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LEWIS COUNTY PUBLIC SAFETY BUILDING PARKING LOT AND DRAINAGE PROJECT

5252 OUTER STOWE STREET
VILLAGE OF LOWVILLE
LEWIS COUNTY, NEW YORK

CONTRACT #1 – GENERAL CONSTRUCTION

CONTRACT DOCUMENTS

Job # 2023-003
Date: 05-03-2023

LEWIS COUNTY PUBLIC SAFETY BUILDING PARKING LOT AND DRAINAGE PROJECT

PREPARED FOR:

LEWIS COUNTY BUILDING AND GROUNDS
7660 NORTH STATE STREET
LOWVILLE, NY 13367
CONTACT PERSON:
MR. MATT O'CONNOR
PH#: (315) 376-5321

5252 OUTER STOWE STREET
VILLAGE OF LOWVILLE
LEWIS COUNTY, NEW YORK



MATTHEW J. CERVINI, P.E.
MANAGING ENGINEER

The above Engineer states that to the best of his knowledge, information and belief, the plans and specifications are in accordance with the applicable requirements of New York State. It is a violation of New York State Law for any person, unless acting under the direction of a licensed professional engineer to alter this document in any way. If altered, such licensee shall affix his or her seal and the notation "altered by" followed by his or her signature, date, and a specific description of alteration

CONTRACT DOCUMENTS

Job # 2023-003
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PARKING LOT AND DRAINAGE PROJECT
PROJECT #: 2023-003**

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ADVERTISEMENT FOR BIDS

Lewis County, herein called the Owner, in accordance with Section 103 of Article 5-2 of the General Municipal Law, invites the submission of sealed bids for the construction work involved with the **Lewis County Public Safety Building Parking Lot and Drainage Project** as follows:

General Scope of Work:

The Work of the Project generally consists of furnishing all labor, tools, materials, and equipment required to demolish +/- 60,000 SF of existing asphalt and concrete driveways and walkways, clear and grub existing vegetation within work limits, install +/- 57,000SF of new asphalt and concrete driveways and walkways, install new drainage piping, drainage structures, light poles, electrical conduits, and other associated work.

Bids will be received for a single General Construction contract encompassing the full scope of the project.

Bids shall be received until **10 AM**, local time, on, **Thursday, May 25th, 2023**, at the Lewis County Courthouse, where they will be publicly opened and read. Bidders will be notified on Tuesday, June 6, 2023 of selection.

Bidders may access bidding documents by contacting Katelyn Jerome at GYMO to obtain an internet link on or after **Wednesday, May 3rd, 2023**. No print documents will be issued. Bidder is responsible for costs associated with printing the Digital Documents.

It is strongly recommended that all Bidders visit the site and thoroughly familiarize themselves with the conditions of the work. There will be a site walk through on May 10th, 2023, at 10 AM for bidders to attend if they wish. Questions regarding the project must be submitted in writing to the ENGINEER and will be accepted until one week before the bid opening.

A certified check or bank draft, payable to the OWNER, U.S. Government Bonds, or a satisfactory bid bond executed by the bidder or acceptable Sureties in an amount equal to five percent (5%) of the bid shall be submitted with each bid.

The successful bidder will be required to furnish and pay for satisfactory performance and payment bonds.

The OWNER reserves the right to reject any and all bids, and to waive any informalities in the bidding. No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of the OWNER.

The General Municipal Law of the State of New York requires that bidders certify, under penalty of perjury, that bids have been prepared without collusion with other bidders, subcontractors, suppliers, etc. This certification is included within the Bid Form.

END OF SECTION

INSTRUCTIONS TO BIDDERS

1 - DEFINED TERMS

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (EJCDC C-700) (2013 Edition) have the meanings assigned to them in the General Conditions. Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

- 1.1. Bidder - one who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to a Bidder.
- 1.2. Issuing Office - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- 1.3. Successful Bidder - the lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.
- 1.4. Bidding Documents - the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form and the Contract Documents (including all Addenda issued prior to receipt of Bids).

2 - COPIES OF BIDDING DOCUMENTS

- 2.1. As stated in the Advertisement or Invitation to Bid, an internet link will be provided to bidders to access Bidding Documents.
- 2.2. Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3 - QUALIFICATIONS OF BIDDERS

- 3.1. To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after Bid opening upon Owner's request detailed written evidence such as financial data, previous experience, present commitments and other such data as may be called for in the Bidding Documents. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or convenient to obtain such qualification prior to award of the contract.

4 - EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1. It is the responsibility of each Bidder before submitting a Bid:
 - 4.1.1. To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including "technical data" referred to below);
 - 4.1.2. To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;
 - 4.1.3. To consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;
 - 4.1.4. To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and
 - 4.1.5. To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
- 4.2. Reference is made to the Supplementary Conditions for identifications of:
 - 4.2.1. Those reports of explorations and tests of subsurface conditions at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such reports but not upon other data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for the purposes of bidding or construction.
 - 4.2.2. Those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site that have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such drawings but not upon other data, interpretations, opinions or information shown or indicated in such drawings or otherwise relating to such structures, nor upon the completeness thereof for the purposes of bidding or construction.
- 4.3. Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by

owners of such Underground Facilities or others, and Owner and Engineer do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

- 4.4. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Contract Documents due to differing or unanticipated conditions appear in Articles 5.03 and 5.04 of the General Conditions.
- 4.5. Before submitting a Bid each Bidder will, at Bidder's own expense, be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.6. On request, Owner may provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests and studies.
- 4.7. Reference is made to the Supplementary Conditions for the identification of the general nature of work that is to be performed at the site by Owner or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such work.
- 4.8. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by Engineer is acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate

and convey understanding of all terms and conditions for performing and furnishing the Work.

- 4.9. The provisions of 4.1 through 4.8, inclusive, do not apply to Asbestos, Polychlorinated biphenyls (PCBs), Petroleum, Hazardous Waste or Radioactive Material covered by Article 5 of the General Conditions.

5 - AVAILABILITY OF LANDS FOR WORK, ETC.

The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

6 - INTERPRETATIONS AND ADDENDA

- 6.1. All questions about the meaning or intent of the Bidding Documents are to be directed to the Engineer. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda emailed or delivered to all parties recorded as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 6.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

7 - BID SECURITY

- 7.1. Each Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a surety meeting the requirements of Article 6.01 of the General Conditions.
- 7.2. The Bid security of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within five days after the notice of award, Owner may annul the Notice of Award and the Bid

security for that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the thirty-sixth day after the Bid opening, whereupon Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

8 - CONTRACT TIMES

The work must be substantially completed by 6 October 2023. Substantially complete describes all structures/pipes/conduits being installed, final grading complete, and asphalt placed. Final project completion, including final restoration, is set for 17 May 2024.

9 - LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, are set forth in the Agreement.

10 - SUBSTITUTE AND "OR-EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Contract Documents or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in Article 7 of the General Conditions and may be supplemented in the General Requirements.

11 - BID FORM

- 11.1. Sample bid forms are included in the Bidding Documents. Each Bid shall be prepared on the Contractor's letterhead identical to the sample bid form bound herein. Do not submit the Specification manual with the bidding documents. Do not remove any pages from the bound documents. (The bid form and other bidding documents herein may be photocopied onto bidder's letterhead.)
- 11.2. All blanks on the Bid Form must be completed by printing in black ink or by typewriter.
- 11.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and

attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

- 11.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 11.5. All names must be typed or printed in black ink below the signature.
- 11.6. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 11.7. The address and telephone number for communications regarding the Bid must be shown.
- 11.8. Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided in accordance with Paragraph 3 above. State contractor license number, if any, must also be shown.
- 11.9. Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the Drawings and Specifications including Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of Work or of the nature of the Work to be done.

12 - SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within sixty (60) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

13 - MODIFICATION AND WITHDRAWAL OF BIDS

- 13.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 13.2. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

14 - OPENING OF BIDS

Bids will be opened and (unless obviously non-responsive) read aloud publicly at the place where Bids are to be submitted. An abstract of the amounts of the base Bids and major alternates (if any) will be available to Bidders after the opening of Bids.

15. - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All Bids will remain subject to acceptance for sixty (60) after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

16. - AWARD OF CONTRACT

- 16.1. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- 16.2. In evaluating Bids, Owner will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

- 16.3. Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 16.4. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 16.5. If the contract is to be awarded, it will be awarded to the responsible Bidder who submits the lowest Total Bid Price, which the Owner selects as being consistent with the funds available to construct the project.
- 16.6. If the contract is to be awarded, Owner will give Successful Bidder a Notice of Award within fourteen days after the day of the Bid opening.

17. - CONTRACT SECURITY

Article 6.01 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds.

18. - SIGNING OF AGREEMENT

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Payment and Performance Bonds. Within ten days of receipt of acceptable Payment and Performance Bonds, and signed agreement, the Owner shall deliver one fully signed Agreement to Contractor. The Agreement is to be accompanied by the Notice to Proceed and four sets of the Contract Documents and Drawings.

Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and the Contractor. If the Notice to Proceed has not been issued within the ten (10) day

period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

19. - TAXES

- 19.1. Exemptions from Sales Tax: The Sales and Compensating Use Taxes of the State of New York and of cities and counties do not apply to purchases and sales of materials and supplies pursuant to the provisions of this contract. These taxes are not to be included in Bids. This exemption does not, however, apply to tools, machinery, equipment or other property leased by or to the Contractor or a subcontractor or to materials and supplies of a kind which will not be incorporated into the completed project.
- 19.2. Other Assessments and Taxes: Each bidder shall include in his base bid proposal all other costs and liabilities other than that excluded in paragraph 19.1 above for the amounts addressed under any sales, consumer, use, or other similar tax, any assessment or taxes upon the wages and salaries paid to employees of the Contractor and his subcontractors under the Contract, or any other taxes assessed by federal, state or local governments.

20. - RETAINAGE

Provisions concerning retainage are set forth in the Agreement.

21. – WAGE AND HOURS PROVISIONS

Wages shall be in accordance with the wage schedule included as part of these Contract Documents. Work hours shall be agreed to by Lewis County. Contractor is to pay wages in accordance with whichever schedule (Davis-Bacon or New York State Department of Labor) offers the higher wage. Contractor is to always pay wages in accordance with most recent wage schedule. Should a new wage schedule be released after bids are opened, the contractor is to always pay wages in accordance with the most recent pay schedule.

22. - WORK NEAR UNDERGROUND FACILITIES

Bidder's attention is called to the requirements of Chapter 818 of the 1974 Laws of the State of New York regulating the construction, excavation, and demolition near underground facilities, and repealing Section 322(a) of the General Business Law relating thereto. Where conflicts occur in the requirements (for performing this type of work) between this law and the Contract Documents, the requirements of the law shall govern.

23. - OWNER'S OPTION TO DELETE PORTIONS OF THE CONTRACT

After award of this Contract, the Owner reserves the right to delete portions of the Contract as necessary to remain within the amount budgeted for construction.

END OF SECTION

BID FORM

PROJECT IDENTIFICATION: Lewis County Public Safety Building Parking Lot and Drainage Project

CONTRACT IDENTIFICATION AND NUMBER: 2023-003

THIS BID IS SUBMITTED TO: Lewis County

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged; (List Addenda by Addendum Number and Date)

(b) BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;

(c) BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work;

(d) BIDDER has carefully reviewed all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the

site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Article 5.03 of the General Conditions. BIDDER accepts the determination set forth in paragraph SC-5.03 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in Article 5.03 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents;

- (e) BIDDER is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents;
- (f) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents;
- (g) BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

CONTRACT NO. 1 – GENERAL CONSTRUCTION

LIST OF BID ITEMS

<u>ITEM</u>	<u>ESTIMATED QUANTITY</u>	<u>TOTAL COST OF ITEM</u>
1. General Construction		
Dollar (\$) _____) Lump Sum	_____ LS	_____
2. Rock Removal		
Dollar (\$) _____) Cubic Yard	_____ 350 CY	_____

TOTAL AMOUNT OF BID FOR ALL ITEMS BASED ON ENGINEERS ESTIMATED QUANTITIES

(Amount in Words)

(Amount in Figures)

NOTE: If there is a discrepancy between the Amount written in words and in figures, the Amount written in words shall take precedence.

BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the CONTRACT DOCUMENTS.

Respectfully submitted:

Signature

Address

Title

Date

License number (if applicable)
SEAL – (if BID is by a corporation)

4. BIDDER agrees that the Work will be substantially complete by: 4 August 2023. Substantially complete describes all structures/pipes/conduits being installed, final grading complete, and asphalt placed, as described in these Contract Documents.

5. The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security in the form of a bid bond or certified check.
- (b) Required BIDDER's Qualification Statement with supporting data.
- (c) Non-Collusive Bidding Certification.

6. Communications concerning this Bid shall be addressed to:

The address of BIDDER indicated below.

TELEPHONE: _____

7. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on _____ 20 _____

If BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

Phone No.: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)

Business Address: _____

Phone No.: _____

A Corporation

By _____ (SEAL)
(Corporation Name)

(State of Incorporation)

By _____ (SEAL)
(Name of Person Authorized to Sign)

(Corporate Seal)

(Title)

Attest _____
(Secretary)

Business Address: _____

Phone No.: _____

Date of Qualification to do business is _____

A Joint Venture

By _____ (SEAL)
(Name)

(Address)

By _____ (SEAL)
(Name)

(Address)

Phone Number and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a part to the joint venture should be in the manner indicated above).

SITE VISITATION FORM
ATTACHMENT TO THE BID

Prior to submission of the BID, the Contractor is requested to visit the project site to familiarize itself with conditions affecting the Bid. The Bidder shall verify the visit by having this attachment signed by the Owner's representative on the day of the site visit. Bidders are strongly advised to attend the site walk-through on May 10th, 2023, at 10am at the Lewis County Public Safety Building, located at 5252 Outer Stowe Street, Lowville, NY 13367.

Site visit performed by: _____

Date: _____

Owner's Authorized Representative: _____

Date: _____

BIDDER'S QUALIFICATION STATEMENT

This form must be completed and submitted with the bid by all prospective Bidders and their major suppliers and sub-contractors. The Owner reserves the right, subject to the limitations of the law, to reject bids from Contractors who, in the judgement of the Owner, do not demonstrate adequate experience or the ability by themselves or their sub-contractor or suppliers to execute the work of this contract as per the terms of the Contract Documents.

1. On a separate sheet, describe 3 projects of work, similar to that of the proposed project, which this firm has successfully executed, within the past five years. Include names and phone numbers of persons who can be contacted as references.

2. Name of Bidder: _____

3. Location and mailing address: _____

4. Telephone Number: _____
Fax Number: _____

5. Names of Legally Authorized Representative(s): _____

6. Form of Business (Corporation, Partnership, etc.): _____

7. Type of Work or Trade Performed by this Bidder/Supplier/Sub-contractor:

8. When was this particular business founded?:

9. Has this firm been removed from a project, banned from bidding on projects, or failed to complete work under contract? (If yes, provide details.)

10. List three trade references (material suppliers, etc.)

11. List one bank reference: _____

12. Are there any judgements, claims, arbitration proceedings or suits pending or outstanding against your organization or officials? (If yes, provide details.)

The undersigned warrants that the information above and on the attached sheet(s), is accurate and true.

Name of Authorized Signatory

Title

Signature of Authorized Signatory

Date

NON-COLLUSIVE BIDDING CERTIFICATION

State of _____)

County of _____)

City of _____)

_____, being first duly sworn,

deposes and says:

That _____ he/she _____ is

Owner, or member of firm or president, or other title of officer the party making the foregoing proposal or bid, that such bid is genuine and not collusive or sham that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or cost element of said bid price, or that of any other bidder or to secure any advantage against the _____, or any person interested in the proposed contract, and that all statements contained in said proposal or bid are true.

Signature of Bidder

Subscribed and sworn to before me this _____, day of

My commission expires _____.

If oath is taken outside of New York State, a County Clerk's certificate as to the Authority of the Officer administering, the oath must be attached.

BID BOND

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

BID DUE DATE: _____

PROJECT (Brief Description Including Location):

BOND

BOND NUMBER: _____

DATE (Not later than Bid due date): _____

PENAL SUM: _____

(Words)

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)
Bidder's Name and Corporate Seal

(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

- Note:
- (1) Above addresses are to be used for giving required notice.
 - (2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

3.2. All Bids are rejected by OWNER, or

3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States

Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$ 1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 1,000 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of: \$.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item)

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$_____.
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- B. Contractor shall submit with each Application for Payment:
 - 1. Certified Payrolls

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest as required by General Municipal Law §106-b(1)(b).

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Performance bond
 - 3. Payment bond
 - 4. General Conditions
 - 5. Supplementary Conditions
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of all sheets listed in Appendix A of these Contract Documents.
 - 8. Addenda (numbers to , inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages to , inclusive).
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and

unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

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

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

2.

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(where applicable)

EXHIBIT "A"

**PERFORMANCE BONDS
PAYMENT BONDS**

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place
of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

EJCDC No. 1910-28-A (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.

If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in Paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in Paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract;

3.3.2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in Paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied

liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY--Name, Address and Telephone)
AGENT or BROKER: OWNER'S REPRESENTATIVE (Engineer or other party):

CONSTRUCTION PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Business):

Surety (Name of Principal Place of

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modification to this Bond Form:

CONTRACTOR AS PRINCIPAL
Company (Corp. Seal)

SURETY
Company (Corp. Seal)

Signature
Name and Title: _____

Signature
Name and Title: _____

CONTRACTOR AS PRINCIPAL
Company (Corp. Seal)

SURETY
Company (Corp. Seal)

Signature
Name and Title: _____

Signature
Name and Title: _____

EJCDC No. 1910-28B (1984 Edition)

Prepared through the joint efforts of the Surety Association of America, Engineers' Joint Contract Documents Committee. The Associated General Contractors of America, and the American Institute of Architects, American Subcontractors Association, and the Associated Specialty Contractors.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

- I. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
- II. Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits and tendered defense such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. the Surety shall have no obligation to Claimants under this Bond until:

I. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

II. Claimants who do not have a direct contract with the Contractor:

- A. Have Furnished written notice to the Contractor and sent a copy, of notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or from whom the labor was done or performed; and
- B. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- C. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

- I. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
- II. Pay or arrange for payment of any undisputed amounts.

7. the Surety's total obligation shall not exceed the amount of this Bond, and the amount of the Bond shall be credited for any payments made in good faith by the Surety.

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER: OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

8. Amount owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any

Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase order and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS:

I. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contractor. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

II. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

III. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

EXHIBIT "B"

**NOTICE OF AWARD
NOTICE TO PROCEED
APPLICATION FOR PAYMENT
CHANGE ORDER**

SUBMITTAL COVER

NOTICE OF AWARD

Date of Issuance:

Owner:	Lewis County	Owner's Contract No.:
Engineer:	GYMO, DPC	Engineer's Project No.: 2023-003
Project:	Public Safety Building Parking Lot and Drainage Project	Contract Name:

Bidder:

Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated [_____] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

[describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: \$ _____ *[note if subject to unit prices, or cost-plus]*

[] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner [_____] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By:

Title:

Copy: Engineer

NOTICE TO PROCEED

To: _____

Date: _____
Project: Lewis County Public
Safety Building Parking Lot and
Drainage Project

You are hereby notified to commence WORK in accordance with the Agreement dated _____ on or before _____, and you are to substantially complete (only lacking restoration) the WORK on the date as noted in the Agreement, with a final completion of all work on the date as noted in the Agreement

Lewis County
Owner

BY

Title

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED
is hereby acknowledged by

_____,
this the _____ day
of _____ 20__

By

Title

APPLICATION FOR PAYMENT NO. _____

To: _____ (OWNER)

From: _____ (CONTRACTOR)

Contract: _____

Project: _____

OWNER's Contract No. _____ ENGINEER'S Project No. _____

For Work accomplished through the date of: _____

1.	Original Contract Price	\$ _____
2.	Net change by Change Orders and Written Amendments (+ or -):	\$ _____
3.	Current Contract Price (1 plus 2):	\$ _____
4.	Total completed and stored to date:	\$ _____
5.	Retainage (per Agreement):	
	_____ of completed Work: \$ _____	
	_____ of stored material: \$ _____	
	Total Retainage:	\$ _____
6.	Total completed and stored to date less retainage (4 minus 5):	\$ _____
7.	Less previous Application for Payments:	\$ _____
8.	DUE THIS APPLICATION (6 MINUS 7):	\$ _____

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated _____ By: _____
CONTRACTOR (Authorized Signature)

State of _____

County of _____

Subscribed and sworn to me before this _____

day of _____, _____

Notary Public
My Commission expires: _____

ACCEPTED BY FUNDING AGENCY:
The review and acceptance of this application for Payment does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the Contract Documents.

