENT WALL STUDS:

SIZE OF OPENING	16" O.C. STUD SPACING	
	NUMBER OF JACK STUDS	NUMBER OF KING STUDS
UP TO 3'-6"	1	1
3'-6" TO 5'-0"	1	2
5'-0" TO 8'-0"	2	2
8'-0" TO 10'-6"	2	3
10'-6" TO 13'-0"	3	3
13'-0" TO 14'-0"	3	4

- PROVIDE COMPLETE LOAD PATH CAPABLE OF TRANSFERRING ALL LOADS FROM THEIR POINT OF ORIGIN THROUGH THE LOAD-RESISTING ELEMENTS TO THE FOUNDATION.
- FIRE STOPPING: ALL CONCEALED SPACES WITHIN WALL, CEILING, PARTITION, FLOOR, STAIR, ATTIC OR CORNICE CONSTRUCTION, BETWEEN EXTERIOR WALL FINISHES AND ARCHITECTURAL TRIM, AND AROUND CHIMNEY, PIPE AND DUCT OPENINGS SHALL BE BUILT IN SUCH CONSTRUCTION THAT SHALL BE FIRE STOPPED OR FILLED WITH NON COMBUSTIBLE MATERIAL TO PREVENT THE PASSAGE OF FLAME, SMOKE, FUMES AND HOT GASES. EXTERIOR CORNICES AND EAVES SHALL BE FIRE-STOPPED AT INTERVALS OF NOT MORE THAN 20'. WALL GREATER THAN 8' HIGH TO BE FIRE STOPPED AT INTERVALS NOT EXCEEDING 10'.
- DRAFTSTOPPING: WHERE THERE IS UNUSABLE SPACE BOTH ABOVE AND BELOW THE CONCEALED SPACE OF A FLOOR/CEILING ASSEMBLY SUCH AS A SUSPENDED CEILING UNDER THE FLOOR FRAMING OR FLOOR FRAMING CONSTRUCTED OF TRUSS-TYPE OPEN-WEB OVER 1,000 SQUARE FEET. USE 1/2" GYPSUM BOARD INSTALLED PARALLEL TO FLOOR FRAMING MEMBERS.
- LAMINATED VENEER LUMBER (LVL) AND PARALLEL STRAND LUMBER (PSL) (IF APPLICABLE)
 - LVL'S AND PSL'S SHALL BE AS MANUFACTURED BY THE TRUS-JOIST CORP IN ACCORDANCE WITH PUBLISHED DESIGN CRITERIA AND CODE ACCEPTED DESIGN VALUES. FOLLOW MANUFACTURER'S RECOMMENDED INSTRUCTIONS FOR HANDLING, STORAGE AND INSTALLATION. MINIMUM ALLOWABLE STRESS AND STIFFNESS CHARACTERISTICS SHALL BE AS FOLLOWS:

LAMINATED VENEER LUMBER (LVL) (PSL)	PARALLEL STRAND LUMBER
Fb = 2600 PSI E = 1,900,000 PSI Fv = 285 PSI	Fb = 2900 PSI E = 1,900,000 PSI Fv = 290 PSI

- ATTACH MULTIPLE PLIES OF LVL/PSL'S WITH MIN. TWO ROWS OF 1/2" DIA. (A 307) BOLTS 12" O.C. FOR THE FULL LENGTH OF THE BEAM. BOLTS SHOULD BE LOCATED 2" FROM THE TOP AND BOTTOM OF THE MEMBER. MIN. THREE OF THREE ROWS AT 12" O.C. FOR 14", 16", 18" AND 20" BEAMS.
- PROVIDE 4" BEARING x LVL/PSL WIDTH WITH 1/2" MINIMUM AIR SPACE ON THE TOP, SIDES AND ENDS OF LVL/PSL ENTERING MASONRY/CONCRETE FOUNDATION WALL POCKET. PROVIDE PROTECTION FOR LVL/PSL FROM DIRECT CONTACT WITH MASONRY/CONCRETE. FILL CONCRETE BLOCKS SOLID WITH MORTAR FOR 1'-0" WIDTH BELOW LVL/PSL BEARING AREA TO FOOTING BELOW.
- ALL EXTERIOR LUMBER AND LUMBER IN CONTACT WITH MASONRY OR CONCRETE TO BE PRESSURE TREATED OR PROPERLY PROTECTED TO AVOID DETERIORATION.
- WOOD JOISTS OR THE BOTTOM OF A WOOD STRUCTURAL FLOOR WHEN CLOSER THAN 18 INCHES OR WOOD GIRDERS WHEN CLOSER THAN 12 INCHES TO EXPOSED GROUND IN CRAWL SPACES OR UNEXCAVATED AREA LOCATED WITHIN THE PERIPHERY OF THE BUILDING FOUNDATION.
- ALL SILLS OR PLATES THAT REST ON CONCRETE OR MASONRY EXTERIOR WALLS AND ARE LESS THAN 8 INCHES FROM EXPOSED GROUND.
- SILLS AND SLEEPERS ON A CONCRETE OR MASONRY SLAB THAT IS IN DIRECT CONTACT WITH THE GROUND UNLESS SEPARATED FROM SUCH SLAB BY AN IMPERVIOUS MOISTURE BARRIER.
- THE ENDS OF WOOD GIRDERS ENTERING EXTERIOR MASONRY OR CONCRETE WALLS HAVING CLEARANCES OF LESS THAN .5 INCHES O TOPS, SIDES AND ENDS.
- WOOD SIDING, SHEATHING AND WALL FRAMING ON THE EXTERIOR OF A BUILDING HAVING A CLEARANCE OF LESS THAN 6 INCHES FROM THE GROUND.
- PREFABRICATED ROOF TRUSSES TO BE DESIGNED AND CERTIFIED BY A LICENSED NEW YORK STATE PROFESSIONAL ENGINEER OR ARCHITECT.