Payment of the above AMOUNT DUE
THIS APPLICATION is recommended APPROVED:

By: _____
ENGINEER (Authorized Signature)

By: _____
OWNER (Authorized Signature)

By: _____
AGENCY (Authorized Signature)

Title: _____

Title: _____

Title: _____

Date: _____

Date: _____

Date: _____

APPLICATION FOR PAYMENT

INSTRUCTIONS

A. GENERAL INFORMATION

The sample form of Schedule of Values is intended as a guide only. Many projects require a more extensive form with space for numerous items, descriptions of Change Orders, identification of variable quantity adjustments, summary of materials and equipment stored at the site and other information. It is expected that a separate form will be developed by Engineer and Contractor at the time Contractor's Schedule of Values is finalized. Refer to Article 14 of the General Conditions for provisions concerning payments to Contractor.

B. COMPLETING THE FORM

The Schedule of Values, submitted and approved as provided in paragraphs 2.05.A.3 and 2.07 of the General Conditions, should be reproduced as appropriate in the space indicated on the Application for Payment form. Note that the cost of materials and equipment is often listed separately from the cost of installation. Also, note that each Unit Price is deemed to include Contractor's overhead and profit.

All approved Change Orders affecting the Contract Price should be identified and included in the Schedule of Values as required for progress payments.

The form is suitable for use in the Final Application for Payment as well as for Progress Payments; however, the required accompanying documentation is usually more extensive for final payment. All accompanying documentation should be identified in the space provided on the form.

C. LEGAL REVIEW

All accompanying documentation of a legal nature, such as Lien waivers, should be reviewed by an attorney, and Engineer should so advise Owner.

Change Order No. _____

Date of Issuance:
 Owner: Lewis County
 Contractor:
 Engineer: GYMO, DPC
 Project: Public Safety Building Parking Lot and Drainage Project

Effective Date:
 Owner's Contract No.:
 Contractor's Project No.:
 Engineer's Project No.: 2023-003
 Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:
 Attachments:

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____ \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED: By: _____ Engineer (if required) Title: _____ Date: _____	ACCEPTED: By: _____ Owner (Authorized Signature) Title: _____ Date: _____	ACCEPTED: By: _____ Contractor (Authorized Signature) Date: _____ Title: _____
------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------

Approved by Funding Agency
 (if applicable)

By: _____ Date: _____
 Title: _____

SUBMITTAL COVER

GYMO Architecture, Engineering & Land Surveying, D.P.C.
18969 US Route 11
Watertown, NY 13601
Phone: (315) 788-3900
Fax: (315) 788-0668

Submittal No. Contractor

Contractor:
Address:

Engineer's Project Number: 2023-003
Contractor's Number:
Project Name: Lewis County Public Safety Building Parking
Lot and Drainage Project

Phone/Fax:

Date Returned:

TYPE OF SUBMITTAL

(Check one)

- Product Data
- Shop Drawings
- Color Selection
- Sample
- O&M Manual
- Record Document
- Other

DATE OF SUBMITTAL:

RESUBMITTED:

NUMBER OF ATTACHED:

SUBSTITUTION

See General Conditions

- Yes
- No

CONTRACTOR APPROVAL

Identify that this submittal has been reviewed and approved by the Contractor in accordance with the General Conditions

By: _____ Date: _____

PRODUCT IDENTIFICATION

Specification Section Number:
Contract Drawing Number:
Product Name:
Part/Paragraph:
Detail Reference:
Manufacturer:

Deviation From Contract Documents:

Contractor Comments:

SHOP DRAWING (FOR USE BY GYMO)

- No Exception Taken
- Furnish as Corrected
- Revise & Resubmit
- Rejected

Corrections or comments made on the shop drawings during this review do not relieve the Contractor from compliance with the requirements of the drawings and specifications. Checking is only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Contractor is responsible for dimensions to be confirmed and correlated at the job site; for information that pertains solely to

the fabrication processes or to techniques of construction and for coordination of the work of all trades.

Date: _____

By: _____

ENGINEER'S COMMENTS

Received Stamp

**Lewis County Public Safety Building
Parking Lot and Drainage Project**

OWNER: Lewis County

ENGINEER: GYMO

Architecture, Engineering, & Land Surveying, D.P.C.



Architecture ■ Engineering ■ Surveying
Construction Management

18969 US. Rt.11, Watertown, NY 13601. www.gymodpc.com
email: web@gymodpc.com p.315-788-3900 f. 315-788-0668

CONTRACT #1 - GENERAL CONSTRUCTION
CONTRACTOR NAME

ADD EACH CONTRACTOR LOGO IN THIS
AREA



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Lewis County
Mark Tompkins, Design Engineer
18969 US Route 11
Watertown NY 13601

Schedule Year 2022 through 2023
Date Requested 04/14/2023
PRC# 2023004325

Location Village of Lowville
Project ID# 2023-003
Project Type Demolish existing parking lots and driveways and construct new parking lots, driveways, drainage facilities, security gates, and other associated work.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2022 through June 2023. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission; a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion [online](#).

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the ["Request for a dispensation to work overtime" form \(PW30\)](#) and ["4 Day / 10 Hour Work Schedule" form \(PW 30.1\)](#).

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.ny.gov.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website www.labor.ny.gov.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid

or provided, and Daily and weekly number of hours worked in each classification.

The filing of payrolls to the Department of Jurisdiction is a condition of payment. Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 . Section 220-a).

Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers' compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Lewis County

Mark Tompkins, Design Engineer
18969 US Route 11
Watertown NY 13601

Schedule Year 2022 through 2023
Date Requested 04/14/2023
PRC# 2023004325

Location Village of Lowville
Project ID# 2023-003
Project Type Demolish existing parking lots and driveways and construct new parking lots, driveways, drainage facilities, security gates, and other associated work.

Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Contract Type:	
Approximate Starting Date: ____/____/____	<input type="checkbox"/> (01) General Construction	
Approximate Completion Date: ____/____/____	<input type="checkbox"/> (02) Heating/Ventilation	
	<input type="checkbox"/> (03) Electrical	
	<input type="checkbox"/> (04) Plumbing	
	<input type="checkbox"/> (05) Other : _____	

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

Social Security Numbers on Certified Payrolls:

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concern regarding inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, <https://dol.ny.gov/public-work-and-prevailing-wage>

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.ny.gov .

Worker Notification: (Labor Law §220, paragraph a of subdivision 3-a)

Effective June 23, 2020

This provision is an addition to the existing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage and supplement rate* for their particular job classification *on each pay stub**. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her job classification. The required notification will be provided with each wage schedule, may be downloaded from our website www.labor.ny.gov or be made available upon request by contacting the Bureau of Public Work at 518-457-5589. *In the event the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

(12.20)

**To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

**To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12240

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.

Required Notice under Article 25-B of the Labor Law

Attention All Employees, Contractors and Subcontractors: You are Covered by the Construction Industry Fair Play Act

The law says that you are an employee unless:

- You are free from direction and control in performing your job, **and**
- You perform work that is not part of the usual work done by the business that hired you, **and**
- You have an independently established business.

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.

Employee Rights: If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor, **you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

Penalties for paying workers off the books or improperly treating employees as independent contractors:

- **Civil Penalty**
 - First offense: Up to \$2,500 per employee
 - Subsequent offense(s): Up to \$5,000 per employee
- **Criminal Penalty**
 - First offense: Misdemeanor - up to 30 days in jail, up to a \$25,000 fine and debarment from performing public work for up to one year.
 - Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a \$50,000 fine and debarment from performing public work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to dol.misclassified@labor.ny.gov. All complaints of fraud and violations are taken seriously. You can remain anonymous.

Employer Name:

IA 999 (09/16)

Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at:

<https://dol.ny.gov/public-work-and-prevailing-wage>

If you feel that you have not received proper wages or benefits, please call our nearest office.*

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5156		

* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is \$250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record or other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is \$3 million in Bronx, Kings, New York, Queens and, Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury.

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Lewis County General Construction

Boilermaker **04/01/2023**

JOB DESCRIPTION Boilermaker **DISTRICT 6**

ENTIRE COUNTIES
 Cayuga, Clinton, Cortland, Franklin, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

WAGES

Per hour:	07/01/2022	01/01/2023	01/01/2024
Boilermaker	\$ 36.23	\$ 37.23	\$ 38.23

SUPPLEMENTAL BENEFITS

Per hour:			
Journeyman	\$ 26.01*	\$ 26.31*	\$ 26.62*
	+ 1.23	+ 1.23	+ 1.23

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

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

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

NOTE: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed. When Christmas Day and New Year's fall on Saturday, Friday will be observed as the holiday.

REGISTERED APPRENTICES
 WAGES per hour: Six month terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

SUPPLEMENTAL BENEFITS per hour:

\$ 19.38*	\$ 19.38*	\$ 20.33*	\$ 21.26*	\$ 22.20*	\$ 23.16*	\$24.13*	\$ 25.06*
+ 1.23	+ 1.23	+ 1.23	+ 1.23	+ 1.23	+ 1.23	+ 1.23	+ 1.23

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

6-175

Carpenter - Building **04/01/2023**

JOB DESCRIPTION Carpenter - Building **DISTRICT 6**

ENTIRE COUNTIES
 Jefferson, Lewis, Oswego, St. Lawrence

WAGES

Per hour:	07/01/2022	07/01/2023	07/01/2024	07/01/2025
		Additional	Additional	Additional
Carpenter	\$ 30.10	\$ 1.00*	\$ 1.00*	\$ 1.00*
Floor Coverer	30.10			
Carpet Layer	30.10			
Drywall	30.10			
Diver - Wet Day	61.25			
Diver - Dry Day	31.10			
Dive Tender	31.10			

*To be allocated at a later date.

- NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):
- Pile Drivers/Dock Builders shall receive \$0.25 per hour over the journeyman's rate of pay when performing piledriving/dock building work.
 - Certified Welders shall receive \$1.00 per hour over the journeyman's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work
 - When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus \$1.50 per hour.
 - Depth pay for Divers based upon deepest depth on the day of the dive:

- 0' to 80' no additional fee
- 81'to 100' additional \$.50 per foot
- 101'to 150' additional \$0.75 per foot
- 151'and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive:
 - 0' to 50' no additional fee
 - 51' to 100' additional \$.75 per foot
 - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.
NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 21.96*

*NOTE: For work performed inside the secure area of Nuclear Power Plants - benefits calculated at same premium as shown for overtime(per hour paid).

OVERTIME PAY

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

* NOTE - Saturday is also payable at straight time if the employee misses work, except where a doctor's or hospital's verification of illness is produced Monday through Friday when work was available to the employee.

HOLIDAY

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

NOTE: Any holiday which occurs on Sunday shall be observed the following Monday. If Christmas falls on a Saturday, it shall be observed on the prior Friday.

REGISTERED APPRENTICES

CARPENTER APPRENTICES

Wages per hour (1040 hour terms at the following percentage of Journeyman's base wage):

1st	2nd	3rd	4th	5th
55%	60%	65%	70%	80%
Supplemental Benefits per hour**:				
\$ 12.45	\$ 12.45	\$ 15.10	\$ 15.10	\$ 15.11

PILEDRIIVER/DOCK BUILDER APPRENTICES

Wages per hour (1300 hour terms at the following percentage of Journeyman's base wage):

1st	2nd	3rd	4th
55%*	60%*	70%*	80%*
*Pile Driving/Dock Builder apprentices shall receive an additional \$0.25 per hour worked when performing piledriving/dock building work.			
Supplemental Benefits per hour**:			
\$ 12.45	\$ 12.45	\$ 15.10	\$ 15.11

LINOLEUM, RESILIENT TILE, AND CARPET LAYER APPRENTICES

Wages per hour (1300 hour terms at the following percentage of Journeyman's base wage):

1st	2nd	3rd	4th
55%	60%	70%	80%
Supplemental Benefits per hour**:			
\$ 12.45	\$ 12.45	\$ 15.10	\$ 15.11

ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:

- Certified Welders shall receive \$1.00 per hour over the apprentices rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work
- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus \$1.50 per hour.

** For work performed inside the secure area of Nuclear Power Plants - benefits calculated at same premium as shown for overtime(per hour paid).

6-277 JLS

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing west to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

WAGES

Wages per hour:	07/01/2022	07/01/2023 Additional	07/01/2024 Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	\$ 33.08	\$ 2.25*	\$2.25*

*To be allocated at a later date

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 25.45

OVERTIME PAY

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

HOLIDAY

Paid: See (5) on HOLIDAY PAGE

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

Notes:

When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. When a holiday falls upon a Sunday, it shall be observed on the following Monday.

An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

REGISTERED APPRENTICES

Wages per hour (1300 hour terms at the following percentage of Journeyman's wage):

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

Supplemental Benefits per hour:

1st term	\$ 16.97
2nd term	17.41
3rd term	19.40
4th term	19.84

2-42AtSS

Carpenter - Heavy&Highway

04/01/2023

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

Broome, Cayuga, Chemung, Cortland, Delaware, Jefferson, Lewis, Onondaga, Oswego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Yates

WAGES

Per hour	07/01/2022	05/01/2023 Additional	05/01/2024 Additional
Carpenter	\$ 34.13	\$ 2.50*	\$ 2.75*
Piledriver	34.13	2.50*	2.75*
Diver-Wet Day	59.13	2.50*	2.75*
Diver-Dry Day	35.13	2.50*	2.75*
Diver-Tender	35.13	2.50*	2.75*

*To be allocated at a later date.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

- When project owner mandates a single irregular work shift, the employee will receive an additional \$3.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.50 per hour.
- Certified welders when required to perform welding work will receive an additional \$2.50 per hour.

ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:

- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- All crew members aboard a submersible shall receive the Diver-Wet Day rate.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
 - 0' to 50' no additional fee
 - 51'to 100' additional \$.50 per foot
 - 101'to 150' additional \$0.75 per foot
 - 151'and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
 - 0' to 50' no additional fee
 - 51' to 100' additional \$.75 per foot
 - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday, provided the project duration is more than forty (40) hours.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 25.45

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

- In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday. Employee must work scheduled work day before and after the Holiday.

- The employee must work their scheduled workday before and their scheduled workday after the holiday to receive holiday pay.

REGISTERED APPRENTICES

CAPRENTER APPRENTICES

Wages per hour (1040 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th	5th
65%	70%	75%	80%	85%

Supplemental Benefits per hour:

\$ 16.97	\$ 17.41	\$ 19.40	\$ 19.84	\$ 20.28
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PILEDRIIVER/DOCKBUILDER APPRENTICES

Wages per hour (1300 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th
65%	70%	80%	85%

Supplemental Benefits per hour:

\$ 16.97	\$ 17.41	\$ 19.84	\$ 20.28
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NOTE ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:

- When project owner mandates a single irregular work shift, the employee will receive an additional \$3.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.50 per hour.
- Certified welders when required to perform welding work will receive an additional \$2.50 per hour.

2-277HH-Bro

Electrician

04/01/2023

JOB DESCRIPTION Electrician

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2022

Electrician	\$ 38.00
Teledata	38.00
Welder	40.00

NOTE: Additional premiums for the following work listed:

- Additional \$1.50 per hour for work performed underground such as tunnels and mine shafts. Excludes manholes and walkway tunnels between buildings.

- Additional \$1.50 per hour for working 35 feet or more on scaffolds, ladders, towers, steeples, structural steel, or mechanical lifts over 65 feet.

Shift Work: The following rates will apply on all Contracting Agency mandated shifts worked between the hours listed below. The employer may be permitted to adjust the starting hours of the shift by up to two (2) hours if required by the agency. If a shift begins outside of the stated shift hours, the rate paid would be determined by what shift the majority of the hours were worked.

1st shift:	8:00 AM to 4:30 PM	regular wage rate
2nd shift:	4:30 PM to 1:00 AM	regular wage rate plus 17.3%
3rd shift:	12:30 AM to 9:00 AM	regular wage rate plus 31.4%

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:	\$ 22.48
	*plus 5.75% of gross wage

* NOTE: THE 5.75% IS BASED ON THE HOURLY WAGE PAID, STRAIGHT TIME RATE OR PREMIUM TIME RATE.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

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

REGISTERED APPRENTICES

WAGES per hour: Hourly terms at the following percentage of Journeyman's wage.

	1-1000	to 2000	to 3500	to 5000	to 6500	to 8000
	45%	50%	55%	60%	70%	80%
Electrician	\$17.10	\$19.00	\$20.90	\$22.80	\$26.60	\$30.40
Tunnel	\$18.60	\$20.50	\$22.40	\$24.30	\$28.10	\$31.90

SUPPLEMENTAL BENEFITS per hour:

1st & 2nd term	\$ 10.72
	* plus 5.75% of gross wage
All other terms	\$ 22.48
	* plus 5.75% of gross wage

* NOTE: THE 5.75% IS BASED ON THE HOURLY WAGE PAID, STRAIGHT TIME RATE OR PREMIUM TIME RATE.

Madison: Only the towns of: Cazenovia, DeRuyter, Eaton, Fenner, Georgetown, Lebanon, Lenox, Nelson and Sullivan.
Oneida: Only the towns of: Camden, Florence and Vienna.

WAGES

Per hour: 07/01/2022

Elevator Constructor \$ 51.43
Helper 36.00

Four (4), ten (10) hour days may be worked for New Construction and Modernization Work at straight time during a week, Monday thru Thursday, or Tuesday thru Friday

*** Four(4), ten (10) hour days are not permitted for Contract Work/Repair Work

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 36.885*

*NOTE - add 6% of regular hourly rate for all hours worked. Add 8% of regular hourly rate if more than 5 years of service.

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

NOTE: When a paid holiday falls on a Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

WAGES per hour: 1 year terms at the following percentage of the Elevator Constructor wage.

0-6 months	6-12 months	2nd year	3rd year	4th year
50%	55%	65%	70%	80%

SUPPLEMENTAL BENEFITS per hour:

0-6 months: 6% of the hourly apprentice rate paid, no additional supplemental benefits.

All other terms: Same as Journeyman.

6-62.1

Glazier **04/01/2023**

JOB DESCRIPTION Glazier

DISTRICT 5

ENTIRE COUNTIES

Jefferson, Lewis, Livingston, Monroe, Ontario, Seneca, St. Lawrence, Wayne, Yates

WAGES

Per hour: 07/01/2022

Glazier \$ 27.05

** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 **

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 27.70

OVERTIME PAY

See (B, E, E2*, Q, Note) on OVERTIME PAGE.

*Note - Or circumstances beyond the control of the employer.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

1000 hour terms

Appr. 1st term:	\$ 17.00
Appr. 2nd term:	18.00
Appr. 3rd term:	19.00
Appr. 4th term:	20.00
Appr. 5th term:	21.00
Appr. 6th term:	22.00
Appr. 7th term:	23.00
Appr. 8th term:	24.00

Supplemental Benefits per hour:

Appr. 1st term	\$ 13.55
Appr. 2nd term	13.55
Appr. 3rd term	19.55
Appr. 4th term	19.55
Appr. 5th term	20.55
Appr. 6th term	20.55
Appr. 7th term	21.55
Appr. 8th term	21.55

5-677.1

Insulator - Heat & Frost

04/01/2023

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 6

ENTIRE COUNTIES

Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins

WAGES

Per hour: 07/01/2022

Asbestos Installer	\$ 37.00
Insulation Installer (On mechanical systems only)	

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFTS WORKED.

1ST SHIFT	\$ 37.00
2ND SHIFT	42.55
3RD SHIFT	46.25

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.
NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 24.34
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OVERTIME PAY

See (*B1, Q) on OVERTIME PAGE

*NOTE: First 10 hours on Saturday

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (4,6) on HOLIDAY PAGE.

Triple time for Labor Day if worked.

NOTE: When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

REGISTERED APPRENTICES

WAGES per hour: One year terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th
50%	60%	70%	80%
\$ 18.50	\$ 22.20	\$ 25.90	\$ 29.60

SUPPLEMENTAL BENEFITS per hour:

\$ 21.84	\$ 21.84	\$ 24.34	\$ 24.34
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6-30-Syracuse

Ironworker

04/01/2023

JOB DESCRIPTION Ironworker

DISTRICT 7

ENTIRE COUNTIES

Franklin, Herkimer, Lewis, Oneida, St. Lawrence

PARTIAL COUNTIES

Chenango: Only the Townships of Columbus, New Berlin, North Norwich, Plymouth, Sherburne and Smyrna.

Fulton: Only the Townships of Caroga, Ephratah, Oppenheim, Stratford.

Hamilton: Only the Townships of Arietta, Indian Lake, Inlet, Lake Pleasant, Long Lake and Morehouse.

Jefferson: Only the Townships of Antwerp, Champion, Philadelphia and Wilna.

Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Madison, Oneida and Stockbridge.

Montgomery: Only the Townships of Canajoharie, Minden, Palatine and St. Johnsville.

Otsego: Only the Townships of Burlington, Cherry Valley, Decatur, Edmeston, Exeter, Hartwick, Middlefield, New Lisbon, Otsego, Pittsfield, Plainfield, Richfield, Roseboom, Springfield and Westford, and Village of Cooperstown.

WAGES

Per hour: 07/01/2022

Structural/Reinforcing	\$ 31.25
Mach. Mover/Ornamental	31.25
Stone Derrickman	31.25
Chain Link Fence	31.25
Sheeter Ironworker	31.25
Pre-Engineered Building	31.25
Window Erector	31.25
Precast Erector	31.25
Welder	31.25

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 30.50

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: Any holiday which occurs on Sunday shall be observed the following Monday.

REGISTERED APPRENTICES

WAGES per hour: 1500 hour terms at the following wage.

1-1500hrs	\$ 19.50
1501-3000hrs	21.50
3001-4500hrs	23.50
4501-6000hrs	25.50

SUPPLEMENTAL BENEFITS per hour:

1-1500hrs	\$ 12.78
1501-3000hrs	20.87
3001-4500hrs	22.02
4501-6000hrs	23.18

7-440

Laborer - Building

04/01/2023

JOB DESCRIPTION Laborer - Building

DISTRICT 7

ENTIRE COUNTIES

Franklin, Jefferson, Lewis, St. Lawrence

WAGES

Group #1: All Laborers (except as otherwise noted below)
 Group #2: Hazardous Waste & Asbestos removal
 Group #3: Wind & Solar Worker*

Wages per hour:

	07/01/2022	07/01/2023	07/01/2024
Building Laborer:		Additional	Additional
Group # 1	\$ 26.33	\$ 1.00	\$ 1.25
Group # 2	27.83	1.00	1.25
Group # 3	26.83	1.00	1.25

NOTE: Building Laborer rates also apply on any masonry-type construction (block or brick with mortar), and on parking garages.

* Applies when performing delivery handling and site readiness for all solar panels and wind turbines, whether on land or water. Not applicable to the installation /assembly of solar photovoltaic panels or racking.

SUPPLEMENTAL BENEFITS

Per hour:

All groups \$ 25.45

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

WAGES per hour:

(1000 Hour) terms at the following percentages of Journeyman's wage:

to 1000	to 2000	to 3000	to 4000
70%	80%	90%	95%

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyman

7-1822

Laborer - Heavy&Highway

04/01/2023

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 7

ENTIRE COUNTIES

Franklin, Jefferson, Lewis, St. Lawrence

WAGES

GROUP A: Drill Helper, Flagmen, Outboard and Hand Boats.

GROUP B: BASIC RATE: Bull Float (where used for strike off only), Chain Saw, Concrete Aggregate Bin, Concrete Bootman, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of All Steel Mesh, Small Generators for Laborers' Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Water Pump Operator (1-1/2" and Single Diaphragm) Nozzle (Asphalt, Gunit, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter & Power Unit, Pusher Type Concrete Saw and All Other Gas, Electric, Oil, and Air Tool Operators, Wrecking Laborer.

GROUP C: Drilling Equipment - only where a separate air compressor unit supplies power, Acetylene Torch Operators, Asphalt Raker, Powder Man, Tail or Screw Operator on Asphalt Paver.

GROUP D: Blasters, Form Setters, Stone or Granite Curb Setters.

GROUP E: Hazardous Waste Removal Work when designated by State/Federal as hazardous waste site and regulations require employees wear required personal protection.

Per hour:	07/01/2022	07/01/2023	07/01/2024
GROUP A	\$ 29.07	Additional \$ 3.00	Additional \$ 2.50

GROUP B	29.27	3.00	2.50
GROUP C	29.47	3.00	2.50
GROUP D	29.67	3.00	2.50
GROUP E	32.27	3.00	2.50

NOTE: A single irregular work shift starting any time between 5:00 PM and 1:00 AM on governmental mandated night work shall be paid an additional \$3.00 per hour. Night work, when mandated by DOT shall be paid an additional \$3.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Journey Worker \$ 27.05

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Saturday, it will be celebrated on Saturday. Employees who work a Saturday holiday shall be paid double time plus the holiday pay. If a holiday falls on Sunday, it will be celebrated on Monday. Employees who work a Sunday holiday shall be paid double time. Employees who work on Monday shall be paid double time plus the holiday pay. Accordingly, the Monday following the Sunday is treated as the holiday.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of Journey Worker's GROUP B wage.

1st	2nd	3rd	4th
70%	80%	90%	95%

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journey Worker

7-1822/2h(2)

Laborer - Tunnel

04/01/2023

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 7

ENTIRE COUNTIES

Franklin, Jefferson, Lewis, St. Lawrence

WAGES

GROUP A: General Laborer

GROUP B: Change Houseman, Miners and all Machine Men, Safety Miner, all shaft work, Caisson Work, Drilling, Blow Pipe, all Air Tools, Tugger, Scaling, Nipper, Guniting pot to Nozzle, Bit Grinder, Signal Man (top and bottom), Concrete men, Shield-driven tunnels, Mixed face and soft ground, liner plate tunnels in free air.

GROUP C: Hazardous Waste Work on a State and or Federally designated waste site, and where relevant regulations require employees to use personal protection.

Per hour:	07/01/2022	07/01/2023	07/01/2024
		Additional	Additional
GROUP A	\$ 32.25	\$ 3.00	\$ 2.50
GROUP B	32.45	3.00	2.50
GROUP C	35.25	3.00	2.50

NOTE: A single irregular work shift starting any time between 5:00 PM and 1:00 AM on governmental mandated night work shall be paid an additional \$3.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Journey Worker \$ 27.05

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Saturday, it will be celebrated on Friday. If a holiday falls on Sunday, it will be celebrated on Monday. In the event that men work on this Sunday holiday, they shall be paid double time. In the event that men work on Monday, they shall be compensated at triple time. Accordingly, the Monday following the Sunday is treated as the holiday.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of Journey Worker's GROUP B wage:

1st	2nd	3rd	4th
70%	80%	90%	95%

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journey Worker

7-1822T(2)

Lineman Electrician **04/01/2023**

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

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

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

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

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. (Ref #14.01.01)

Per hour:	07/01/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 56.00	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	56.00	57.40	58.90
Welder, Cable Splicer	56.00	57.40	58.90
Digging Mach. Operator	50.40	51.66	53.01
Tractor Trailer Driver	47.60	48.79	50.07
Groundman, Truck Driver	44.80	45.92	47.12
Equipment Mechanic	44.80	45.92	47.12
Flagman	33.60	34.44	35.34

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

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (Ref #14.02.01-A)

Lineman, Technician	\$ 56.00	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	56.00	57.40	58.90
Cable Splicer	61.60	63.14	64.79
Certified Welder -			
Pipe Type Cable	58.80	60.27	61.85
Digging Mach. Operator	50.40	51.66	53.01
Tractor Trailer Driver	47.60	48.79	50.07
Groundman, Truck Driver	44.80	45.92	47.12
Equipment Mechanic	44.80	45.92	47.12
Flagman	33.60	34.44	35.34

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

Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (Ref #14.02.01-B)

Lineman, Tech, Welder	\$ 57.32	\$ 58.72	\$ 60.22
Crane, Crawler Backhoe	57.32	58.72	60.22
Cable Splicer	63.05	64.59	66.24
Certified Welder -			
Pipe Type Cable	60.19	61.66	63.23
Digging Mach. Operator	51.59	52.85	54.20
Tractor Trailer Driver	48.72	49.91	51.19
Groundman, Truck Driver	45.86	46.98	48.18
Equipment Mechanic	45.86	46.98	48.18
Flagman	34.39	35.23	36.13

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

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. (Ref #14.03.01)

Lineman, Tech, Welder	\$ 58.51	\$ 59.91	\$ 61.41
Crane, Crawler Backhoe	58.51	59.91	61.41
Cable Splicer	58.51	59.91	61.41
Digging Mach. Operator	52.66	53.92	55.27
Tractor Trailer Driver	49.73	50.92	52.20
Groundman, Truck Driver	46.81	47.93	49.13
Equipment Mechanic	46.81	47.93	49.13
Flagman	35.11	35.95	36.85

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

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

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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

	07/01/2022	05/01/2023	05/06/2024
Journeyman	\$ 25.90	\$ 26.40	\$ 26.90
	*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid
Journeyman Lineman or Equipment Operators with Crane License	\$ 27.90	\$ 29.40	\$ 30.90
	*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid

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

OVERTIME PAY

See (B, E, Q,) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.

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

HOLIDAY

Paid See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
 Overtime See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2022	05/01/2023	05/06/2024
\$ 25.90	\$ 26.40	\$ 26.90
*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid

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

6-1249a

Lineman Electrician - Teledata

04/01/2023

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

For outside work, stopping at first point of attachment (demarcation).

	07/01/2022	01/01/2023	01/01/2024	01/01/2025
Cable Splicer	\$ 36.28	\$ 37.73	\$ 39.24	\$ 40.81
Installer, Repairman	\$ 34.43	\$ 35.81	\$ 37.24	\$ 38.73
Teledata Lineman	\$ 34.43	\$ 35.81	\$ 37.24	\$ 38.73
Tech., Equip. Operator	\$ 34.43	\$ 35.81	\$ 37.24	\$ 38.73
Groundman	\$ 18.25	\$ 18.98	\$ 19.74	\$ 20.53

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

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

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

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2022	01/01/2023	01/01/2024	01/01/2025
Journeyman	\$ 5.14	\$ 5.14	\$ 5.14	\$ 5.14
	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting **04/01/2023**

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting **DISTRICT 6**

ENTIRE COUNTIES

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

WAGES

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

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

A flagger's duties shall consist of traffic control only.
 (Ref #14.01.01)

Per hour:	07/01/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 48.19	\$ 49.32	\$ 50.54
Crane, Crawler Backhoe	48.19	49.32	50.54
Certified Welder	50.60	51.79	53.07
Digging Machine	43.37	44.39	45.49
Tractor Trailer Driver	40.96	41.92	42.96
Groundman, Truck Driver	38.55	39.46	40.43
Equipment Mechanic	38.55	39.46	40.43
Flagman	28.91	29.59	30.32

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

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

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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

	07/01/2022	05/01/2023	05/06/2024
Journeyman	\$ 25.90	\$ 26.40	\$ 26.90
	*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid

Journeyman Lineman or Equipment Operators with Crane License	\$ 27.90 *plus 7% of the hourly wage paid	\$ 29.40 *plus 7% of the hourly wage paid	\$ 30.90 *plus 7% of the hourly wage paid
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*The 7% is based on the hourly wage paid, straight time or premium time.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.
 NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.
 Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
 Overtime: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2022	05/01/2023	05/06/2024
\$ 25.90 *plus 7% of the hourly wage paid	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid

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

6-1249a-LT

Lineman Electrician - Tree Trimmer **04/01/2023**

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

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

Per hour:	07/01/2022	01/01/2023
Tree Trimmer	\$ 28.25	\$ 29.80
Equipment Operator	24.98	26.35
Equipment Mechanic	24.98	26.35
Truck Driver	20.80	21.94
Groundman	17.13	18.07
Flag person	13.20*	13.20*

*NOTE- Rate effective 12/31/2022: \$14.20

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

	07/01/2022	01/01/2023
Journeyman	\$ 10.23 *plus 3% of the hourly wage paid	\$ 10.48 *plus 3% of the hourly wage paid

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

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

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

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

All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

Mason - Building

04/01/2023

JOB DESCRIPTION Mason - Building

DISTRICT 12

ENTIRE COUNTIES

Herkimer, Jefferson, Lewis, Oneida, St. Lawrence

PARTIAL COUNTIES

Madison: Entire County except the Townships of Sullivan & Cazenovia

WAGES

Per hour 07/01/2022

Tile/Marble/Terrazzo

Setter \$ 33.90

Finisher 26.99

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman Setters \$ 19.31

Journeyman Finishers 18.71

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

Hour terms at the following percentage of journeyman's wage

Setter:

1st term 500 hours 60%

2nd term 1000 hours 70%

3rd term 1000 hours 80%

4th term 1000 hours 85%

5th term 1000 hours 90%

6th term 1500 hours 95%

Finisher;

1st term 500 HOURS 70%

2ND term 1000 HOURS 80%

3RD term 1000 HOURS 90%

4TH term 1200 HOURS 95%

Supplemental Benefits per hour worked

Setter:

1st & 2nd Term \$ 11.86

3rd & 4th Term	15.58
5th Term	17.45
6th Term	19.31

Finishers:

1st & 2nd Term	\$ 11.32
All others	15.01

12-2TS.2

Mason - Building **04/01/2023**

JOB DESCRIPTION Mason - Building **DISTRICT 12**

ENTIRE COUNTIES

Herkimer, Oneida

PARTIAL COUNTIES

Lewis: The townships of Lewis, Leyden, Osceola, Turin and West Turin
 Madison: Entire County except the Townships of Sullivan and Cazenovia

WAGES

Per hour 07/01/2022

Bricklayer/Blocker	\$ 37.74
Cement Mason(Bldg)	37.74
Plasterer/Fireproofing*	37.74
Stone Mason	37.74
Concrete Cutter	37.74
Pointer/Caulker/Cleaner	37.74

Additional \$.25 per hr. for work in restricted radiation area of atomic plant.

Additional \$5.00 per day more for employees working on a two-point suspension scaffold (Pointer, Caulker, and Cleaner are excluded).

(*Fireproofing on Structural only.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 20.68
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OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

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

1st	2nd	3rd	4th	5th	6th	7th	8th
60%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked:

All Terms	\$20.68
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12-2b.2

Mason - Building **04/01/2023**

JOB DESCRIPTION Mason - Building **DISTRICT 12**

ENTIRE COUNTIES

Jefferson

PARTIAL COUNTIES

Lewis: The townships of Diana, Croghan, Denmark, Pickney, Harrisburg, Lowville, New Breman, Watson, Martinsburg, Montague, Highmarket, & Greig

WAGES

Per hour	07/01/2022
Bricklayer/Blocker	\$ 37.19
Cement Mason(Bldg)	37.19
Plasterer/Fireproofing*	37.19
Stone Mason	37.19
Concrete Cutter	37.19
Pointer/Caulker/Cleaner	37.19

Additional \$.25 per hr. for work in restricted radiation area of atomic plant.
 Additional \$5.00 per day more for employees working on a two-point suspension scaffold (Pointer, Caulker, and Cleaner are excluded).

(*Fireproofing on Structural only.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 22.65
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OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

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

1st	2nd	3rd	4th	5th	6th	7th	8th
60%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

All Terms	\$ 22.65
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12-2b.5

Mason - Heavy&Highway **04/01/2023**

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 12

ENTIRE COUNTIES

Albany, Cayuga, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Madison, Montgomery, Oneida, Oswego, Rensselaer, Saratoga, Schenectady, Schoharie, St. Lawrence, Warren, Washington

PARTIAL COUNTIES

Onondaga: For Heavy & Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&Highway tag 1-2h/h on.

WAGES

Per hour	07/01/2022
Mason & Bricklayer	\$ 40.76

Additional \$1.00 per hour for work on any swing scaffold or staging suspended by means of ropes or cables.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman

\$ 21.48

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If a holiday falls on Sunday, the Monday following shall constitute the day of the legal holiday.

REGISTERED APPRENTICES

Wages per hour

750 HR TERMS at the following percent of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
60%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

0 to 500 Hours	\$ 12.98
All Other	21.48

12-2hh.1

Millwright

04/01/2023

JOB DESCRIPTION Millwright

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

THE FOLLOWING RATE APPLIES TO ANY GAS/STEAM TURBINE AND OR RELATED COMPONENT WORK, INCLUDING NEW INSTALLATIONS OR MAINTENANCE AND ANY/ALL WORK PERFORMED WITHIN THE PROPERTY LIMITS OF A NUCLEAR FACILITY.

Per hour: 07/01/2022

Millwright - Power Generation \$ 41.23

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

- Certified Welders shall receive an additional \$1.75 per hour provided he/she is directed to perform certified welding.
- If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive an additional \$1.50 per hour.
- An employee performing the work of a machinist shall receive an additional \$2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman \$ 26.72*

*NOTE: Subject to OT premium

OVERTIME PAY

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

*NOTE - Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire, or natural disaster prevent the performance of work on a regular scheduled work day.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES

WAGES per hour: One year terms at the following percentage of Journeyman's wage:

Appr. 1st year	65 %*
Appr. 2nd year	75 %*

Appr. 3rd year	80 %*
Appr. 4th year	90 %*

*NOTE: Additional premium for the following work listed below:

Certified Welder	\$ 1.75
Hazardous Waste Work	1.50
Machinist	2.00
Underground (500' and below)	1.00

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 11.83
Appr. 2nd year	22.26
Appr. 3rd year	23.74
Appr. 4th year	25.24

6-1163Power

Millwright

04/01/2023

JOB DESCRIPTION Millwright

DISTRICT 2

ENTIRE COUNTIES

Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, Oneida, Onondaga, Oswego, St. Lawrence, Warren, Washington

WAGES

Per hour: 07/01/2022

Building	\$ 32.50
Heavy & Highway	34.50

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

- Certified Welders shall receive \$1.75 per hour in addition to the current Millwrights rate provided he/she is directed to perform certified welding.
- For Building work if a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a \$1.50 premium per hour for Building work.
- For Heavy & Highway work if the work is performed at a State or Federally designated hazardous waste site where employees are required to wear protective gear, the employees performing the work shall receive an additional \$2.00 per hour over the millwright heavy and highway wage rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive \$2.00 per hour in addition to the current Millwrights rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 24.41
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OVERTIME PAY

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

*Note - Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire, or natural disaster prevent the performance of work on a regular scheduled work day.

HOLIDAY

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

Note: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES

Wages per hour:

(1)year terms at the following percentage of Journeyman's rate.

1st	2nd	3rd	4th
65%	75%	80%	90%

Supplemental Benefits per hour:

Apprentices:

1st term	\$ 11.33
2nd term	20.49
3rd term	21.79
4th term	23.11

2-1163.2

Operating Engineer - Building

04/01/2023

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Cortland, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

WAGES

NOTE:

---If a prime contract is let for site work only, meaning no buildings are involved in their site contract, the Heavy/Highway rates would be applicable. When a prime contract is let for site work and building excavation is part of that contract, the Building rates would be applicable for the Operators classification.

---In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.

---If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C.