5. THERMAL AND MOISTURE PROTECTION

- WEATHER STRIPPING AND SADDLES: PROVIDE WEATHER STRIPPING AND EXTRUDED ALUMINUM NEOPRENE GASKET TYPE SADDLES FOR ALL EXTERIOR DOORS.
- SEALANT: ELASTIC COMPOUND GUM GRADE, GUM CONSISTENCY. SEAL ALL AREAS WHERE REQUIRED TO PROVIDE A PROPER WATER-TIGHT BUILDING.
- BUILDING PAPER: 30# FELT UNDERLAYMENT OVER ROOF SHEATHING. OVERLAP ICE AND WATER SHIELD OVER UNDERLAYMENT 9". DOUBLE UNDERLAYMENT ON ROOFS WITH A SLOPE OF LESS THAN 4:12.
- ICE AND WATER SHIELD: APPLY MEMBRANE ON PLYWOOD SHEATHING 3'-0" CONTINUOUSLY ON EACH SIDE OF EAVES, RAKES AND VALLEYS. ALL VALLEYS TO RECEIVE ONE SHEET ICE AND WATER SHIELD CENTERED AND ONE SHEET EACH SIDE OF VALLEY LAPPED 8" OVER CENTERED SHEET.
- PITCHED ROOFS: AS SHOWN ON THE DRAWINGS, COLOR AND STYLE TO BE APPROVED BY THE OWNER. PROVIDE ALL NECESSARY ALUMINUM FLASHING AND ALUMINUM DRIP AND RAKE EDGES TO ASSURE A WATER-TIGHT ROOF. PROVIDE ALUMINUM GUTTERS W/SCREENS AND LEADERS. TYPE AND COLOR OF ALL METAL PRODUCTS TO BE REVIEWED WITH THE OWNER. LOCATIONS OF LEADERS TO BE REVIEWED IN THE FIELD.
- ROOFING SHINGLES ARE TO HAVE SELF-SEAL STRIPS OR BE INTERLOCKING. THEY ARE TO BE NAILED WITH GALVANIZED STEEL, STAINLESS-STEEL, ALUMINUM OR COPPER 12 GAUGE HEADED ROOFING NAILS THAT MUST PENETRATE INTO THE SHEATHING AT LEAST 3/4", OR THROUGH SHEATHING OF LESSER THICKNESS. FOLLOW MANUFACTURER'S INSTALLATION INSTRUCTIONS.
- FLASHING: APPROVED CORROSION-RESISTANT FLASHING SHALL BE INSTALLED AT ALL OF THE FOLLOWING LOCATIONS (WHERE APPLICABLE):
 - AT THE TOP OF ALL EXTERIOR WINDOW AND DOOR OPENINGS EXCEPT SELF FLASHING WINDOWS AND DOORS.
 - AT THE INTERSECTION OF CHIMNEYS OR OTHER MASONRY CONSTRUCTION WITH FRAME WALLS.
 - UNDER AND AT THE ENDS OF MASONRY, WOOD OR METAL COPINGS AND SILLS.
 - CONTINUOUSLY ABOVE ALL WOOD PROJECTING TRIM.
 - WHERE EXTERIOR PORCHES, DECKS OR STAIRS ATTACH TO A WALL OR FLOOR ASSEMBLY OF WOOD FRAME CONSTRUCTION.
 - AT WALL AND ROOF INTERSECTIONS.
 - AT BUILT IN GUTTERS.
- AIR INFILTRATION BARRIER: TYVEK (OR EQUAL) OVER EXTERIOR WALL SHEATHING.
- VAPOR RETARDER: THE VAPOR RETARDER MUST HAVE A PERM RATING OF 1.0 OR LESS AND MUST BE INSTALLED IN ALL FRAMED WALLS, FLOORS AND ROOF/CEILING'S COMPRISING ELEMENTS OF THE BUILDING THERMAL ENVELOPE ON THE WARM-IN-WINTER SIDE OF THE INSULATION (BETWEEN THE INSULATION AND CONDITIONED SPACE).
- CORRUGATED BAFFLE VENT: USED TO MAINTAIN AN UNRESTRICTED AIR PASSAGEWAY BETWEEN THE SOFFIT AND RIDGE. VENT TO CREATE A MINIMUM 2" AIR SPACE BETWEEN THE ROOF SHEATHING AND INSULATION.