CLASSIFICATION A1: Cranes, all types* (Includes Boom Truck, Cherry Picker, Dragline, Overhead Crane, Pile Driver, Truck Crane)

CLASSIFICATION A: Air Plako, Asphalt & Blacktop Roller, Automated Concrete Spreader (CMI or equivalent), Automated Fine Grade Machine (CMI), Backhoe, Barrel Shredder, Belt Placer, Blacktop Spreader (such as Barber-Greene & Blaw Knox), Blacktop Plant (automated), Blast or Rotary Drill (Truck or Cat mounted), Burning Plant Operator, Cableway, Caisson Auger, Central Mix Plant (automated), Concrete Pump, Crusher (Rock), Derrick, De-watering Press, Diesel Power Unit, Dirt Filter Press with Operation Equipment, Dredge, Dual Drum Paver, Elevating Grader (self-propelled or towed), Elevator Hoist - Two Cage, Excavator - all purpose hydraulically operated, Fork Lift (Loed/Lull and other rough terrain type), Front End Loader (4 c.y. and over), Gradall, Grader (Power), Head Tower (Saurman or equal), Hoist (2 or 3 Drum), Hydroblaster (Laser Pump), Light Plants - Compressors and Generators, Locomotive, Maintenance Engineer, Maintenance Welder, Mine Hoist, Mucking Machine or Mole, Quarry Master or Equivalent, Refrigeration Equipment (for soil stabilization), Scraper, Sea Mule, Shovel, Side Boom, Slip Form Paver, Straddle Buggy (Ross Carrier, Lumber Carrier), Tractor Drawn Belt Type Loader (Euclid Loader), Trenching Machine (digging capacity of over 4ft. depth), Truck or Trailer Mounted Log Chipper (self-feeder), Tug Operator (Manned, rented equipment excluded), Tunnel Shovel, Vibro or Sonic Hammer Controls (when not mounted in proximity to Rig Operator), Work Boat Operator including LCM's.

CLASSIFICATION B: "A" Frame Truck, Back Dumps, Blacktop Plant (non-automatic), Boring Machine, Bulldozer, Cage-Hoist, Central Mix Plant (non-automated), Compressor, Pump, Generator or Welding machine (when used in battery of not more than five (5)), Concrete Paver (single drum over 16'), Core boring machine, Drill Rigs - tractor mounted, Elevator - as material hoist, Farm Tractor (with or without accessories), Fork Lift (over 10 ton with or without attachments), Front End Loader (under 4 c.y.), Grout Pump, Gunit Machine, High Pressure Boiler (15 lbs. & over), Hoist (one drum), Hydraulic Breaking Hammer (Drop Hammer), Kolman Plant Loader (screening gravel), Maintenance Grease Man, Mixer for stabilized base - self-propelled (Seaman Mixer), Monorail Machine, Parapet Concrete or Pavement Grinder, Parts Man, Post Driver (truck or tractor mounted), Post Hole Digger (truck or tractor mounted), Power Sweeper (Wayne or similar), Pump-Crete or Squeeze-Crete, Road Widener (front end of Grader or self-propelled), Roller, Self-contained hydraulic bench drill, Shell Winder (motorized), Skid steer (Bobcat type loader), Snorkel (overhead arms), Snowblower control man, Tractor (with or without accessories), Trenching Machine (digging capacity of 4 ft. or less), Tugger Hoist, Vacuum Machine (self-propelled or mounted), Vibro Tamp, Well Drill / Well Point System (Submersible pumps when used in lieu of Well Point System), Winch (Motor driven), Winch Cat, Winch Truck

CLASSIFICATION C: Compressor (up to 500 cfm), Concrete Paver or Mixer (under 16'), Concrete Pavement Spreaders & Finishers (not automated), Conveyor (over 12 ft), Electric Submersible Pump (4" and over), Fine Grade Machine (not automated), Fireman, Fork Lift ("with or without" attachments, 10 ton and under), Form Tamper, Generator (2,500 watts and over), Hydraulic Pump, Mechanical Heaters (More than two (2) Mechanical Heaters or any Mechanical Heater or Heaters whose combined output exceeds 640,000 BTU per hour (manufacturer's rating) plus one self-contained heating unit - i.e. Sundog or Air Heat type - New Holland Hay Dryer type excluded), Mulching Machine, Oiler, Power Driven Welding Machine (300 amp and over, other than all electric. One Welding Machine under 300 amp will not require an engineer unless in a battery), Power Heaterman (hay dryer), Pumps (water and trash), Revinus Widener (road widener), Single Light Plant, Steam Cleaner or Jenny.

Per hour: Building 07/01/2022

Master Mechanic	\$ 43.42
Asst. Master Mechanic	42.42
Class A1*	42.92
Class A1-Tower Crane*	45.42
Class A	41.42
Class B	39.30
Class C	35.08

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

(*) TONNAGE PREMIUMS:

All cranes 65 ton to 199 ton capacity - A1 rate plus \$ 1.50
All cranes 200 ton to 399 ton capacity - A1 rate plus \$ 2.50
All cranes 400 ton capacity and over - A1 rate plus \$ 3.50

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 29.10

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

NOTE: If the holiday falls on Sunday, it will be celebrated on Monday.

REGISTERED APPRENTICES

WAGES per hour: One year terms at the following percentage of Journeyman's CLASS A wage:

1st year	60%
2nd year	65%
3rd year	70%
4th year	80%

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

6-158-545b.s

Operating Engineer - Heavy&Highway

04/01/2023

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Cortland, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

WAGES

NOTE:

---In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.

---If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C

CLASS A: Asphalt Curb Machine (self-propelled, slipform); Asphalt Paver; Automated Concrete Spreader (CMI type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Backhoe Excavator, Full Swing (CAT 212 or similar type); Back Filling Machine; Belt Placer (CMI type); Blacktop Plant (automated); Boom Truck; Cableway; Bull Dozer being operated with active GPS; Caisson Auger; Central Mix Concrete Plant (automated); Cherry Picker*; Concrete Curb Machine (self-propelled, slipform); Concrete Pump; Crane*; Derricks*; Directional Boring/Drilling Machine; Dragline*; Dredge; Dual Drum Paver; Excavator (all purpose-hydraulic, Gradall or similar); Front End Loader (4 cu. yd. & over); Head Tower (Sauerman or equal); Hoist (two or three drum); Holland Loader; Maintenance Engineer; Mine Hoist; Mucking Machine or Mole; Overhead Crane* (gantry or straddle type); Pavement Breaker (SP Wertgen; PB-4 and similar type); Profiler (over 105 h.p.); Pile Driver*; Power Grader; Quad 9; Quarry Master (or equivalent); Scraper; Shovel; Side Boom; Slip Form Paver; Tractor Drawn Belt-Type Loader; Truck Crane*; Truck or Trailer Mounted Chipper (self-feeder); Tug Operator (manned rented equipment excluded); Tunnel Shovel

CLASS B: Backhoe (tractor mounted, rubber tired); Bituminous Recycler Machine; Bituminous Spreader and Mixer; Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Bridge Deck Finishing Machine; Brokk; Cage Hoist; Central Mix Plant (non-automated) and All Concrete Batching Plants; Concrete Paver (over 16'); Crawler Drill (self-contained); Crusher; Diesel Power Unit; Drill Rigs (truck or tractor mounted); Front End Loader (under 4 cu. yd.); Greaseman - Lubrication Engineer; HiPressure Boiler (15 lbs & over); Hoist (one drum); Hydro-Axe; Kolman Plant Loader & similar type loaders; Locomotive; Material Handling Knuckle Boom; Mini Excavators (under 18,000 lbs.); Mixer (for stabilized base, self-propelled); Monorail Machine; Profiler (105 h.p. and under); Plant Engineer; Prentice Loader; Pug Mill; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above subgrade); Sea Mule; Self-contained ride-on Rock Drill (excluding Air-Track type drill); Skidder; Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Vacuum Machine (mounted or towed); Vermeer Saws (ride-on, any size or type); Welder; Winch and Winch Cat; Work Boat Operator including L.C.M.'s

CLASS C: "A" Frame Winch Hoist (On Truck); Aggregate Plant; Articulated Heavy Hauler; Asphalt or Concrete Grooving Machine (ride-on); Ballast Regulator (ride-on); Bituminous Heater (self-propelled); Boat (powered); Boiler (used in conjunction with production); Cement & Bin Operator; Compressors**; Concrete Pavement Spreader and Finisher; Concrete Paver or Mixer (16' & under); Concrete Saw (self-propelled); Conveyor; Deck Hand; Directional Boring/Drilling Machine Locator; Drill (Core); Drill (Well); Dust Collectors**; Electric Pump When Used in Conjunction with Well Point System; Farm Tractor with accessories; Fine Grade Machine; Fireman; Fork Lift; Form Tamper; Generators**; Grout Pump; Gunite Machine; Hammers (hydraulic self-propelled); Heaters**; Hydra-Spiker (ride-on); Hydraulic Pump (jacking system); Hydro-Blaster (water); Light Plants**; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Post Hole Digger (excluding hand-held); Post Driver; Power Broom (towed); Power Heaterman; Power Sweeper; Pumps**; Revinus Widener; Roller (subgrade & fill); Scarifier (ride-on); Shell Winder; Skid Steer Loader (Bobcat or similar); Span Saw (ride-on); Steam Cleaner; Tamper (ride-on); Tie Extractor (ride-on); Tie Handlers (ride-on); Tie Inserters (ride-on); Tie Spacers (ride-on); Tire Repair; Track Liner (ride-on); Tractor; Tractor (with towed accessories); Vacuum Machine (self-propelled); Vibratory Compactor; Vibro Tamp; Welding Machines**; Well Point

**CLASS C NOTE: Considered Hands-Off (unmanned). Includes only operation and maintenance of the equipment.

Per hour: H/H 07/01/2022

Master Mechanic	\$ 49.50
CLASS A*	48.15
CLASS B	47.27
CLASS C	43.99

(*) Premiums for CRANES are based upon Class A rates with the following premiums:

---Additional \$4.00 per hr for Tower Cranes, including self erecting.

---Additional \$3.00 per hr for Lattice Boom Cranes and all other cranes with a manufacturer's rating of fifty tons and over.

---Additional \$2.00 per hr for all Hydraulic Cranes and Derricks with a manufacturer's rating of 49 ton and below, including boom trucks.

Additional \$2.50 per hour for hazardous waste removal work on a State and/or Federally designated waste site which requires employees to wear Level C or above forms of personal protection.

SINGLE IRREGULAR WORK SHIFT: Additional \$2.50 per hour for all employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2022

Journeyman \$ 30.60

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Sunday, it will be celebrated on Monday. If an employee works on this Monday, they shall be compensated at double time plus the holiday pay (triple time). If a holiday falls on a Saturday, employees who work a Saturday Holiday shall be paid double time plus the holiday pay.

REGISTERED APPRENTICES

WAGES per hour: (1000) hour terms at the following percentage of Journeyman's CLASS B wage.

1st term	60%
2nd term	70%
3rd term	80%
4th Term	90%

Additional \$2.50 per hour for hazardous waste removal work on a State and/or Federally designated waste site which requires employees to wear Level C or above forms of personal protection.

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

6-158-545h

Operating Engineer - Survey Crew

04/01/2023

JOB DESCRIPTION Operating Engineer - Survey Crew

DISTRICT 12

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.
Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to Building, Tunnel and Heavy Highway.

Per hour:

SURVEY CLASSIFICATIONS:

- Party Chief - One who directs a survey party.
- Instrument Person - One who operates the surveying instruments.
- Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2022

Party Chief	\$ 47.37
Instrument Person	43.51
Rod Person	32.26

Additional \$3.00/hr. for Tunnel Work
Additional \$2.50/hr. for Hazardous Work Site

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 28.05
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OVERTIME PAY

See (B, E, P, *X) on OVERTIME PAGE
*Note: \$24.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

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

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2022

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 19.83 / PHP \$17.03
1001-2000	22.85 / " 19.45
2001-3000	25.88 / " 21.93

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

04/01/2023

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 12

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.
Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:
SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.
Instrument Person - One who operates the surveying instruments.
Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2022

Party Chief	\$ 47.37
Instrument Person	43.51
Rod Person	32.26

Additional \$3.00/hr. for Tunnel Work.
Additional \$2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 28.05
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OVERTIME PAY

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

*Note: \$24.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2022

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 19.83 / PHP \$17.03
1001-2000	\$ 22.85 / " 19.45
2001-3000	\$ 25.88 / " 21.93

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

Operating Engineer - Tunnel

04/01/2023

JOB DESCRIPTION Operating Engineer - Tunnel

DISTRICT 7

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

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

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

WAGES

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

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

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

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors (3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (3 or less or any type or combination)); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinius Widener; Shell Winder; Steam Cleaner; Tractor

Per hour: 07/01/2022

Master Mechanic	\$ 52.60
CLASS A	50.19
CLASS B	48.97
CLASS C	46.18
CLASS D	43.17

Additional \$5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection. Fringe benefits will be paid at the hourly wage premium.

CRANES:

Crane 1: All cranes, including self-erecting to be paid \$4.00 per hour over the Class A rate.

Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over to be paid \$3.00 per hour over Class A rate.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks, to be paid \$2.00 per hour over Class A rate.

Crane 1	\$ 54.19
Crane 2	53.19
Crane 3	52.19

SUPPLEMENTAL BENEFITS

Per hour:	\$ 23.70
	+ 9.35*

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

OVERTIME PAY

See (B, B2, E, Q, X) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

If a holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

WAGES:(1000) hours terms at the following percentage of Journeyman's Class B wage.

1st term	60%
2nd term	65%

3rd term 70%
 4th term 75%

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

7-158-832TL.

Painter

04/01/2023

JOB DESCRIPTION Painter

DISTRICT 6

ENTIRE COUNTIES
 Jefferson, St. Lawrence

PARTIAL COUNTIES

Lewis: Only the townships of Diana, Croghan, New Bremen, Watson, Greig, Martinsburg, Lowville, Denmark, Harrisburg, Montague, and Pinckney.

WAGES

Per hour:	07/01/2022	05/01/2023	05/01/2024
		Additional	Additional
Painter/Decorator**	\$ 25.44	\$ 1.76*	\$ 1.71*
Taper/Drywall Finisher	\$ 25.69	\$ 2.01*	\$ 1.96*
Paper Hanging/Wallcoverings			

*To be allocated at a later date.

**Steel, hazardous work, working with picks, bosun chair, window jacks, swing stage, safety belts, spray painting, parking lot and highway striping, steam cleaning, sandblasting, safe-way staging over fifteen (15) feet in height, any chemicals or epoxy applications, hydro water blasting, steeplejack work, two (2) component block filler, encapsulation or abatement of lead or asbestos, and metalizing

NOTE: FOR ANY SHIFT WHICH STARTS PRIOR TO 6:00 AM OR AFTER 12:00 NOON, ALL EMPLOYEES WHO WORK A SINGLE IRREGULAR WORK SHIFT ON GOVERNMENTAL MANDATED WORK SHALL BE PAID AN ADDITIONAL \$2.00 PER HOUR ABOVE THE APPLICABLE WAGE SCALE.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 24.94

OVERTIME PAY

See (B, *F, R) on OVERTIME PAGE

* NOTE - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee. On exterior work only, if work was missed during the week due to inclement weather, Saturday may be worked at straight time.

HOLIDAY

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

NOTE: A holiday that falls on a Sunday will be celebrated on Monday. A holiday that falls on a Saturday will be celebrated on Friday.

REGISTERED APPRENTICES

WAGES per hour:

Painter/Decorator/Wallcovering: 750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 18.00	\$ 18.50	\$ 19.00	\$ 19.50	\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00

Drywall Taper/ Finisher: 750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th
\$ 20.00	\$ 20.50	\$ 21.00	\$ 21.50	\$ 22.00	\$ 23.00

SUPPLEMENTAL BENEFITS per hour:

Painter/Decorator/Wallcovering:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 6.50	\$ 6.50	\$ 7.50	\$ 7.50	\$ 10.50	\$ 10.50	\$ 13.00	\$ 13.00

Drywall Taper/ Finisher:

1st	2nd	3rd	4th	5th	6th
\$ 7.50	\$ 7.50	\$ 7.50	\$ 10.00	\$ 10.00	\$ 12.00

Painter

04/01/2023

JOB DESCRIPTION Painter

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Herkimer, Madison, Oneida, Onondaga, Seneca

PARTIAL COUNTIES

Lewis: Only the Townships of High Market, Lewis, Leyden, Lyonsdale, Osceola, Turin and West Turin.

Ontario: The City and Township of Geneva.

Oswego: Only the Townships of Amboy, Constantia, Williamstown and Oneida Lake.

WAGES

Per hour:	07/01/2022	05/01/2023 Additional	05/01/2024 Additional
Basic Rate (Brush & Roll)	\$ 24.70	\$ 1.76*	\$ 1.71*
Sign painting	24.70	1.76*	1.71*
Parking Lot, Hwy Striping	24.70	1.76*	1.71*
Lead based Paint Abatement	24.70	1.76*	1.71*
Drywall Taper/ Finisher	24.95	2.01*	1.96*
Wallcovering	24.95	2.01*	1.96*
Drywall Machine Operator	25.45	2.01*	1.96*
Spray	25.20	1.76*	1.71*
Epoxy (Brush-Roller)	25.20	1.76*	1.71*
Epoxy (Spray)	25.20	1.76*	1.71*
Sandblasting (Operator)	25.20	1.76*	1.71*
Boatswain Chair	25.20	1.76*	1.71*
Swing Scaffold	25.20	1.76*	1.71*
Structural Steel	25.20	1.76*	1.71*
(except bridges,tunnels,tanks)			
Coal Tar epoxy	26.20	1.76*	1.71*
Asbestos Encapsulation	26.90	1.76*	1.71*

*To be allocated at a later date.

NOTE: FOR ANY SHIFT WHICH STARTS PRIOR TO 6:00 AM OR AFTER 12:00 NOON, ALL EMPLOYEES WHO WORK A SINGLE IRREGULAR WORK SHIFT ON GOVERNMENTAL MANDATED WORK SHALL BE PAID AN ADDITIONAL \$2.00 PER HOUR ABOVE THE APPLICABLE WAGE SCALE.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 25.63

OVERTIME PAY

See (B, *F, R) on OVERTIME PAGE

* NOTE - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee. On exterior work only, if work was missed during the week due to inclement weather, Saturday may be worked at straight time.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: A holiday that falls on a Sunday will be celebrated on Monday. A holiday that falls on a Saturday will be celebrated on Friday.

REGISTERED APPRENTICES

WAGES per hour:

Painter/Decorator: 750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 18.00	\$ 18.50	\$ 19.00	\$ 19.50	\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00

Drywall Taper/ Finisher: 750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th
\$ 20.00	\$ 20.50	\$ 21.00	\$ 21.50	\$ 22.00	\$ 23.00

SUPPLEMENTAL BENEFITS per hour:

Painter/Decorator:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 6.50	\$ 6.50	\$ 7.50	\$ 7.50	\$ 10.50	\$ 10.50	\$ 13.00	\$ 13.00

Drywall Taper/ Finisher:

1st	2nd	3rd	4th	5th	6th
\$ 7.50	\$ 7.50	\$ 7.50	\$ 10.00	\$ 10.00	\$ 12.00

6-31

Painter

04/01/2023

JOB DESCRIPTION Painter

DISTRICT 3

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Delaware, Erie, Genesee, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

WAGES

Per hour: 07/01/2022

Bridge	\$ 41.06
Tunnel	41.06
Tank*	39.06

For Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

Tank rate applies to indoor and outdoor tanks, tank towers, standpipes, digesters, waste water treatment tanks, chlorinator tanks, etc. Covers all types of tanks including but not limited to steel tanks, concrete tanks, fiberglass tanks, etc.

Note an additional \$1.50 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

SUPPLEMENTAL BENEFITS

Per hour: \$ 29.89

OVERTIME PAY

Exterior work only See (B, E4, F*, R) on OVERTIME PAGE.

All other work See (B, F*, R) on OVERTIME PAGE.

*Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th	5th	6th
\$ 24.00	\$ 26.00	\$ 28.00	\$ 30.00	\$ 34.00	\$ 38.00

Supplemental benefits per hour:

1st	2nd	3rd	4th	5th	6th
\$ 6.60	\$ 6.95	\$ 7.30	\$ 7.65	\$ 8.00	\$ 8.35

3-4-Bridge, Tunnel, Tank

Painter - Metal Polisher

04/01/2023

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Metal Polisher 07/01/2022 \$ 37.78

Metal Polisher*	38.80
Metal Polisher**	41.78

*Note: Applies on New Construction & complete renovation
 ** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2022

Journeyworker:
 All classification \$ 11.24

OVERTIME PAY

See (B, E, P, T) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
 Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:
 One (1) year term at the following wage rates:

	07/01/2022
1st year	\$ 16.00
2nd year	17.00
3rd year	18.00
1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54
1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

*Note: Applies on New Construction & complete renovation
 ** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:
 Per hour:

1st year	\$ 7.99
2nd year	7.99
3rd year	7.99

8-8A/28A-MP

Plumber

04/01/2023

JOB DESCRIPTION Plumber

DISTRICT 6

ENTIRE COUNTIES

Jefferson, St. Lawrence

PARTIAL COUNTIES

Franklin: Only the Village of Hogansburg and the St. Regis Indian Reservation.
 Lewis: Entire County with the exception of the Townships of Lyonsdale, West Turin, Leyden and Lewis.

WAGES

Per hour:	07/01/2022	05/01/2023
		Additional
Plumber/Steamfitter	\$ 35.97	\$ 3.00

SINGLE IRREGULAR WORK SHIFT: Additional 15% premium added to the wage above for a single irregular work shift outside of normal working hours.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.
 NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 25.64*

*NOTE: \$ 15.21 of the supplemental benefits are paid at the same premium as shown for the overtime work performed at the energy producing facilities whose primary function is the sale of power or the production of fuel. This also includes semi-conductor manufacturer and/or fabrication plants.

OVERTIME PAY

Time and one half for the 9th & 10th hours Monday thru Friday and first 10 hours on Saturday. All other overtime hours are double-time.

HOLIDAY

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

NOTE: When a holiday falls on a Saturday, the holiday will be observed on the Friday before. If a holiday falls on a Sunday, the holiday will be observed on the following Monday.

REGISTERED APPRENTICES

WAGES per hour: (1) year terms at the following percentage of Journeyman's wage.

1st year	2nd year	3rd year	4th year	5th year
50%	55%	65%	75%	85%

SUPPLEMENTAL BENEFITS per hour*:

1st year	\$ 16.77
2nd year	21.20
3rd year	23.87
4th/5th years	25.64

*NOTE: Below is the portion of supplemental benefits paid at overtime premium for work performed at energy producing facilities whose primary function is the sale of power or the production of fuel. This also includes semi-conductor manufacturer and/or fabrication plants.

1st year	\$ 7.61
2nd year	11.41
3rd year	13.69
4th/5th year	15.21

6-81Wtr

Plumber

04/01/2023

JOB DESCRIPTION Plumber

DISTRICT 7

ENTIRE COUNTIES

Herkimer, Oneida

PARTIAL COUNTIES

Hamilton: Only the Town of Inlet.

Lewis: Towns of Lewis, Leyden, Lyonsdale, and West Turin.

Madison: Towns of Brookfield, Eaton, Fenner, Hamilton, Lebanon, Lenox, Lincoln, Madison, Nelson, Oneida, Smithfield, and Stockbridge.

Otsego: Towns of Cherry Valley, Exeter, Middlefield, Otsego, Plainfield, Richfield, Roseboom and Springfield.

WAGES

Per hour:	07/01/2022	05/01/2023
		Additional
Plumber	\$ 39.25	\$ 2.50
Steamfitter	39.25	2.50

Agency-mandated shift operations:

1. Shift work shall start no earlier than 6AM Monday and will conclude no later than 9AM Saturday (overtime premiums applicable after 8 hours in a shift).
2. Single irregular shiftwork, less than 3 consecutive days will be paid at the rate of time and one-half of the regular hourly rate.
3. 3 consecutive work days or more:
 - First Shift - No Premium (Starting time 6AM-9AM)
 - Second Shift - Regular hourly rate plus 12%
 - Third Shift - Regular hourly rate plus 18%

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 14.45
 + 16.95*

* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime on projects over \$100 million in total construction cost (including engineering & architecture).

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

If a holiday falls on Sunday, it will be observed the following day. If a holiday falls on Saturday, it will be observed that day unless so determined by the Federal Government to be celebrated on a different day.

REGISTERED APPRENTICES

WAGES: Yearly terms at the following percentages of Journeyman's wage.

1st	2nd	3rd	4th	5th
50%	55%	60%	70%	85%

SUPPLEMENTAL BENEFITS per hour:

1st Term:	\$ 14.45 + 8.10*
All others:	\$ 14.45 + 12.49*

* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime on projects over \$100 million in total construction cost (including engineering & architecture).

7-112n-SF

Roofer

04/01/2023

JOB DESCRIPTION Roofer

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Cortland, Franklin, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence

WAGES

Per hour:	07/01/2022	06/01/2023 Additional	06/01/2024 Additional
Roofer, Waterproofer	\$ 31.25	\$ 2.00*	\$ 2.00*
Additional per hour:			
Green Roofing*	\$ 0.25		
Pitch Removal & Appl.	1.50		
Asbestos Abatement	1.50		
Irregular Shift(s)**	4.00		

*To be allocated at a later date.

NOTES:

Does not include metal flashing, gravel stop and metal roofing; see Sheetmetal Worker wage schedule.

* Green Roofing is any component of green technology or living roof above the roof membrane. Including but not limited to the fabric, dirt and plantings.

** WHEN MANDATED BY THE OWNER OR CONTRACTING AGENCY, THERE IS AN ADDITIONAL PREMIUM FOR HOURS WORKED BEFORE 5:30AM AND AFTER 5:30PM.

SUPPLEMENTAL BENEFITS

Per hour:
 Journeyman \$ 24.85

Additional contribution 0.75
 on any Asbestos Abatement work.

OVERTIME PAY

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

*NOTE - If a holiday falls in that week and 32 hours were worked, Saturday will be paid at 1 1/2 times the rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: When any of these holidays falls on Sunday, the following day shall be observed as a holiday.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the Journeyman's wage:

1st term (0 to 999)	65%
2nd term (1000 to 1999)	70%
3rd term (2000 to 2999)	75%
4th term (3000 to 3999)	85%

Additional per hour:

Green Roofing**	\$ 0.25
Pitch Removal & Appl.	1.50
Asbestos Abatement	1.50

SUPPLEMENTAL BENEFITS per hour:

1st term	\$ 18.73
2nd term	20.40
3rd term	23.85
4th term	24.85

Additional contribution \$ 0.75
 on any Asbestos Abatement work

6-195

Sheetmetal Worker

04/01/2023

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence

WAGES

Per hour:	07/01/2022	05/01/2023	05/01/2024
		Additional	Additional
Sheetmetal Worker:		\$ 1.51*	\$ 1.26*
** (under \$10 million)	\$ 32.89		
** (over \$10 million)	33.89		

**For total cost of Sheetmetal contract only.

*To be allocated at a later date.

TO INCLUDE METAL STANDING SEAM ROOFING, METAL ROOF FLASHINGS, AND GRAVEL STOP.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 21.47 plus
	3% of hourly
	wage paid

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

When any holiday falls on a Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

REGISTERED APPRENTICES

WAGES per hour: One year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th
45%	55%	65%	75%	85%
\$ 14.80*	\$ 18.09	\$ 21.38	\$ 24.67	\$ 27.96

*Note: subject to change due to any minimum wage increase.

SUPPLEMENTAL BENEFITS per hour:

\$ 12.80* \$ 13.77* \$ 14.72* \$ 16.72* \$ 17.69*

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

6-58

Sprinkler Fitter

04/01/2023

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2022

Sprinkler Fitter \$ 38.15

SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$ 27.68

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 18.30	\$ 20.34	\$ 22.12	\$ 24.15	\$ 26.19	\$ 28.22	\$ 30.25	\$ 32.29	\$ 34.32	\$ 36.35

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.37	\$ 8.37	\$ 19.76	\$ 19.76	\$ 20.01	\$ 20.01	\$ 20.01	\$ 20.01	\$ 20.01	\$ 20.01

1-669

Teamster - Building

04/01/2023

JOB DESCRIPTION Teamster - Building

DISTRICT 7

ENTIRE COUNTIES

Clinton, Essex, Franklin, Jefferson, St. Lawrence

PARTIAL COUNTIES

Lewis: Only the Townships of Croghan, Denmark, Diana, New Bremen, Harrisburg, Montague, Osceola and Pinckney.

Oswego: Only the Towns of Boylston, Redfield, and Sandy Creek.

Warren: Only the Townships of Hague, Horicon, Chester and Johnsbury.

WAGES

GROUP #1: Fuel Trucks, Fork Lift* (Warehouse Area Only), Warehouse*, Yardman*, Truck Helper, Pickups, Panel Truck, Flatbody Material Trucks (straight jobs), Single axle Dump Trucks, Dumpsters, Material Checkers/Receivers*, Greasers, Tiremen, Mechanic Helpers/Parts Chasers, Bus.

GROUP #2: Tandems, Mechanics & Batch Trucks.

GROUP #3: Semi Trailers, Low Boys, Asphalt Distributor Trucks, and Agitator Mixer Truck, Dump Crete Type Vehicles and 3 axle Dump trucks.

GROUP #4: Asbestos Removal, Special earth moving Euclid type or similar off highway equip.(non self load.) Articulated and all-track dump trucks.

*NOTE - Applies when a temporary warehouse structure is built/utilized specifically for a public work project.

Per hour: 07/01/2022

GROUP #1 \$ 26.50
GROUP #2 27.50
GROUP #3 27.60
GROUP #4 26.76

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 21.16

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

7-687B

Teamster - Building

04/01/2023

JOB DESCRIPTION Teamster - Building

DISTRICT 1

ENTIRE COUNTIES

Hamilton, Herkimer, Oneida

PARTIAL COUNTIES

Chenango: Entire county except the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.
Lewis: Only the Township of Grieg, Lewis, Leyden, Lowville, Lyonsdale, Martinsburg, Turin, West Turin and Watson.
Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida
Otsego: Entire county EXCEPT Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unidilla and Worchester.

WAGES

GROUP # A:

Straight trucks, winch, transit mix on the site, road oilers,
dump trucks, pick-ups, panel, water trucks, fuel trucks on the site
(including nozzle).

GROUP # B:

Low boy or Low boy trailer, Euclids or similar equipment.

WAGES per hour

07/01/2022

Group A \$ 26.14
Group B 26.44

SUPPLEMENTAL BENEFITS

Per hour

Journeyperson \$ 26.54

OVERTIME PAY

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

HOLIDAY

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

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

1-294z2

Teamster - Heavy&Highway

04/01/2023

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 7

ENTIRE COUNTIES

Clinton, Essex, Franklin, Jefferson, St. Lawrence

PARTIAL COUNTIES

Lewis: Only the Townships of Croghan, Denmark, Diana, New Bremen, Harrisburg, Montague, Osceola and Pinckney.
Oswego: Only the Towns of Boylston, Redfield, and Sandy Creek.
Warren: Only the Townships of Hague, Horicon, Chester and Johnsburg.

WAGES

GROUP #1: Warehousemen*, Yardmen*, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers/Receivers*, Greasers, Truck Tiremen, Mechanics Helpers/Parts Chasers, Fork Lift* (Warehouse Area Only), Tandems and Batch Trucks, Mechanics. Semi-Trailers, Low-Boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and Dumpcrete type vehicles, Truck Mechanic, Fuel Truck.

GROUP #2: Specialized Earth Moving Equipment, Euclid type, or similar off-highway where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck. Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

*NOTE - Applies when a temporary warehouse structure is built/utilized specifically for a public work project.

Per hour: 07/01/2022

GROUP #1 \$ 28.59
 GROUP #2 28.81

Additional \$1.50 per hour for hazardous waste removal work on a City, County, State and/or Federal Designated waste site and regulations require employee to use or wear respiratory protection.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 23.39

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on a Sunday, it will be celebrated on Monday.

7-687

Teamster - Heavy&Highway

04/01/2023

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Albany, Columbia, Fulton, Greene, Hamilton, Herkimer, Montgomery, Oneida, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES

Chenango: Entire county except the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.

Lewis: Only the Township of Grieg, Lewis, Leyden, Lowville, Lyonsdale, Martinsburg, Turin, West Turin and Watson.

Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida

Otsego: Entire county EXCEPT Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unidilla and Worchester.

Warren: Only the Townships of Bolton, Warrensburg, Thurman, Stony Creek, Luzerne, Caldwell (Lake George), and Queensbury.

WAGES

GROUP #1:

Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axel Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers.

GROUP #2:

Tandems and Batch Trucks, Mechanics, Dispatcher.

GROUP #3:

Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

GROUP #4:

Specialized Earth Moving Equipment, Euclid type, or similar off-highway,where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck.

GROUP #5:

Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

WAGES per hour 07/01/2022 07/01/2023

Group #1	\$ 34.90	\$ 37.59
Group #2	34.96	37.65
Group #3	35.05	37.74
Group #4	35.18	37.87
Group #5	35.34	38.03

Hazardous waste projects that require a Level C or greater protection shall be paid an additional \$ 1.00 per hour.
All employees who work a single irregular work shift starting between 5pm and 1 am on governmental mandated night shifts shall be paid an additional \$1.50 per hour.

For work bid on or after April 1, 1995, there shall be a 12 month carryover of the last posted rate in effect at the time of the bid.

**** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 27.32	\$ 28.13
+\$1.00 per*	+\$1.00 per*
hour worked	hour worked

(*) not applicable to paid holidays

OVERTIME PAY

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

HOLIDAY

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

1-294h/h

Welder

04/01/2023

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2022

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day
- (28) Easter Sunday

(29) Juneteenth



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://applications.labor.ny.gov/EDList/searchPage.do>

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

NYSDOL Bureau of Public Work Debarment List 04/10/2023

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AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO TONDO		449 WEST MOMBASHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL	****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC	****2591	AVI 212 INC.		260 CROPSY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025

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DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARMEN RACHETTA		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL	*****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	*****1143	CARMODY BUILDING CORP	CARMODY CONTRACTING AND CARMODY CONTRACTING CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC		CHARLES ZAHRAKKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002

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DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL	*****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	*****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026

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DOL	DOL	*****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN LUCIANO			05/14/2018	05/14/2023
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023

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DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DA	*****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		MATINA KARAGIANNIS		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2023
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4 YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DOL	*****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	DOL	*****3684	NATIONAL LAWN SPRINKLERS, INC.		645 N BROADWAY WHITE PLAINS NY 10603	05/14/2018	05/14/2023
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTION, INC.	444 SCHANTZ ROAD ALLEN TOWN PA 18104	09/17/2020	09/17/2025
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027

NYS DOL Bureau of Public Work Debarment List 04/10/2023

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DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PETER STEVENS		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL	****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DA	****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL	****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	****9148	RICHARD TIMIAN	RICH T CONSTRUCTI ON	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL		ROBBYE BISSE SAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL	****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL	****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	****7730	S C MARTIN GROUP INC.		2404 DELAWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RD POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT. 1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC	****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL	****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025

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DOL	NYC	*****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	*****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL	*****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	*****6789	TEST1000		P.O BOX 123 ALBANY NY 12044	03/01/2021	03/01/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025

NYS DOL Bureau of Public Work Debarment List 04/10/2023

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DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		VIKTAR PATONICH		2630 CROPSEY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL	*****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023

"General Decision Number: NY20230009 01/27/2023

Superseded General Decision Number: NY20220009

State: New York

Construction Types: Heavy and Highway

Counties: Jefferson, Lewis and St Lawrence Counties in New York.

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)(2)-(60).

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 \$16.20 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 2023.
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 \$12.15 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 2023.

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>.

1 01/13/2023
 2 01/27/2023

BOIL0175-001 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 35.23	26.61

BRNY0002-012 06/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 37.23	19.51

FOOTNOTE

a. Paid Holidays: Memorial Day, July the 4th, Labor Day, and Thanksgiving Day (provided the employee is employed one day before and one day after the holiday).

CARP0277-007 07/01/2022

	Rates	Fringes
Carpenters: HEAVY & HIGHWAY CONSTRUCTION.....	\$ 34.13	25.30

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day

ELEC0910-005 04/01/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 38.00	5.75%+22.48

ELEC1249-003 05/04/2020

	Rates	Fringes
ELECTRICIAN (LINE CONSTRUCTION: LIGHTING AND TRAFFIC SIGNAL Including any and all Fiber Optic Cable necessary for Traffic Signal Systems, Traffic Monitoring systems and Road Weather information systems)		
Flagman.....	\$ 27.72	6.75%+33.90
Groundman (Truck Driver)....	\$ 36.96	6.75%+33.90
Groundman Truck Driver (tractor trailer unit).....	\$ 39.27	6.75%+33.90
Lineman & Technician.....	\$ 46.20	6.75%+33.90
Mechanic.....	\$ 36.96	6.75%+33.90

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.

ELEC1249-004 05/03/2021

	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.....	\$ 32.82	7%+34.40
Groundman digging machine operator.....	\$ 49.23	7%+34.40
Groundman truck driver (tractor trailer unit)....	\$ 46.50	7%+34.40
Groundman Truck driver....	\$ 43.76	7%+34.40
Lineman and Technician....	\$ 54.70	7%+35.40
Mechanic.....	\$ 43.76	7%+34.40
Substation:		
Cable Splicer.....	\$ 60.17	7%+35.40
Flagman.....	\$ 32.82	7%+34.40
Ground man truck driver....	\$ 43.76	7%+34.40
Groundman digging machine operator.....	\$ 49.23	7%+34.40
Groundman truck driver (tractor trailer unit)....	\$ 46.50	7%+34.40
Lineman & Technician.....	\$ 54.70	7%+35.40
Mechanic.....	\$ 43.76	7%+34.40
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.....	\$ 61.62	7%+35.40
Flagman.....	\$ 33.61	7%+34.40
Groundman Digging Machine Operator.....	\$ 50.42	7%+34.40

Groundman Truck Driver (tractor-trailer unit).....	\$ 47.62	7%+34.40
Groundman Truck Driver.....	\$ 44.82	7%+34.40
Lineman & Technician.....	\$ 56.02	7%+35.40
Mechanic.....	\$ 44.82	7%+34.40

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.

ELEC1249-008 01/01/2022

	Rates	Fringes
ELECTRICIAN (Line Construction) TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT		
Cable splicer.....	\$ 36.28	3%+5.14
Groundman.....	\$ 18.25	3%+5.14
Installer Repairman- Teledata Lineman/Technician- Equipment Operator.....	\$ 34.43	3%+5.14
Tree Trimmer.....	\$ 28.25	3%+10.23

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.

ELEV0062-002 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 53.69	37.335+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.