6. DOORS AND WINDOWS

- CONFIRM ALL MATERIAL SELECTIONS WITH THE OWNER.
- CONTRACTOR SHALL PROVIDE ALL MATERIALS AND LABOR TO COMPLETE THE DOOR AND WINDOW INSTALLATION. WINDOWS AND GLASS DOORS WITH INSULATING GLASS AND SCREENS SEE DRAWINGS FOR DOOR AND WINDOW LOCATION AND SUGGESTED SIZES. MINIMUM R-VALUE WINDOWS AND DOORS IS 2.9. OPAQUE DOORS IN THE BUILDING ENVELOPE SHALL HAVE A MAX. U-FACTOR OF 1.35. ONE OPAQUE DOOR MAY BE EXEMPT FROM THIS U-FACTOR REQUIREMENT. REVIEW ALL WINDOWS AND DOORS WITH OWNER FOR FINAL SELECTION OF MANUFACTURER, TYPE, COLOR, FINISH, HARDWARE, LOCKS, ETC.

7. EXTERIOR FINISHES

- REVIEW AND CONFIRM ALL EXTERIOR FINISHES WITH THE OWNER.
- ROOF VENTING: PROVIDE AND INSTALL SOFFIT AND RIDGE VENTING THROUGHOUT (SEE DRAWINGS).
- EXTERIOR SIDING: AS SHOWN ON THE DRAWINGS.
- EXTERIOR HARDWARE: EXTERIOR HARDWARE AND EXTERIOR NAILS SHALL BE GALVANIZED OR OF NONFERROUS, RUST RESISTANT METAL. SET NAILS AND PUTTY WHERE FACE NAILING IS REQUIRED.