ENGI0158-010 07/01/2017

LEWIS AND ST LAWRENCE COUNTIES

	Rates	Fringes
Power Equipment Operator BUILDING		
GROUP 1.....	\$ 36.84	23.80+a
GROUP 2.....	\$ 34.78	23.80+a
GROUP 3.....	\$ 30.68	23.80+a
GROUP 4.....	\$ 38.84	23.80+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (BUILDING)

GROUP 1: Air plako, asphalt and blacktop roller, automated concrete spreader (CMI or equivalent), automated fine grade machine (CMI), backhoe, Belt placer, blacktop spreader (such as barber Greene & Blaw Knox), blacktop plant (automated), blast or rotary drill (truck or cat mounted), boom truck, cableway, caisson auger, Carry-all Scraper (self-loading), central mix plant (automated), cherry picker (15 ton capacity), Compressor, pump, generator or welding machine (when used in a battery of not more than 4); crane, crusher (rock), derrick, diesel power unit, dragline, dredge, dual drum paver, elevating grader (self-propelled) or towed, elevator hoist (2 cage), excavator (all purpose-hydraulically operated), fork lift (loed and lull and other rough terrain type), front end loader (4 c.y. and over), gradall, grader (power), head tower (Saurman or equal), host (2 or 3 drums), hydroblaster (laser pump), (LCM's) work boat operator, light plants (compressors and generators), locomotive, maintenance engineer, maintenance welder, mine hoist, mucking machine or mole, overhead crane -fixed permanent, pile driver, quarry master or equivalent, refrigeration equipment (for soil stabilization), sea mule, shovel, side boom, slip form paver, straddle buggy (ross carrier, lumber carrier), tractor drawn belt type loader (Euclid loader), tranching machine (digging capacity of over 4 ft depth), truck crane (operator), truck of trailer mounted log chipper (self feeder), tug operator (except, rented equipment), tunnel shovel, vibro or sonic hammer controls (when not mounted in proximity to the rig operator

GROUP 2: ""A"" frame truck, blacktop plant (non automatic), All Back Dumps, boring machine, bulldozer, cagehoist, Carry-all scraper, central mix plant (non automated), cherry picker 15 tons and under), Compressor (500 C.F. and over), concrete paver (single drum over 16S), Concrete Pump, core boring machine, drill rigs (tractor mounted), elevator (as a material hoist), fork lift (all others), front end loader (under 4 c.y.), gunite machine, high pressure boiler 15 lbs & over), hoist (one drum), hydraulic breaking hammer (drop hammer), Kolman plant loader (screening gravel), maintenance grease man, mixer for stabilized base (self propelled Seaman mixer), monorail machine, parapet concrete or pavement grinder, post hole digger (truck or tractor mounted), power sweeper (wayne or similar), pump (4"" and over, pump-crete or squeeze-crete, road widener (front end of grader or self prop.), roller, self contained hydraulic bench drill, shell winder (motorized), snorkel (overhead arms), snowblower control man, trenching machine (digging capacity of 4 ft or less), tigger hoist, vibrotamp, well drill, well point system, winch (motor driver), winch cat, winch truck (submersible pumps when used in lieu of well point system

GROUP 3: Compressor (up to 500 C.F.), concrete paver or mixer (under 16S), concrete pavement spreaders and finishers (not automated), conveyor (over 12 ft), electric submersible pump (4"" and over), farm tractor with or without accessories, fine grade machine (not automated), fireman, form tamper, generator (2,500 Watts and over), grout pump, hydraulic pump, mechanical heaters (more than 2 mechanical heaters or any mechanical heater or heaters whose combined output exceeds 640,000 BTU per hour

(manufacturer's rating) plus one contained heating unit (i.e. sundog, air heat type, new Holland hay dryer type excluded), mulching machine, oiler, power driven welding machine - 300 amp. and over (other than all electric), power heaterman (hay dryer), pump (under 4""), revinus widener (road widener), single light plant, steam cleaner or jenny, tractor with or without towed accessories

GROUP 4: Master mechanic

PREMIUMS:

Hazmat work 2.50
 Quad 9 Bulldozer or Multibowl Scraper .50

CRANE PREMIUMS (Add to Group 1 Rate):

All Lattice Boom Cranes (65 ton capacity and over) Group 1 Rate Plus 1.75
 All Hydraulic Cranes (100 ton capacity and over) Group 1 Rate Plus 1.75
 All Hydraulic Cranes (80 ton capacity to 99 ton capacity) Group 1 Rate Plus 1.25
 All Hydraulic Cranes (65 ton capacity to 79 ton capacity) Group 1 Rate Plus 1.10

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day provided the employee has worked five consecutive working days before and the working day after the holiday.

 ENGI0158-020 07/01/2022

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 48.15	30.55
GROUP 2.....	\$ 47.27	30.55
GROUP 3.....	\$ 43.99	30.55
GROUP 4.....	\$ 52.15	30.55
GROUP 5.....	\$ 51.15	30.55
GROUP 6.....	\$ 50.15	30.55
GROUP 7.....	\$ 49.50	30.55

POWER EQUIPMENT OPERATORS 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,

Fork Lift, Form Tamper, Grout Pump, Gunite Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker, ride-on, Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement, Shovel, Side Boom, Slip Form Paver, Tractor Drawn, BeltType Loader, Truck or Trailer Mounted Log , Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

GROUP 2: Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant (NonAutomated) and All Concrete Batching Plants, Cherry Picker (5 tons capacity and under), Concrete Paver (Over 16S), Crawler Drill, Self-contained, Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders, L.C.M. Work Boat Operator, Locomotive Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinius Widener, Roller (Grade and Fill), Scarifier, ride-on, Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw, ride-on, Steam Cleaner, Pug Mill, Pump Crete Ready Mix Concrete Plant Refrigeration Equipment (for soil stabilization)Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill, Excluding Air-Track Type Drill, Skidder, Tractor with Dozer and/or Pusher, Trencher. Tugger Hoist, Vermeer saw (ride on, any size or type), Winch, Winch Cat

GROUP 3: A Frame Winch Hoist on Truck , Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving, Machine (ride on), Ballast Regulator, Ride-on Boiler (used in conjunction with production), Bituminous Heater, self-propelled, Boat (powered), Cement and Bin Operator, Compressors, Dust Collectors, 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 Inserter, 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

FOOTNOTE:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day provided the employee

has worked the working day before and the working day after the holiday.

IRON0060-003 07/01/2022

HEAVY/HIGHWAY CONSTRUCTION

JEFFERSON COUNTY (Townships of Adams, Alexandria, Brownsville, Cape Vincent, Clayton, Ellisburg, Henderson, Housfield, Le Ray, Lorraine, Lyme, Orleans, Pamela, Rodman, Rutland, Theresa, Watertown and Worth)

	Rates	Fringes
IRONWORKER		
Structural, Ornamental, reinforcing precast concrete erector, machinery mover & rigger, fence erector, stone derrickman, welder, sheeter, sheeter bucket-up..	\$ 31.25	30.53

IRON0440-005 07/01/2022

HEAVY/HIGHWAY CONSTRUCTION (REMAINDER OF JEFFERSON COUNTY)

LEWIS AND ST. LAWRENCE COUNTIES BUILDING/HEAVY/HIGHWAY CONSTRUCTION

	Rates	Fringes
IRONWORKER		
STRUCTURAL, ORNAMENTAL, RODMAN, MACHINERY MOVERS & RIGGER, FENCE ERECTOR, REINFORCING, STONE DERRICKMAN.....	\$ 31.25	29.19

LAB01822-004 07/01/2022

LEWIS AND ST. LAWRENCE COUNTIES ONLY

JEFFERSON, LEWIS AND ST. LAWRENCE COUNTIES

	Rates	Fringes
Laborers:		
HEAVY & HIGHWAY		
GROUP 1.....	\$ 29.27	26.80+a
GROUP 2.....	\$ 29.27	26.80+a
GROUP 3.....	\$ 29.47	26.80+a
GROUP 4.....	\$ 29.67	26.80+a
GROUP 5.....	\$ 32.27	26.80+a

FOOTNOTE:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, provided the employee has worked the working day before the holiday and working day after the holiday.

LABORER CLASSIFICATIONS

GROUP 1: Laborers, flaggers, outboard and hand boats.

GROUP 2: Bull float, chain saw, concrete aggregate, bin concrete bootman, gin buggy, hand or machine vibrator, jackhammer, mason tender, mortar mixer, pavement breaker, handlers of all steel mesh, small generators for laborers; tools, installation of bridge drainage pipe, pipelayers, vibrator type rollers, tamper, drill doctor, tail or screw operator on asphalt paver, water pump operator (1 1/2 inch and single diaphragm), nozzle (asphalt, gunnite, seeding and sandblasting), laborers on chain link fence erection, rock splitter and power unit, pusher type concrete saw and all other gas, electric, oil and air tool operators, wrecking laborer.

GROUP 3: All rock or drill machine operators (except quarry master and similar type, acetylene torch operators, asphalt raker, powerderman.

GROUP 4: Blasters, form setters, stone or granite curb setters.

GROUP 5: Hazardous waste removal.

 PAIN0004-022 05/01/2022

LEWIS COUNTY (Townships of High Market, Lewis, Leyden, Lyonsdale, Osceola, Turin and West Turin)

	Rates	Fringes
Painter, Bridge		
HEAVY & HIGHWAY		
CONSTRUCTION		
Bridges.....	\$ 41.06	29.59
Painter:		
BUILDING CONSTRUCTION		
Brush & Roll, Drywall		
Taping/Finishing.....	\$ 23.25	21.21
Spray/Sandblasting/Structural		
Steel.....	\$ 23.75	21.21

 PAIN0004-026 05/01/2022

JEFFERSON COUNTY; LEWIS COUNTY (Townships of Diana, Croghan, New Bremen, Watson, Greig, Martinsburg, Lwville, Denmark, Harrisburg, Montague and Pinckney); ST. LAWRENCE COUNTY

	Rates	Fringes
Painters:		
Bridge.....	\$ 41.06	29.59
Brush & Roll,		
Paperhanging, Wallcoverings.	\$ 23.25	21.21
Sandblasting.....	\$ 23.75	21.21
Steel Painting.....	\$ 23.75	21.21
Steel Spray Painting.....	\$ 23.75	21.21
Swing Staging, Window		
Jacks, Cup Spray Painting,		

Steam Cleaning and Hydro
Water Blasting.....\$ 23.75 21.21

PAIN0677-001 05/01/2022

	Rates	Fringes
GLAZIER.....	\$ 27.05	27.45

PLUM0073-003 05/01/2019

JEFFERSON, LEWIS (Twps of Diana, Croghan, New Bremen, Watson,
Greig, Martinsburg, Lewisville, Denmark, Harrisburg, Montague,
Pinkney, Highmarket, Oscellia, and Turin) AND ST. LAWRENCE
COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 31.43	23.61

PLUM0112-004 05/01/2022

LEWIS COUNTY Townships of Lewis, Leyden, Lyonsdale, West Turin

	Rates	Fringes
PLUMBER (Including Steamfitting) Northern Zone.....	\$ 39.25	31.35

ROOF0195-001 06/01/2022

	Rates	Fringes
ROOFER.....	\$ 31.25	24.91

* SFNY0669-001 01/01/2023

	Rates	Fringes
SPRINKLER FITTER.....	\$ 40.81	26.47

SHEE0058-004 05/01/2022

LEWIS and ST. LAWRENCE COUNTIES

	Rates	Fringes
Sheet Metal Worker Projects over \$10 million..	\$ 33.89	22.46
Incl. HVAC Duct Projects with sheetmetal work totaling \$10 million or less.....	\$ 32.89	22.46

TEAM0687-001 06/01/2018

	Rates	Fringes
Truck drivers: HEAVY & HIGHWAY GROUP 1.....	\$ 25.82	25.16+a
GROUP 2.....	\$ 26.04	25.16+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day

TRUCK DRIVERS CLASSIFICATIONS:

GROUP 1: Pick-ups, panel trucks, flatboy material trucks (strait jobs), single axle dump trucks, dumpsters, greasers, truck tiremen,, parts chaser, tandems and batch trucks, mechanics, semi trailer, lowboy trucks, asphalt distributor trucks and agitator, mixer trucks and dumpcrete type vehicles, truck mechanic, fuel truck and bus

GROUP 2: Special earth moving quipment (euclid type), or similar off highway equipment, where not self loaded, straddle (ross) carrier, and self contained concrete mobile unit, off highway tandem back dump, twin engine equipment and double hitched equipment where not self loaded

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) (ii)).

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.

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 DECISIO"

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a

demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and

the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.

35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey

electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*:
 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day*:
 1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*:
 1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

- c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
- 1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor's Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner's Insurance:* After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

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

- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there

were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

- a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

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

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 Starting the Work

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 Reference Points

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 Progress Schedule

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay,

disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. abnormal weather conditions;
 - 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 - 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a

mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection

therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
 - 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements

or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

- c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground

Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract

Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one

year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and

documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 Contractor's Insurance

- A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for

the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
 5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

- F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities

identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays,

Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.

- b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

- a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 Patent Fees and Royalties

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in

the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of

performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

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

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

- A. *Shop Drawing and Sample Submittal Requirements:*
 - 1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
 1. *Shop Drawings:*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
 2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily

injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract

Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 Coordination

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and
 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the

claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER’S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer’s status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner’s duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner’s duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner’s responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not

supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Project Representative

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 Rejecting Defective Work

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 Shop Drawings, Change Orders and Payments

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 Determinations for Unit Price Work

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 Decisions on Requirements of Contract Documents and Acceptability of Work

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 Limitations on Engineer's Authority and Responsibilities

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any

Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 Compliance with Safety Program

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (1) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a

subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 Owner-Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 Unauthorized Changes in the Work

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

- B. An adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 - 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 - 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 Notification to Surety

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

ARTICLE 12 – CLAIMS

12.01 Claims

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the

Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
 5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

- b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:* Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing,

replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. *Payment Becomes Due:*
1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor

may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

- A. *Application for Payment:*
 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules,

guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work:*** The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

- D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item

may start to run from an earlier date if so provided in the Specifications.

- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate For Convenience

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then

Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 Computation of Times

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

18.03 Cumulative Remedies

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

18.04 Limitation of Damages

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 No Waiver

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

18.06 Survival of Obligations

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

18.07 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 Headings

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

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

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

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:

Geotechnical Baseline Report (GBR) — The interpretive report prepared by or for Owner regarding subsurface conditions at the Site, and containing specific baseline geotechnical conditions that may be anticipated or relied upon for bidding and contract administration purposes, subject to the controlling provisions of the Contract, including the GBR’s own terms. The GBR is a Contract Document.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.01 Delete Paragraphs 2.01 B. and C. in their entirety and insert the following in their place:

- A. Evidence of Contractor’s Insurance:** When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- B. Evidence of Owner’s Insurance:** After receipt from Contractor of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner under Article 6 (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:

C. The following drawings of physical conditions relating to existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities) are known to Owner:

D. Geotechnical Baseline Report:

1. This Contract contains a Geotechnical Baseline Report (“GBR”), identified

as follows: Exploratory Test Pit Field Report dated March 23, 2023 prepared by GYMO Architecture, Engineering, and Land Surveying D.P.C.

2. The GBR is incorporated as Contract Documents. The GBR is to be used in conjunction with other Contract Documents, including the Drawings and Specifications.
3. The GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations (referred to here in the Supplementary Conditions as “Baseline Conditions”). These may include ground, geological, groundwater, and other subsurface geotechnical conditions, and baselines of anticipated Underground Facilities or subsurface structures.
4. The Baseline Conditions shall be used to assist in the administration of the Contract’s differing site conditions clause at locations where subsurface conditions have been baselined. If a condition is baselined in the GBR, then only the pertinent Baseline Conditions shall be used to determine whether there is a differing site condition; and no other indication of that condition in the Contract Documents or Technical Data, or of a condition that describes, quantifies, or measures a similar characteristic of the subsurface, shall be used for the differing site condition determination.
5. The Baseline Conditions shall not be used to make differing site conditions determinations at locations that have not been baselined in the GBR, or at any location with respect to subsurface conditions that the Baseline Conditions do not address. If Underground Facilities or Hazardous Environmental Conditions are expressly addressed in the Baseline Conditions, then comparison to such Baseline Conditions shall be the primary means of determining (a) whether an Underground Facility was shown or indicated with reasonable accuracy, as provided in Paragraph 5.05 of the General Conditions, or (b) whether a Hazardous Environmental Condition was shown or indicated in the Contract Documents as indicated in Paragraph 5.06.H of the General Conditions.
6. The descriptions of subsurface conditions provided in the GBR are based on geotechnical investigations, laboratory tests, interpretation, interpolation, extrapolation, and analyses. Neither Owner, Engineer, nor any geotechnical or other consultant warrants or guarantees that actual subsurface conditions will be as described in the GBR, nor is the GBR intended to warrant or guarantee the use of specific means or methods of construction.
7. The behavior of the ground during construction depends substantially upon the Contractor’s selected means, methods, techniques, sequences, and procedures of construction. If ground behavior conditions are baselined in the GBR, they are based on stated assumptions regarding construction means and methods.
8. The GBR shall not reduce or relieve Contractor of its responsibility for the planning, selection, and implementation of safety precautions and programs incident to Contractor’s means, methods, techniques, sequences, and procedures of construction, or to the Work.

SC/GBR-5.04 Differing Subsurface or Physical Conditions

- A. **Notice:** If Contractor believes that any subsurface condition that is uncovered or revealed at the Site:
 - 1. differs materially from conditions shown or indicated in the GBR; then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. **Engineer's Review:** After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph SC/GBR 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption or continuation of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. **Owner's Statement to Contractor Regarding Site Condition:** After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption or continuation of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. **Possible Price and Times Adjustments:**
 - 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph SC/GBR 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03 of the General Conditions; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
 - 2. Contractor shall not be entitled to any adjustment in the Contract Price

or Contract Times with respect to a subsurface or physical conditionif:

- a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment;or
 - c. Contractor failed to give the written notice as required by Paragraph SC/GBR 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

Article 6- BONDS AND INSURANCE

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State: Statutory

Federal, if applicable (e.g., Longshoreman's): Statutory

Jones Act coverage, if applicable:

Bodily injury by accident, each accident	\$
<u>2,000,000</u>	<u>Bodily</u>
injury by disease, aggregate	\$
<u>5,000,000</u>	

Employer's Liability:

Bodily injury, each accident \$ 2,000,000

Bodily injury by disease, each employee \$ 2,000,000

Bodily injury/disease aggregate \$ 5,000,000

For work performed in monopolistic states, stop-gap liability coverage shall be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of: \$ 5,000,000

Foreign voluntary worker compensation Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate \$2,000,000

Products - Completed Operations Aggregate \$2,000,000

Personal and Advertising Injury	<u>\$1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	<u>\$1,000,000</u>

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:

Each person	<u>1,000,000</u>
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\$	<u>1,000,000</u>
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Each accident

\$	<u>1,000,000</u>
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Property Damage:	<u>1,000,000</u>
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Each accident

\$

[or]

Combined Single Limit of

\$

4. Excess or Umbrella Liability:

Per Occurrence	<u>\$ 5,000,000</u>
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General Aggregate	<u>\$ 5,000,000</u>
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5. Contractor's Pollution Liability:

Each Occurrence	<u>\$ 2,000,000</u>
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General Aggregate	<u>\$ 5,000,000</u>
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If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

- 6. **Additional Insureds:** In addition to Owner and Engineer, include as additional insureds the following: GYMO Architecture, Engineering & Land Surveying, D.P.C.
- 7. **Contractor's Professional Liability:**

Each Claim	\$ _
Annual Aggregate	\$ _

SC-7.02.C. Add the following new paragraph immediately after Paragraph 7.02.B:

[Contractor] shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC 7.09 Add a new paragraph immediately after Paragraph 7.09.A:

- A. **Owner is exempt from payment of sales and compensating use taxes of the State of [New York] and of cities and counties thereof on all materials to be incorporated into the Work.**
 - 1. **Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.**
 - 2. **Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.**

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

SC-9.13 Owner will furnish an "Owner's Site Representative" to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. Owner's Site Representative will be GYMO Architecture, Engineering & Land Surveying, D.P.C. The authority and responsibilities of Owner's Site Representative follow:

ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

- B. **The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.**
 - 1. **General: RPR's dealings in matters pertaining to the Work in general shall**

be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. **Schedules:** Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
3. **Conferences and Meetings:** Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. **Liaison:**
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. **Interpretation of Contract Documents:** Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. **Shop Drawings and Samples:**
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. **Modifications:** Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. **Review of Work and Rejection of Defective Work:**
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the

completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Start-ups:

- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:

- a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- c. Maintain records for use in preparing Project documentation.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation

and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. Completion:

- a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
- b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

C. The RPR shall not:

15. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
16. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
17. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
18. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
19. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
20. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
21. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
22. Authorize Owner to occupy the Project in whole or in part.

SC 13.03.E Delete Paragraph 13.03.E in its entirety and insert the following in its place:

- E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
 1. if the extended price of a particular item of Unit Price Work amounts to 10 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the

quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 20 percent from the estimated quantity of such item indicated in the Agreement; and

2. if there is no corresponding adjustment with respect to any other item of Work; and
3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02 Arbitration

- A. All matters subject to final resolution under this Article will be decided by arbitration in accordance with the rules of *American Arbitration Association* subject to the conditions and limitations of this paragraph. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in this Article, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations. The demand for arbitration should include specific reference to Paragraph SC-17.02.D below.
- C. No arbitration arising out of or relating to the Contract shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless
 1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and
 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.

- D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include a concise breakdown of the award, and a written explanation of the award specifically citing the Contract provisions deemed applicable and relied on in making the award.
- E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

SC-17.03 Attorneys' Fees

- A. In most jurisdictions in the United States, as a general matter each party to a dispute is responsible for its own attorneys' fees, unless an express agreement provides to the contrary. Some legal authorities believe that this general rule encourages claims and disputes, because claimants have little concern that they will be forced to pay for the opposing party's fees if the claim fails. Other authorities take the opposite view—that the enticing prospect of not only prevailing but also of having one's own fees paid by the opponent would encourage overly aggressive pursuit of claims (or overzealous defense against valid claims).

If an exception to the general American rule is preferred for disputes subject to final resolution under Article 17, then add the following express agreement:

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02.

SC-17.03 Attorneys' Fees: For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

SC-100 SEPARATE CONTRACTOR CLAIMS

Should CONTRACTOR cause damage to the work or property of any separate contractor at the site, or should any claim arising out of CONTRACTOR's performance of the Work at the site be made by any separate contractor against CONTRACTOR, OWNER, ENGINEER, ENGINEER's Consultants, the Construction Coordinator or any other person, CONTRACTOR shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER, ENGINEER AND ENGINEER's Consultants and the Construction Coordinator harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by a separate contractor against OWNER, ENGINEER, ENGINEER's Consultants or the Construction Coordinator at the extent based on a claim arising out of CONTRACTOR's performance of the Work. Should a separate contractor cause damage to the Work or property of CONTRACTOR or should the performance of Work by any separate contractor at the site give rise to any other claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER, ENGINEER, ENGINEER's Consultants or the Construction Coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from OWNER, ENGINEER, ENGINEER's Consultants or the Construction Coordinator on account of any such damage or claim. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor and OWNER and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR may make a claim for an extension of times in accordance with the general provisions. An extension of the Contract Times shall be CONTRACTOR's exclusive remedy with respect to OWNER, ENGINEER, ENGINEER's Consultants and Construction Coordinator for any delay, disruption, interference or hindrance caused by any separate contractor. This paragraph does not prevent recovery from OWNER, ENGINEER, ENGINEER's Consultant or Construction Coordinator for activities that are their respective responsibilities.

SC-101 SURVEYS

SC-101A The boundary information portrayed on the CONTRACT DOCUMENTS was plotted from available aerial photography, plans, maps and/or tax maps. A boundary survey was not performed for the project area.

SC-101B The CONTRACTOR shall retain a Licensed Land Surveyor for all field stakeout, baselines and stakeout offsets and facilities which is not provided by the Owner and for As-Built record drawings.

APPENDIX A

**CONTRACT DRAWINGS
GEOTECHNICAL BASELINE REPORT**



FIELD REPORT		OWNER ARCHITECT ENGINEER FIELD	
PROJECT: 2023-003		FIELD REPORT NO.: 01	
DATE: 03-23-2023	TIME: 9 am	WEATHER: Light Rain	TEMP: 45
EST.% COMPLETION: N/A		CONFORMANCE WITH SCHEDULE (+,-): N/A	

PRESENT AT SITE:

4 Representatives from Lewis County Highway Department
 Matt O'Connor – Lewis County Buildings and Grounds Supervisor
 Mark Tompkins-GYMO

WORK IN PROGRESS:

The Lewis County Highway Department performed exploratory excavation using a CAT 306 Trackhoe to determine the depth to bedrock throughout the Lewis County Public Safety Facility parking lot, and to determine the existing pavement sections for various areas around the site. Excavations in traffic and adjacent areas were backfilled with ROC Stone by the County Highway department, and other areas outside traffic areas were backfilled with excavated material upon completion of work.

OBSERVATIONS:

Test Pit #1

Location of Test Pit is as indicated in the attached Test Pit map. Pavement/Soil layers observed at this location is as follows:

- ±0'-0" to ±0'-4" – Asphalt
- ±0'-4" to ±1'-4" – Bank Run Gravel
- ±1'-4" to ±5'-0" – Clayey Soil with Cobbles
- No Bedrock Encountered

Test Pit #2

Location of Test Pit is as indicated in the attached Test Pit map. Pavement/Soil layers observed at this location is as follows:

- ±0'-0" to ±0'-5" - Asphalt
- ±0'-5" to ±1'-5" – Bank Run Gravel
- ±1'-5" – Geotextile Fabric
- ±1'-5" to ±5'-0" – Clayey Soil with Cobbles
- No Bedrock Encountered

Test Pit #3

Location of Test Pit is as indicated in the attached Test Pit map. Pavement/Soil layers observed at this location is as follows:

- ±0'-0" to ±0'-4" - Topsoil
- ±0'-4" to ±2'-0" - Clayey Soil
- ±2'-0" – Assumed Bedrock Encountered

Test Pit #4

Location of Test Pit is as indicated in the attached Test Pit map. Pavement/Soil layers observed at this location is as follows:

- $\pm 0'-0"$ to $\pm 0'-3"$ - Asphalt
- $\pm 0'-3"$ to $\pm 1'-0"$ – Bank Run Gravel
- $\pm 1'-0"$ – Assumed Bedrock Encountered

Test Pit #5

Location of Test Pit is as indicated in the attached Test Pit map. Pavement/Soil layers observed at this location is as follows:

- $\pm 0'-0"$ to $\pm 0'-4"$ - Asphalt
- $\pm 0'-4"$ to $\pm 1'-1"$ – Bank Run Gravel
- $\pm 1'-1"$ – Assumed Bedrock Encountered

Test Pit #6

Location of Test Pit is as indicated in the attached Test Pit map. Pavement/Soil layers observed at this location is as follows:

- $\pm 0'-0"$ to $\pm 0'-7"$ – Crusher Run Gravel
- $\pm 0'-7"$ – Assumed Bedrock Encountered

Test Pit #7

Location of Test Pit is as indicated in the attached Test Pit map. Pavement/Soil layers observed at this location is as follows:

- $\pm 0'-0"$ to $\pm 0'-4"$ – Crusher Run Gravel
- $\pm 0'-4"$ to $\pm 0'-10"$ – Bank Run Gravel
- $\pm 0'-10"$ to $\pm 1'-9"$ – Clayey Soil
- $\pm 1'-9"$ – Assumed Bedrock Encountered

ITEMS TO VERIFY:

N/A

INFORMATION OR ACTION REQUIRED:

N/A

ATTACHMENTS:

Pictures
Test Pit Map

REPORT BY:

Mark Tompkins

PHOTOS
LEWIS COUNTY PUBLIC SAFETY BUILDING PARKING LOT AND DRAINAGE PROJECT
2023-003



Test Pit #1



Test Pit #1



Test Pit #2 Pavement Section and Geotextile Fabric



Test Pit #2

PHOTOS
LEWIS COUNTY PUBLIC SAFETY BUILDING PARKING LOT AND DRAINAGE PROJECT
2023-003



Bank Run Gravel in Test Pit #2



Test Pit #3



Test Pit #4



Test Pit #5

PHOTOS
LEWIS COUNTY PUBLIC SAFETY BUILDING PARKING LOT AND DRAINAGE PROJECT
2023-003



Test Pit #6



Test Pit #7



GYMO
 Architecture
 Engineering
 Land Surveying
 WWW.GYMODPC.COM
 18969 US Route 11
 Watertown, NY 13601
 315.788.3900

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 & LAND SURVEYING, P.C.
 IT IS A VIOLATION OF SECTION
 7209, SUBDIVISION 2, OF THE
 NEW YORK STATE EDUCATION
 LAW FOR ANY PERSON, UNLESS
 ACTING UNDER THE DIRECTION
 OF A LICENSED PROFESSIONAL
 ENGINEER OR LAND SURVEYOR
 TO ALTER THIS DOCUMENT IN
 ANY WAY. IF ALTERED, SUCH
 LICENSEE SHALL AFFIX HIS OR
 HER SEAL AND THE NOTATION
 "ALTERED BY" FOLLOWED BY
 HIS OR HER SIGNATURE, DATE
 AND A SPECIFIC DESCRIPTION
 OF ALTERATION.

SEAL:

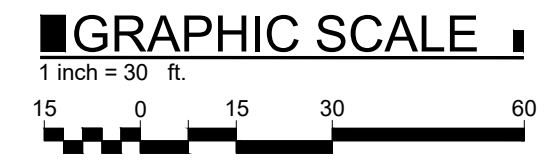
PROJECT NO: 2023-003
 SCALE: 1" = 30'
 DRAWN BY: KMB
 DESIGNED BY: KMB
 CHECKED BY:
 DATE ISSUED: 02-14-2023

TEST PIT LOCATION MAP
 LEWIS COUNTY PUBLIC SAFETY BUILDING PARKING LOT AND DRAINAGE PROJECT
 5252 OUTER STOWE STREET, LOWVILLE NY, 13367
 VILLAGE OF LOWVILLE, STATE OF NEW YORK, LEWIS COUNTY

LAST REVISED: N/A

PROGRESS PRINTS ONLY

DRAWING NO.
B100



**SECTION 01 1000
SUMMARY**

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Lewis County Public Safety Building Parking Lot and Drainage Project
- B. The site is located at 5252 Outer Stowe Street in the Village of Lowville, Lewis County, New York. Contractor shall provide all required transportation of materials and personnel to the site.
- C. The work of this project includes, but is not limited to, the furnishing of all labor, materials, appliances, tools, and equipment to demolish +/- 60,000 SF of existing asphalt and concrete driveways and walkways, clear and grub existing vegetation within work limits, install +/- 57,000SF of new asphalt and concrete driveways and walkways, install new drainage piping, drainage structures, light poles, electrical conduits, and other associated work.
- D. ENGINEER: Wherever the word ENGINEER appears it shall refer to GYMO Architecture, Engineering & Land Surveying, D.P.C.; 18969 US Route 11, Watertown, New York 13601; (315) 788-3900. The Engineers are Matthew J. Cervini, P.E, and Kevin M. Bamann, P.E.
- E. OWNER: Wherever the word OWNER appears it shall refer to Lewis County, New York; contact person Mr. Matt O'Connor, Building and Grounds Supervisor (315) 376-5321

1.02 OWNER OCCUPANCY

- A. Owner intends to occupy the Project during and throughout construction and upon Substantial Completion.
- B. Cooperate with Owner to minimize conflict and facilitate Owner's operations.
- C. Schedule Work to accommodate Owner occupancy.

1.03 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas as designated by the Owner.
- B. Arrange use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by Others.
 - 3. Work by Owner.
 - 4. Use of site and premises by the public and emergency personnel.
- C. Provide access to and from site as required by law and by Owner:
 - 1. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Time Restrictions:
 - 1. Limit conduct of especially noisy exterior work to the hours of 8:00AM to 5:00PM.

1.04 CONSTRUCTION SCHEDULE

- A. The Work shall be scheduled to proceed in a logical, orderly manner after the Notice to Proceed has been issued.
 - 1. The Contractor shall submit a construction schedule, for approval by the Owner, prior to commencing site work. During the course of the Work, the Contractor shall advise the Owner on a weekly basis of any revisions to the approved schedule.

1.05 EMERGENCY CALLS

- A. The Contractor shall maintain telephone service twenty-four (24) hours a day, seven (7) days a week, to at least three (3) responsible persons who shall be in a position to dispatch personnel and machinery at any point during the Work in the event of an emergency.

1.06 PRE-CONSTRUCTION MEETING

- A. Prior to the start of construction by the successful Bidder, a general information meeting shall be held with the Owner, Engineer, Contractor and other interested parties in attendance. The meeting shall cover the general features of the project and the various requirements in the Contract.

1.07 LAYOUT OF WORK

- A. The Contractor shall layout the Work according to all plans, details and instructions of latest issuance:
 - 1. Maintain one complete set of up to date drawings, specifications, shop drawings, details and instructions on the job site.
- B. Work shall be laid out plumb, square and true, to exact and correct dimensions. Work incorrectly laid out shall be removed and properly built at no extra cost to the Owner.
- C. Work shall be laid out with regard to Work of all other trades so that all Work shall fit properly and be scheduled and installed in the correct sequence.
- D. The Contractor shall retain a licensed Land Surveyor in the State of New York for layout activities.

1.08 CORRELATION OF WORK

- A. The Contractor and any Subcontractor requested by the Engineer shall be required to attend regularly scheduled job meetings and special job meetings when called by the Engineer. Decisions and schedules agreed upon at such meetings shall be binding upon all Contractors and Subcontractors present and absent.
- B. Decisions required from the Engineer shall be anticipated by the Contractor to provide ample time for inspection, investigation or detail drawings.
- C. It is very important that the Contractor be aware at all times of continuous use of the property in and around the work area covered by this Contract by emergency services personnel and the visiting public, and coordinate work schedules, especially erection of equipment, hoisting of materials, overhead labor, etc., to ensure public safety.

1.09 EQUIVALENT PRODUCTS

- A. Wherever a material, article or piece of equipment is identified on the Drawings or in the Specifications by reference to the name, trade name, make or catalog number of any manufacturer or supplier, it is intended to establish a standard of quality and/or performance, as determined by the Engineer, and not to limit competition. Wherever in the Contract Documents one or more products are specified, the words "similar and equal to" shall be deemed inserted.
- B. The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or "or equal" materials and equipment as defined in this section and the General Conditions, or those substitute or materials and equipment approved by the Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or "or equal" item. Request for Engineer's clarification of materials and equipment considered "or equal" prior to the Effective Date of the Agreement must be received by the Engineer at least seven (7) days prior to the date for receipt of Bids. No item of material or equipment will be considered by the Engineer as a substitute unless written request for approval has been submitted by Bidder and has been received by the Engineer at least seven (7) days prior to the date for receipt of Bids. Each request shall conform to the requirements of the General Conditions and this Section. The burden of proof of the merit of the proposed item is upon the Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If the Engineer approves any proposed substitute item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.
- C. When the Engineer approves a product proposed by the Contractor and such proposed product requires a revision or redesign of any part of the Work of this Contract or any other separate Contract, all excess costs occasioned by redesign, revisions, or extra work which is required by this or other Contracts shall be at the cost and expense of the Contractor proposing the equivalent.
- D. The Contractor shall have the burden of proving at his own cost and expense to the satisfaction of the Engineer that the proposed product is equal to the named product. The Engineer may establish criteria for product approval. The Engineer shall determine in his absolute discretion

whether a proposed product is to be approved.

- E. If the Contractor fails to comply with these requirements, or if the Engineer determines that the proposed product is not equal to that named, the Contractor shall supply the product named.
- F. All material and workmanship shall, in every respect, be in accordance with what, in the opinion of the Engineer, is in conformity with approved modern practice.
- G. In all cases, new materials shall be used unless this provision is waived by notice from the Owner or its Representative.

1.10 REFERENCE STANDARDS

- A. All documents and publications such as codes, standards and specifications which are cited in the project specifications are hereby made a part of the project specifications to the same extent as if printed and bound herein.
- B. Wherever reference is made to any such document, the Contractor shall comply with the requirements of the issue or edition including revisions, amendments and supplements thereto in effect on the date of the Notice to Bidders for the Project, except as modified by the project specification.

1.11 TEMPORARY FACILITIES

- A. A temporary office for the Engineer's Resident Project Representative is not required.
- B. Project sign stating "Professional Services For This Project Provided By GYMO, P.C. shall be provided by the Contractor on the project site.

1.12 TEMPORARY STORAGE FACILITIES

- A. The Contractor shall make all arrangements for the storage and off-loading of materials. Suitable raised platforms shall be provided for materials which might be damaged from contact with the ground.
- B. Contractor will be responsible for repairing any damages as a result of storage.

1.13 CONTRACTOR'S RESPONSIBILITY

- A. The Contractor shall take all precautions to prevent his materials and/or equipment being stored at the site from being used for vandalism. Contractor shall be responsible for and pay for any damage to the property as a result of such vandalism.
- B. The Contractor shall take all precautions to protect the public and his own materials and/or equipment at all times.
- C. The Contractor shall store materials and equipment on the site in such a manner as to allow access to the site for Contractor's property and property owner's operations.
- D. The Contractor shall properly dispose of all materials removed by his operations off-site.

1.14 PAYMENTS TO CONTRACTOR

- A. Partial Payment Requests shall be submitted to the Engineer for processing.
- B. See General Conditions for payment requirements.

1.15 PERMITS AND CODES

- A. The Contractor shall give all notices and comply with all applicable leases, ordinances, codes, rules and regulations. The intent of this Contract is that the Contractor shall base his bid upon the Contract Drawings and Specifications, but that all Work installed shall comply with all applicable codes and regulations as amended by any waivers. Before installing Work, all contractors shall examine the Drawings and the Specifications, and being aware of applicable codes and regulations bearing on the Work, shall immediately report any discrepancy to the Engineer. Where modifications are necessary to the Drawings and/or Specifications to comply with an applicable code or regulation, the Contract shall be adjusted by Change Order to conform to the code or regulation.
- B. The Contractor shall include in his bid, security, bonds, fees, and payment for all permits and licenses necessary for the proper execution and completion of the Work. The Owner shall

provide and pay for the Building Permit.

- C. The construction shall not be started until the necessary permits have been obtained, a copy is at the job site, and proper notice and approval for construction has been obtained. All necessary materials, equipment, labor and traffic protection devices shall be on the job site before requesting permission to start the Work. The Contractor may also be required to post a bond or certified check and/or provide additional insurance as described herein or elsewhere in the Contract Documents.

1.16 BARRIERS AND PROTECTION

- A. Contractor shall provide, erect and maintain barricades, warning signs, flags and lights as may be necessary to protect the Work and safeguard the workmen and the general public, all such protection shall comply with the requirements of the proper authorities having jurisdiction.
- B. Any work which is to remain in place that is damaged by reason of Work done under this Contract is to be restored to its original condition as deemed acceptable by the Engineer.
- C. The Contractor shall protect his work from damage caused by vandalism and malicious mischief.
- D. See also Section 01 5000 - Temporary Facilities and Controls.

1.17 CUTTING, PATCHING AND REMOVALS

- A. The Contractor shall do all cutting, patching, removal and replacement required for the completion of this Contract, including changes in the Work necessary to comply with the intent of the Drawings and Specifications as determined by the Engineer.
- B. Any work which is damaged by reason of Work done under this Contract is to be restored to its original condition as deemed acceptable by the Engineer.
- C. Removal of Existing Materials:
 - 1. The Contractor shall remove all items indicated on the Drawings or as specified herein. Where items are required to be removed and reinstalled or replaced due to the new Work, they shall be replaced or reinstalled by the trade involved.

1.18 CLEANING

- A. Throughout the construction period, maintain site in a standard of cleanliness as described herein:
 - 1. Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.
 - 2. Do not allow the accumulation of scrap, debris, waste material, and other items not required for the construction of this Work.
 - 3. At least twice each month, and more often if necessary, completely remove all scrap, debris, and waste material from the job site.
 - 4. Daily, and more often if necessary, inspect the site and pick up all scrap, debris, and waste material from the job site.
 - 5. Maintain the site in a neat orderly condition at all times.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 1000

SECTION 01 1525

BID ITEM DESCRIPTIONS CONTRACT NO.1 – GENERAL CONSTRUCTION

PART 1- GENERAL

- A. Description: Bid Item Prices are established as full compensation for providing all necessary labor, materials, equipment and expenses to complete the work included in the Bid Item Descriptions.
- B. The Contractor shall carefully acquaint him/herself with all work associated with each payment item and shall have no claim of unfamiliarity with the requirements of the various items.
- B. Related Sections:
 - 1. Bid Form
 - 2. Section 01 1000 - Summary
 - 3. General and Supplementary Conditions
- C. List of Bid Item Descriptions (attached)

Section 1 - Lump Sum Items

- 1. General Construction

Section 2 - Unit Price Items

- 2. Rock Removal

BID ITEMS

SECTION 1 - LUMP SUM ITEMS

1. **DESCRIPTION:**

Under this Section, the Contractor shall furnish all materials, construct, and fully complete the work of the Lump Sum Items, in the quantities, and to the lines and grades shown or specified, encountered in the work, or ordered by the Engineer.