8. INTERIOR FINISHES

- REVIEW AND CONFIRM ALL INTERIOR FINISHES WITH THE OWNER.
- WALLS: ALL WALLS TO BE GYPSUM BOARD (FLAME-SPREAD CLASSIFICATION NOT GREATER THAN 200), 1/2" THICK (UNLESS OTHERWISE NOTED), TAPERED EDGE TYPE, 48" WIDE, AND IN LENGTH AS REQUIRED WITH METAL EXTERIOR CORNERS AND REINFORCED PAPER INTERIOR CORNERS, AND (3) COATS COMPOUND AND SANDING FINISH. ATTACH GYPSUM BOARD USING TYPE S OR W (PER ASTM C 1002) SCREWS @ 16" O.C. TO PENETRATE WOOD FRAMING NOT LESS THAN 5/8". USE MOISTURE RESISTANT GYPSUM BOARD IN BATHROOMS EXCEPT WHEN FINISHING WALLS WITH CERAMIC TILE. UNDER CERAMIC TILE USE 1/2" FIBER CEMENT BACKERBOARD SUCH AS "HARDIBACKER 500" OR APPROVED EQUAL. INSTALL BACKERBOARD AS PER MANUFACTURER'S INSTRUCTIONS.
- CEILING: SHALL BE GYPSUM BOARD (FLAME-SPREAD CLASSIFICATION NOT GREATER THAN 200), 1/2" THICK (UNLESS OTHERWISE NOTED), TAPERED EDGE TYPE, 48" WIDE, AND IN LENGTH AS REQUIRED WITH METAL EXTERIOR CORNERS AND REINFORCED PAPER INTERIOR CORNERS, AND (3) COATS COMPOUND AND SANDING FINISH. ATTACH GYPSUM BOARD USING TYPE S OR W SCREWS (PER ASTM C 1002) @ 12" O.C. TO PENETRATE WOOD FRAMING NOT LESS THAN 5/8". USE MOISTURE RESISTANT GYPSUM BOARD IN BATHROOMS EXCEPT WHEN FINISHING CEILINGS WITH CERAMIC TILE. UNDER CERAMIC TILE USE 1/2" FIBER CEMENT BACKERBOARD SUCH AS "HARDIBACKER 500" OR APPROVED EQUAL. INSTALL BACKERBOARD AS PER MANUFACTURER'S INSTRUCTIONS. TYPE X GYPSUM BOARDS FOR GARAGE CEILINGS BENEATH HABITABLE ROOMS SHALL BE INSTALLED PERPENDICULAR TO THE CEILING FRAMING AND SHALL BE FASTENED @ MAX. 6' O.C. BY MIN. 1 7/8" 6# COATED NAILS OR EQUIVALENT DRY WALL SCREWS.
- FLOORS: REVIEW FINISHES WITH OWNER. UNDER CERAMIC TILE USE 1/4" FIBER CEMENT UNDERLAYMENT SUCH AS "HARDIBACKER" OR APPROVED EQUAL. INSTALL UNDERLAYMENT AS PER MANUFACTURER'S INSTRUCTIONS.
- PAINTING: THE CONTRACTOR SHALL FURNISH ALL MATERIAL AND LABOR NECESSARY TO COMPLETELY FINISH AND PROTECT THE BUILDING. UNLESS OTHERWISE SPECIFIED, MATERIALS SHALL BE AS MANUFACTURED BY "PRATT AND LAMBERT" OR "PITTSBURGH" OR APPROVED EQUAL. COLORS TO BE SELECTED BY THE OWNER.
- INTERIOR AND EXTERIOR PAINT: PROVIDE TWO COATS IN ADDITION TO THE PRIMER COAT. COLOR TO BE SELECTED BY THE OWNER.
- CLOSETS (WHERE APPLICABLE): REVIEW THE FIT-UP OF ALL CLOSETS WITH THE OWNER.

9. ALARMS

(THE FOLLOWING INFORMATION IS TAKEN FROM SECTION R313 OF THE 2007 RESIDENTIAL CODE OF NEW YORK)

- SMOKE ALARMS SHALL BE INSTALLED IN THE FOLLOWING LOCATIONS:
 - IN EACH SLEEPING ROOM.
 - OUTSIDE OF EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOMS.
 - ON EACH ADDITIONAL STORY OF THE DWELLING, INCLUDING BASEMENTS BUT NOT INCLUDING CRAWL SPACES AND UNINHABITABLE ATTICS. IN DWELLINGS OR DWELLING UNITS WITH SPLIT LEVELS AND WITHOUT AN INTERVENING DOOR BETWEEN THE ADJACENT LEVELS, A SMOKE ALARM INSTALLED ON THE UPPER LEVEL SHALL SUFFICE FOR THE ADJACENT LOWER LEVEL PROVIDED THAT THE LOWER LEVEL IS LESS THAN ONE FULL STORY BELOW THE UPPER LEVEL.
- WHEN MORE THAN ONE SMOKE ALARM IS REQUIRED TO BE INSTALLED WITHIN AN INDIVIDUAL DWELLING UNIT, THE ALARM DEVICES SHALL BE INTERCONNECTED IN SUCH A MANNER THAT THE ACTUATION OF ONE ALARM WILL ACTIVATE ALL THE ALARMS IN THE INDIVIDUAL UNIT. THE ALARM SHALL BE CLEARLY AUDIBLE IN ALL BEDROOMS OVER BACKGROUND NOISE LEVELS WITH ALL INTERVENING DOORS CLOSED.

EXCEPTION: IN OTHER THAN BED AND BREAKFAST DWELLINGS INTERCONNECTION IS NOT REQUIRED WHERE SMOKE ALARMS ARE PERMITTED TO BE BATTERY OPERATED SUCH AS INSTALLED IN BUILDINGS WITHOUT COMMERCIAL POWER OR AN ON-SITE ELECTRICAL POWER SYSTEM OR IN BUILDINGS THAT UNDERGO REPAIR, ALTERATION, CHANGE OR OCCUPANCY WHERE INTERIOR WALL OR CEILING FINISHES ARE NOT REMOVED TO EXPOSE THE STRUCTURE.
- ALL SMOKE ALARMS SHALL BE LISTED AND INSTALLED IN ACCORDANCE WITH THE PROVISIONS OF THIS CODE AND THE HOUSEHOLD FIRE WARNING EQUIPMENT PROVISIONS OF NFPA 72.
- CARBON MONOXIDE ALARMS SHALL BE INSTALLED IN THE FOLLOWING LOCATIONS:

EXCEPTION: CONFORMANCE WITH THIS SECTION IS NOT REQUIRED WHERE FUEL-FIRED APPLIANCES AND EQUIPMENT, SOLID FUEL BURNING APPLIANCES AND EQUIPMENT, FIREPLACES, OR MOTOR-VEHICLE RELATED OCCUPANCIES ARE NOT LOCATED WITHIN THE STRUCTURE.

 - WITHIN EACH DWELLING UNIT ON ANY STORY HAVING A SLEEPING AREA.
 - OUTSIDE OF EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOMS.
 - ON ANY STORY OF A DWELLING UNIT WHERE FUEL-FIRED APPLIANCES AND EQUIPMENT, SOLID FUEL BURNING APPLIANCES AND EQUIPMENT, FIREPLACES OR ATTACHED GARAGES ARE LOCATED. A CARBON MONOXIDE ALARM INSTALLED ON ANY STORY OF A DWELLING UNIT HAVING A SLEEPING AREA SHALL SUFFICE FOR THAT STORY WHERE FUEL-FIRED APPLIANCES AND EQUIPMENT, SOLID FUEL BURNING APPLIANCES AND EQUIPMENT, FIREPLACES OR ATTACHED AUTOMOTIVE PARKING GARAGES ARE ALSO LOCATED.
- WHEN MORE THAN ONE CARBON MONOXIDE ALARM IS REQUIRED TO BE INSTALLED WITHIN AN INDIVIDUAL DWELLING UNIT, THE ALARM SHALL BE INTERCONNECTED IN SUCH A MANNER THAT THE ACTUATION OF ONE ALARM WILL ACTIVATE ALL THE ALARMS IN THE INDIVIDUAL UNIT. THE ALARM SHALL BE CLEARLY AUDIBLE IN ALL BEDROOMS OVER BACKGROUND NOISE LEVELS WITH ALL INTERVENING DOORS CLOSED.

EXCEPTION: IN OTHER THAN BED AND BREAKFAST DWELLINGS INTERCONNECTION IS NOT REQUIRED WHERE CARBON MONOXIDE ALARMS ARE PERMITTED TO BE BATTERY OPERATED SUCH AS INSTALLED IN BUILDINGS WITHOUT COMMERCIAL POWER OR AN ON-SITE ELECTRICAL POWER SYSTEM OR IN BUILDINGS THAT UNDERGO REPAIR, ALTERATION, CHANGE OR OCCUPANCY WHERE INTERIOR WALL OR CEILING FINISHES ARE NOT REMOVED TO EXPOSE THE STRUCTURE.
- ALL CARBON MONOXIDE ALARMS SHALL BE LISTED AND LABELED AS COMPLYING WITH UL 2034 OR CAN/CSA 619, AND SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS AND THIS CODE.
- COMBINATION SMOKE AND CARBON MONOXIDE ALARMS ARE PERMITTED, PROVIDED THE ALARM IS LISTED FOR SUCH USE. COMBINATION SMOKE AND CARBON MONOXIDE ALARMS SHALL HAVE DISTINCTLY DIFFERENT ALARM SIGNALS FOR SMOKE OR CARBON MONOXIDE ALARM ACTIVATION.
- CARBON MONOXIDE ALARMS SHALL NOT BE LOCATED WITHIN OR NEAR THE OPENINGS TO GARAGES, BATHROOMS OR FURNACE ROOMS OR AS SPECIFIED IN THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.



Town of Washington

CDBG PARK IMPROVEMENTS SENIOR FACILITY PROJECT		EDMOND G. LOEDY, ARCHITECT P.C.	
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DATE: 11/20/24	SCALE: AS SHOWN	2309	
DRAWN BY: LB,DH,BN	CKD: EGL		
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A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

- A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
 1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

- A. **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- B. **Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- C. **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. **Apprentices and equal employment opportunity**

i. **Apprentices**

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

- 1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
- 3. Withholding for unpaid wages and liquidated damages**
 - i. Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
 - ii Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
 - A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - B.** A contracting agency for its procurement costs;
 - C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
 - D.** A contractor’s assignee(s);
 - E.** A contractor’s successor(s); or
 - F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
- 4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

"General Decision Number: NY20240007 11/08/2024

Superseded General Decision Number: NY20230007

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:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 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 2024.
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:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 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 2024.

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	01/05/2024
1	02/09/2024
2	03/08/2024
3	04/05/2024
4	05/31/2024
5	07/05/2024
6	08/23/2024
7	08/30/2024
8	09/06/2024
9	09/27/2024
10	11/01/2024
11	11/08/2024

ASBE0040-003 05/01/2024

SULLIVAN AND ULSTER COUNTIES

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER Duties limited to preparation wetting; stripping; removal; scrapping; vacuuming; bagging; and disposing of all insulation materials whether they contain asbestos or not from mechanical systems.....	\$ 38.40	24.42
Insulator/asbestos worker (includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems).....	\$ 40.46	26.86

ASBE0091-002 05/29/2023

DUTCHESS AND ORANGE COUNTIES

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER Duties limited to preparation, wetting, stripping, removal scrapping, vacuuming, bagging and disposing of all insulation materials; whether they contain asbestos or not from mechanical systems.....	\$ 44.97	47.35
Insulator/asbestos worker (Includes application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 44.97	47.35

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

BRNY0005-001 06/01/2023

	Rates	Fringes
BRICKLAYER (BUILDING CONSTRUCTION)		
DUTCHESS, ORANGE (Excluding the town of Tuxedo) and ULSTER COUNTIES Bricklayers, Cement Masons, Plasterers, Stone Masons.....	\$ 45.00	36.89
ORANGE COUNTY (Town of Tuxedo)		
Bricklayers, Cement Masons, Plasterers, Stone Masons.....	\$ 45.89	37.45
BRICKLAYER (HEAVY CONSTRUCTION)		
DUTCHESS, ORANGE (Excluding the town of Tuxedo) and ULSTER COUNTIES Bricklayers, Cement Masons, Plasterers, Stone Masons.....	\$ 45.50	36.89
ORANGE COUNTY (Town of Tuxedo)		
Bricklayers, Cement Masons, Plasterers, Stone Masons.....	\$ 46.39	37.45
BRICKLAYER (HIGHWAY CONSTRUCTION)		
DUTCHESS, ORANGE (Excluding the town of Tuxedo), SULLIVAN and ULSTER COUNTIES Bricklayers, Cement Masons, Plasterers, Stone Masons.....	\$ 45.50	36.89

CARP0279-005 07/01/2024

	Rates	Fringes
Carpenters:		
BUILDING CONSTRUCTION Carpenters, Millwrights, Pile Drivers.....	\$ 43.50	30.22
HEAVY & HIGHWAY CONSTRUCTION Carpenters, Millwrights, Pile Drivers.....	\$ 43.50	30.22

CARP0740-002 07/01/2023

DUTCHESS AND ORANGE COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 46.00	42.66

CARP1556-005 07/01/2023		

DUTCHESS AND ORANGE COUNTIES

	Rates	Fringes
Diver Tender.....	\$ 53.57	55.31
Diver.....	\$ 74.03	55.31
Dock Builder & Piledrivermen.....	\$ 59.16	55.31

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)		
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 operator.....	\$ 51.66	7%+35.40
Groundman truck driver (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 operator.....	\$ 51.66	7%+35.40
Groundman truck driver (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 Operator.....	\$ 52.85	7%+35.40

Groundman Truck Driver (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) TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT		
Cable splicer.....	\$ 39.24	3%+5.70
Groundman.....	\$ 19.74	3%+5.70
Installer Repairman- Teledata Lineman/Technician- 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 03/06/2017

DUTCHESS COUNTY (POUGHKEEPSIE AND SOUTH THEREOF)

BUILDING CONSTRUCTION

	Rates	Fringes
Power Equipment Operator		
GROUP 1A.....	\$ 53.95	28.52+a
GROUP 1B.....	\$ 49.68	28.52+a
GROUP 2A.....	\$ 52.03	28.52+a
GROUP 3A.....	\$ 50.11	28.52+a
GROUP 3B.....	\$ 47.67	28.52+a
GROUP 4A.....	\$ 49.60	28.52+a
GROUP 4B.....	\$ 41.85	28.52+a
GROUP 5.....	\$ 45.17	28.52+a
GROUP 5A.....	\$ 56.63	28.52+a
GROUP 5B.....	\$ 42.83	28.52+a
GROUP 6.....	\$ 44.92	28.52+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 (scrapers over 20 yds struck); mucking machines; pavement breaker (air ram); paver (concrete); road boring machine; road mix machines; ross 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

ENGI0137-007 03/06/2017

Poughkeepsie and South thereof

	Rates	Fringes
Power Equipment Operator (HEAVY & HIGHWAY)		
GROUP 1.....	\$ 58.54	28.15+a
GROUP 1-A.....	\$ 51.68	28.15+a
GROUP 1-B.....	\$ 54.42	28.15+a
GROUP 2-A.....	\$ 49.52	28.15+a
GROUP 2-B.....	\$ 51.05	28.15+a
GROUP 3.....	\$ 48.67	28.15+a
GROUP 4-A.....	\$ 44.29	28.15+a
GROUP 4-B.....	\$ 38.13	28.15+a
GROUP 5.....	\$ 54.69	28.15+a
GROUP 5-A-1.....	\$ 54.69	28.15+a
GROUP 5-A-2.....	\$ 66.22	28.15+a
GROUP 5-A-3.....	\$ 63.97	28.15+a
GROUP 5-A-4.....	\$ 60.03	28.15+a
GROUP 5-A-5.....	\$ 50.65	28.15+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

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, whirlies, 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, Revinus 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 01/01/2018

ORANGE, ULSTER AND SULLIVAN COUNTIES

	Rates	Fringes
Power Equipment Operator		
BUILDING, HEAVY & HIGHWAY		
GROUP 1.....	\$ 50.57	30.30
GROUP 2.....	\$ 48.98	30.30
GROUP 3.....	\$ 47.07	30.30
GROUP 4.....	\$ 45.44	30.30
GROUP 5.....	\$ 43.73	30.30
GROUP 6.....	\$ 52.39	30.30

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 Chopper 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

Platform Hoist and House Cars), Hoppers, Hoppers Doors (power operated); Hydro-Blaster (where required); Ladders (Motorized); Ladderator; 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 01/01/2018

ORANGE, ULSTER AND SULLIVAN COUNTIES

	Rates	Fringes
Power equipment operators:		
BUILDING CONSTRUCTION		
STEEL ERECTION		
GROUP 1.....	\$ 59.09	30.30
GROUP 2.....	\$ 57.43	30.30
GROUP 3.....	\$ 50.14	30.30
GROUP 4.....	\$ 47.48	30.30
GROUP 5.....	\$ 45.95	30.30
GROUP 6.....	\$ 44.19	30.30
GROUP 7.....	\$ 53.70	30.30
BUILDING CONSTRUCTION TANK ERECTION		
GROUP 1.....	\$ 58.81	30.30
GROUP 2.....	\$ 57.22	30.30
GROUP 3.....	\$ 53.70	30.30
GROUP 4.....	\$ 50.13	30.30
GROUP 5.....	\$ 44.92	30.30
OILSTATIC MAINLINES AND TRANSPORTATION PIPE LINES		
GROUP 1.....	\$ 51.20	30.30
GROUP 2.....	\$ 49.55	30.30
GROUP 3.....	\$ 47.41	30.30
GROUP 4.....	\$ 45.91	30.30
GROUP 5.....	\$ 44.19	30.30
GROUP 6.....	\$ 53.13	30.30

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, Compressed 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

NØTES:	
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
SULLIVAN COUNTIES (HEAVY &
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
WORK

GROUP 1.....	\$ 48.05	29.50+a
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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 surface 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. Guniting 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 mavnine men, Safety Miner, all shaft work, casson work, drilling, blow pipe, all air tools, tigger 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 Screeman, 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 10/01/2023

DUTCHESS, ORANGE, SULLIVAN AND ULSTER COUNTIES

Rates Fringes

PAINTER

Structural steel and Bridge.	\$ 56.00	54.33
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PLUM0021-005 05/01/2024

ZONE 2

DUTCHESS COUNTY AND THE REMAINDER OF ULSTER COUNTY

Rates Fringes

PLUMBER/PIPEFITTER.....	\$ 59.35	43.61
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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
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ROOF0008-002 05/01/2024

Rates Fringes

ROOFER.....	\$ 48.50	38.87
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SFNY0669-002 04/01/2024

Rates Fringes

SPRINKLER FITTER.....	\$ 53.34	30.77
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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.

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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 classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of 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. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the "SA" identifier indicate that the prevailing wage rate set by a state (or local) government was 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. 01/03/2024 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:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write 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 the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write 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 by 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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

SUPPLEMENTARY CONDITIONS TO THE CONSTRUCTION CONTRACT

U.S. Department of Housing
and Urban Development
Office of Housing

OMB Approval No. 2502-0598
(Exp. 9/30/2021)

Public Reporting Burden for this collection of information is estimated to average 0.2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

Warning: Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to, 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.

Article 1: Labor Standards

A. Applicability. The Project or program to which the construction work covered by this Contract pertains is being assisted or insured by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract or related instrument pursuant to the provisions applicable to such Federal assistance or insurance. Any statute or regulation contained herein shall also include any subsequent amendment or successor statute or regulation. The terms of this Supplementary Conditions to the Construction Contract (HUD-92554M) takes precedence over all provisions of the "General Conditions of the Contract for Construction" (AIA Document A201) inconsistent with said Supplementary Conditions.

B. Minimum Wages. Pursuant to Section 212 of the National Housing Act, as amended, 12 U.S.C. 1715c, the minimum wage provisions contained in this paragraph B do not apply to those projects with Security Instruments insured under Section 221(h)(1) designed for less than 9 families and they do not apply to those projects with Security Instruments insured under either Section 220 or 233 designed for less than 12 families.

1. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project) shall be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)(2) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii)) on behalf of laborers or mechanics are considered wages paid to such laborers or

mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii)) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics that is not listed in the wage determination and that is to be employed under this Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, D.C. 20210 ("**Administrator**"). The Administrator, or an authorized representative, shall approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise HUD or its designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary.

(c) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, shall issue a determination within thirty (30) days of receipt and so advise HUD or its

designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs B.1.(ii)(b) or (c) of this Article, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit that is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), all or part of the wages required by the Contract, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Payrolls, records, and certifications.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the Project). Such records shall contain the name, address, and social security number of each such worker, his or her correct

classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b)(2)(B) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii))), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b)(2)(B) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii)), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(a) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor shall submit the payrolls to the applicant, sponsor, or Owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired, whether paper (Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347.pdf> or its successor site), or electronically pursuant to Program Obligations. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant sponsor, or Owner, as the case may be, for transmission to HUD or its designee, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee.

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or

supervises the payment of the persons employed under the Contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete.
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph B.3.(ii)(b) of this Article.

(d) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Sections 3801 et seq of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under subparagraph B.3.(i) of this Article available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices shall be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by such Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the

program, but who has been certified by the Office of Apprenticeship, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where the Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship, or a State Apprenticeship Agency recognized by such Office, withdraws approval of an apprenticeship program, the Contractor shall no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees shall not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on

the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor shall no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 10 of this paragraph B and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage determination, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all Contract clauses referenced in this subparagraph.

7. Contract termination and debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor or a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act (40 U.S.C. 3144(b)(2)) or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act (40 U.S.C. 3144(b)(2)) or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Department . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined under this title or imprisoned not more than two years, or both."

C. Contract Work Hours and Safety Standards Act.

1. Applicability and Definitions. This paragraph C of Article 1 is applicable only if a direct form of federal assistance is involved, such as Section 8, Section 202/811 Capital Advance, grants etc., and is applicable only where the prime contract is in an amount greater than \$100,000. As used in this paragraph C, the terms "laborers" and "mechanics" include watchmen and guards.

2. Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work that may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

3. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the immediately preceding subparagraph C.2, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of such subparagraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in such subparagraph.

4. Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract, or under any other Federal contract with the same prime contractor, or under any other Federally-assisted contract subject to the Contract Work

Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph 3 of this paragraph C.

5. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 5 of this paragraph C and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in such subparagraphs 1 through 5.

D. Certification.

For projects with Security Instruments insured under the National Housing Act, as amended, that are subject to paragraph B of this Article 1, the Contractor is required to execute the Contractor's Prevailing Wage Certificate within HUD-92448 as a condition precedent to insurance by HUD of the Loan, or an advance thereof, made or to be made by the Lender in connection with the construction of the Project.

Article 2: Equal Employment Opportunity

A. Applicability. This Article 2 applies to any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee.

B. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

C. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

D. The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a

notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor shall include the provisions of paragraphs A through H of this Article 2 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as HUD or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however,* that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Article 3: Equal Opportunity for Businesses and Lower Income Persons Located Within the Project Area

A. This Article 3 is applicable to projects covered by Section 3, as defined in 24 CFR Part 135.

B. The work to be performed under this Contract is on a project assisted under a program providing Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very-low income residents of the unit of local government or the metropolitan area (or non-metropolitan county) as determined by HUD in which the Project is located and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the Project.

Article 4: Health and Safety

A. This Article 4 is applicable only where the prime contract is in an amount greater than \$100,000.

B. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

C. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926, and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

D. The Contractor shall include the provisions of this Article 4 in every subcontract so that such provisions shall be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as HUD or the Secretary of Labor shall direct as a means of enforcing such provisions.