The principal items of work scheduled herein are included under this section. The work also includes all accessories, appurtenances or other work required for the completion of the Lump Sum Items, except those related to the work of these items, and specifically included under other Payment Item Sections of this Contract.

2. **PAYMENT:**

Payment for the work of Lump Sum Items will be made at the Lump Sum Prices stated in the Bid and appropriate to each item included under this Section.

3. **NO PAYMENT:**

No payment will be made under this Section for work performed by the Contractor to replace defective work or for work which is not shown or ordered or which is outside the limits shown or ordered.

BID ITEM DESCRIPTION

GENERAL CONSTRUCTION - BID ITEM 1

1. DESCRIPTION:

Under this Item, the Contractor shall furnish all labor, materials and equipment to perform all work indicated in the contract documents with the exception of work indicated as being excluded in Section 3 of this bid item description. Work under this item includes, but is not limited to, the following.

2. WORK UNDER THIS ITEM:

- Mobilization and demobilization
- Site Preparation
- Utility Locations
- Maintain owners access to facilities
- Work Zone Traffic Control
- Shop Drawings and Submittals
- Installation of Project Sign
- Pre-construction conference and periodic job meetings
- Install and maintain Erosion and Sediment Control Measures as indicated in the contract documents for duration of construction. Temporary Erosion and Sediment Control measures shall be removed from the site upon completion of construction.
- Excavate and dispose of all asphalt, concrete, topsoil, gravel, subbase, and other on-site materials as indicated in the contract documents.
- Provide, place, grade, and perform associated compaction and testing of gravel, subbase, topsoil, or other earthen materials.
- Provide, place, grade, and perform associated compaction and testing of asphalt pavement, and associated materials.
- Perform sealcoating of asphalt surfaces as indicated in the contract documents.
- Provide, place, consolidate, finish, and perform any associated testing of concrete sidewalks, thresholds, pads, foundations, curbs, and other concrete items.
- Provide and install chain-link fencing and associated gates, posts, foundations, and other associated items as indicated in the contract documents.
- Provide and install PVC slats in chain-link fencing as indicated in the contract documents.
- Provide and install painted pavement markings as indicated in the contract documents.
- Provide and install signs, sign posts, and associated foundations and hardware as indicated in the contract documents.
- Relocate fuel tank as indicated in the contract documents.
- Provide and install storm piping, end sections, and associated trenching, bedding, and backfill as indicated in the contract documents.
- Provide and install precast concrete catch basin, gutter drain sections, and other storm structures with associated excavation, bedding, and backfill as indicated in the contract documents.
- Uninstall existing exterior overhead light fixtures, with associated poles, fixtures, foundations, and wiring, and reinstall the existing components in the new locations as indicated in the contract documents.
- Provide and install Quazite boxes as indicated in the contract documents and connect wiring and conduits as indicated in the contract documents.
- Provide and install exterior sections of electrical conduit and wiring connecting existing site lighting and sign circuitry to new site lighting and sign circuitry as indicated in the contract documents.
- Provide and install exterior sections of electrical conduit and pull string for future

electric vehicle chargers and terminate conduits as indicated in the contract documents.

- Provide and install exterior and interior sections of electrical conduit and wiring connecting equipment and instrumentation from traffic barrier gates, control terminals, video intercom equipment, and card access equipment to the appropriate power or control panel as described in the contract documents.
- Provide and install concrete foundations for traffic barrier gates and control terminals with associated conduit penetrations and equipment anchor systems as indicated in the contract documents.
- Coordinate exact electrical and foundation requirements for traffic barrier gates, control terminal, video intercom equipment, and card access equipment with vendor supplying and installing this equipment.
- Provide and install tree saplings as indicated in the contract documents.
- Site restoration, including site cleanup and placement of grass seed as indicated in the contract documents.
- Construction (survey) stakeout, and As-Builts
- General Note Items.
- Perform all other work indicated in the contract documents except for work indicated as being excluded in Section 3 of this Bid Item Description.

3. WORK NOT INCLUDED UNDER THIS ITEM:

- Rock Removal.
- Provide and install traffic barrier gates, control terminal, video intercom equipment, and card access equipment. These items are to be provided and installed by the vendor.

4. PAYMENT:

Payment for this Item will be made on a pro-rated basis based on the percentage of work completed during each month.

BID ITEMS

SECTION 2 - UNIT PRICE ITEMS

1. DESCRIPTION:

Under this Section, the Contractor shall furnish all materials, construct, and fully complete the work of the Unit Price Items, in the quantities, and to the lines and grades shown or specified, encountered in the work, or ordered by the Engineer.

The principal items of work scheduled herein are included under this section. The work also includes all accessories, appurtenances or other work required for the completion of the Unit Price Items, except those related to the work of these items, and specifically included under other Payment Item Sections of this Contract.

Certain items of this section also comprise work where in general, the quantities cannot be precisely determined in advance of construction. No promise is given either by expression or by implication that the quantities of these items of work staged in the Bid are evenly approximately the quantities that will be ordered in construction.

2. PAYMENT:

Payment for the work of Unit Price Items will be made at the Contract Unit Prices stated in the Bid and appropriate of each item included under this section.

3. NO PAYMENT:

No payment will be made under this section for work performed by the Contractor to replace defective work, work which is not shown or ordered, which is outside the limits shown or ordered, or which is included in other Payment Item sections.

BID ITEM DESCRIPTION

ROCK REMOVAL - BID ITEM 2

1. DESCRIPTION:

Under this Item, the Contractor shall furnish all labor, materials and equipment to remove rock which is encountered as defined in Section 31 2316.26 of the Technical Provisions, to the widths and depths shown on the Drawings, or to the widths and depths ordered by the Engineer.

2. WORK UNDER THIS ITEM:

- Maintain access to Private Property – Section 01 1000
- Locate, Verify, Support and Protect Existing Utilities
- Provide surveyed surface of existing rock elevations prior to performing rock removal activities at parking lot rock removal locations prepared by a New York State Licensed Land Surveyor, tied horizontally to the North American Datum of 1983 (NAD 83) and tied vertically to at least three site elements with known elevations indicated on the plans (existing finish floor elevations, existing drainage structure rim elevations, etc.). Field data for generating the surface should be gathered in 10' x 10' grids, and include any anomalies in the encountered rock surface (outcroppings, shelves, ledges, etc.).
- Rock Removal - Section 31 2316.26
- Saw Cutting and/or Mechanical Removal
- Disposal of Removed Rock

3. WORK NOT INCLUDED UNDER THIS ITEM:

- Normal Excavation for Pipes and Structures Foundations (General Construction)

4. PAYMENT:

Payment for this Item shall be made on a Unit Price per cubic yard basis. The quantity for payment will be the number of cubic yards of rock excavated, as measured (depth, width and length) in its undisturbed state, rounded to the nearest 0.1 cubic yards. The maximum limits of payment for rock excavation in the pipe trenches shall be to the limits shown in the "Typical Pipe Bedding Details and Payment Limits" Detail. The maximum limits for payment of rock excavation at manholes and other structures shall be 1-foot outside of the outer wall and 8" below the bottom of the structure. The maximum limits of payment for rock excavation under pavement shall be to the depths and widths as indicated in the Typical Asphalt Pavement Detail (Rock Areas).

**SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preconstruction meeting.
- B. Progress meetings.
- C. Construction progress schedule.
- D. Submittals for review, information, and project closeout.
- E. Number of copies of submittals.
- F. Submittal procedures.

1.02 RELATED REQUIREMENTS

1.03 PROJECT COORDINATOR

- A. Project Coordinator: Engineer.
- B. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for Contractor and Owner access, traffic, and parking facilities.
- C. During construction, coordinate use of site and facilities through the Project Coordinator.
- D. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- E. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities.
- F. Coordinate field engineering and layout work under instructions of the Project Coordinator.
- G. Make the following types of submittals to Engineer through the Project Coordinator:

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. After the Notice of Award has been issued, and prior to the commencement of construction activities, the Engineer will call a pre-construction meeting at the site of the work and notify the Owner and Contractor(s). Contractors shall inform all Subcontractors of the meeting.
- B. The Owner, Engineer, Contractor(s) and major Subcontractors shall each be represented at the meeting by persons familiar with and authorized to conclude matters relating to the Work.
- C. Attendance Required:
 - 1. Owner.
 - 2. Engineer.
 - 3. Contractor.
 - 4. Subcontractors.
- D. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Designation of personnel representing the parties to Contract and Engineer.
 - 5. Designation of personnel representing the parties to Contractor, Owner and Engineer.
 - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 7. Scheduling.

3.02 PROGRESS MEETINGS

- A. The Engineer will schedule and administer progress meetings throughout progress of the Work as needed.
- B. Engineer will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Engineer, as appropriate to agenda topics for each meeting.
- D. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems that impede, or will impede, planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Maintenance of progress schedule.
 - 7. Corrective measures to regain projected schedules.
 - 8. Planned progress during succeeding work period.
 - 9. Coordination of projected progress.
 - 10. Maintenance of quality and work standards.
 - 11. Effect of proposed changes on progress schedule and coordination.
 - 12. Other business relating to work.
- E. The Engineer will record minutes of all meetings and distribute copies within two days after meeting to participants, with two copies to Owner, participants, and those affected by decisions made.
- F. Any party with objections or corrections to the meeting minutes shall immediately inform the Engineer in writing.
- G. In the absence of the Engineer, the Construction Manager will record the minutes of the meetings.
- H. In the absence of the Construction Manager, the General Construction Contractor will record the minutes of the meetings.

3.03 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - 1. Product data.
 - 2. Shop drawings.
 - 3. Samples for selection.
 - 4. Samples for verification.
- B. Submit to Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. Submittals shall be in an electronic format only.
- C. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below.

3.04 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 - 1. Design data.
 - 2. Certificates.
 - 3. Test reports.
 - 4. Inspection reports.
 - 5. Manufacturer's instructions.
 - 6. Manufacturer's field reports.
 - 7. Other types indicated.
- B. Submit for Engineer's knowledge as contract administrator or for Owner.

3.05 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout.
 - 1. Project record documents including an As-Built Survey prepared by a NYS licensed Land Surveyor.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.
 - 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

3.06 SUBMITTAL PROCEDURES

- A. General Requirements
 - 1. Transmit related items together as single package.
 - 2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.
 - 3. Transmit each submittal with approved form.
 - 4. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
 - 5. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
 - 6. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
 - 7. Deliver submittals to Engineer via email or a web based file hosting service.
 - 8. Schedule submittals to expedite the Project, and coordinate submission of related items.
 - 9. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
 - 10. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
 - 11. Provide space for Contractor and Engineer review stamps.
 - 12. When revised for resubmission, identify all changes made since previous submission.
 - 13. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
 - 14. Submittals not requested will not be recognized or processed.

END OF SECTION 01 3000

**SECTION 01 4000
QUALITY REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. References and standards.
- B. Submittals.
- C. Control of installation.
- D. Tolerances.
- E. Testing and inspection agencies and services.
- F. Control of installation.
- G. Tolerances.
- H. Manufacturers' field services.
- I. Defect Assessment.

1.02 RELATED REQUIREMENTS

- A. General Conditions: Inspections and approvals required by public authorities.
- B. Section 01 3000 - Administrative Requirements: Submittal procedures.
- C. Section 01 6000 - Product Requirements: Requirements for material and product quality.

1.03 REFERENCE STANDARDS

- A. ASTM C1077 - Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation 2017.
- B. ASTM C1093 - Standard Practice for Accreditation of Testing Agencies for Masonry 2022a.
- C. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection 2021.
- D. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing 2021.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Testing Agency Qualifications:
 - 1. Prior to start of Work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
 - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
- C. Design Data: Submit for Engineer's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.
- D. Test Reports: After each test/inspection, promptly submit two copies of report to Engineer and to Contractor.
 - 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test/inspection.
 - h. Date of test/inspection.

- i. Results of test/inspection.
 - j. Compliance with Contract Documents.
 - k. When requested by Engineer, provide interpretation of results.
- 2. Test report submittals are for Engineer's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.
- E. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Engineer, in quantities specified for Product Data.
 - 1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Engineer.
- F. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- G. Manufacturer's Field Reports: Submit reports for Engineer's benefit as contract administrator or for Owner.
 - 1. Submit report in duplicate within 30 days of observation to Engineer for information.
 - 2. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.

1.05 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

1.06 TESTING AND INSPECTION AGENCIES AND SERVICES

- A. Contractor shall employ and pay for services of an independent testing agency to perform other specified testing.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- C. Contractor Employed Agency:
 - 1. Testing agency: Comply with requirements of ASTM E329, ASTM E543, ASTM C1021, ASTM C1077, and ASTM C1093.
 - 2. Inspection agency: Comply with requirements of ASTM D3740, ASTM D3740, ASTM E329, and ASTM E329.
 - 3. Laboratory: Authorized to operate in the Town or City in which the project is located.
 - 4. Laboratory Staff: Maintain a full time registered Engineer on staff to review services.
 - 5. Testing Equipment: Calibrated at reasonable intervals either by NIST or using an NIST established Measurement Assurance Program, under a laboratory measurement quality assurance program.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.03 TESTING AND INSPECTION

- A. Testing Agency Duties:
 1. Test samples of mixes submitted by Contractor.
 2. Provide qualified personnel at site. Cooperate with Engineer and Contractor in performance of services.
 3. Perform specified sampling and testing of products in accordance with specified standards.
 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 5. Promptly notify Engineer and Contractor of observed irregularities or non-compliance of Work or products.
 6. Perform additional tests and inspections required by Engineer.
 7. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 2. Agency may not approve or accept any portion of the Work.
 3. Agency may not assume any duties of Contractor.
 4. Agency has no authority to stop the Work.
- C. Contractor Responsibilities:
 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 4. Notify Engineer and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 6. Arrange with Owner and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- D. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Engineer.

- E. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.04 MANUFACTURERS' FIELD SERVICES

- A. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.05 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.

3.06 DELAYS BY THE OWNER

- A. Except as otherwise provided by law, the Contractor shall not be entitled to damages on account of any hindrances or delays due to the Owner's inability to obtain any approvals, permits, or easements necessary for completion of all or any part of the work. In said case, the Contractor shall be entitled to an extension of time only in which to complete the work, to be determined by the Engineer.

END OF SECTION 01 4000

**SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary sanitary facilities.
- C. Temporary Controls: Barriers, enclosures, and fencing.
- D. Security requirements.
- E. Vehicular access and parking.
- F. Waste removal facilities and services.
- G. Field offices.

1.02 TEMPORARY UTILITIES

- A. Provide and pay for all electrical power, lighting, water, heating and cooling, and ventilation required for construction purposes.
- B. Existing facilities may not be used.
- C. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.03 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

1.04 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Provide protection for plants designated to remain. Replace damaged plants.
- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.05 FENCING

- A. Construction: Contractor's option.

1.06 EXTERIOR ENCLOSURES

- A. Provide temporary insulated weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

1.07 SECURITY

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

1.08 VEHICULAR ACCESS AND PARKING

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.
- D. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

- E. Existing parking areas may be used for construction parking with approval from the Owner.
- F. Provide one parking space for Owner use.
- G. Provide one parking space for Engineer use.

1.09 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.10 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition.
- E. Restore new permanent facilities used during construction to specified condition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 5000

**SECTION 01 5713
TEMPORARY EROSION & SEDIMENT CONTROL**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Prevention of erosion due to construction activities.
- B. Prevention of sedimentation of waterways, open drainage ways, and storm and sanitary sewers due to construction activities.
- C. Restoration of areas eroded due to insufficient preventive measures.
- D. Compensation of Owner for fines levied by authorities having jurisdiction due to non-compliance by Contractor.

1.02 PERFORMANCE REQUIREMENTS

- A. Comply with all requirements of U.S. Environmental Protection Agency for erosion and sedimentation control, as specified for the National Pollutant Discharge Elimination System (NPDES), Phases I and II, under requirements for the 2012 Construction General Permit (CGP), whether the project is required by law to comply or not.
- B. Comply with the requirements of the Stormwater Pollution Prevention Plan (SWPPP) prepared for the project.
- C. Also comply with all more stringent requirements of the NYS Standards and Specifications for Erosion and Sediment Control.
- D. Timing: Put soil stabilization measures in place as soon as possible after disturbance of surface cover and before precipitation occurs.
- E. Storm Water Runoff: Control increased storm water runoff due to disturbance of surface cover due to construction activities for this project.
 - 1. Prevent runoff into storm and sanitary sewer systems, including open drainage channels, in excess of actual capacity or amount allowed by authorities having jurisdiction, whichever is less.
 - 2. Anticipate runoff volume due to the most extreme short term and 24-hour rainfall events that might occur in 25 years.
- F. Erosion On Site: Minimize wind, water, and vehicular erosion of soil on project site due to construction activities for this project.
 - 1. Control movement of sediment and soil from temporary stockpiles of soil.
 - 2. Prevent development of ruts due to equipment and vehicular traffic.
 - 3. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to Owner.
- G. Erosion Off Site: Prevent erosion of soil and deposition of sediment on other properties caused by water leaving the project site due to construction activities for this project.
 - 1. Prevent windblown soil from leaving the project site.
 - 2. Prevent tracking of mud onto public roads outside site.
 - 3. Prevent mud and sediment from flowing onto sidewalks and pavements.
 - 4. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to Owner.
- H. Sedimentation of Waterways On Site: Prevent sedimentation of waterways on the project site, including rivers, streams, lakes, ponds, open drainage ways, storm sewers, and sanitary sewers.
 - 1. If sedimentation occurs, install or correct preventive measures immediately at no cost to Owner; remove deposited sediments; comply with requirements of authorities having jurisdiction.
 - 2. If sediment basins are used as temporary preventive measures, pump dry and remove deposited sediment after each storm at a minimum.

- I. Sedimentation of Waterways Off Site: Prevent sedimentation of waterways off the project site, including rivers, streams, lakes, ponds, open drainage ways, storm sewers, and sanitary sewers.
 - 1. If sedimentation occurs, install or correct preventive measures immediately at no cost to Owner; remove deposited sediments; comply with requirements of authorities having jurisdiction.
- J. Open Water: Prevent standing water that could become stagnant.
- K. Maintenance: Maintain temporary preventive measures until permanent measures have been established.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Submit manufacturers product data and associated test reports for each product/material proposed to be used under this section demonstrating compliance with the contract documents.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Mulch: Use one of the following:
 - 1. Straw.
 - 2. Wood waste, chips, or bark.
 - 3. Erosion control matting or netting.
- B. Grass Seed For Temporary Cover: Select a species appropriate to climate, planting season, and intended purpose. If same area will later be planted with permanent vegetation, do not use species known to be excessively competitive or prone to volunteer in subsequent seasons.
- C. Stakes: One of the following, minimum 3 feet long:
 - 1. Steel U- or T-section, with minimum mass of 1.33 lb per linear foot.
 - 2. Wood, 2 by 2 inches in cross section.
- D. Filter Fabric
 - 1. Filter fabric shall be Mirafi 140N by T.C. Mirafi; Chantilly, VA 20150 or equal.
- E. Fence
 - 1. Silt Fence shall be Mirafi Envirofence, or approved equal. Fence shall be supported by posts, driven a minimum of 18" into the ground. Posts shall be spaced 8' o.c. maximum.
 - 2. Fencing other than that specified above shall be subject to review and acceptance by the Engineer.
- F. Sediment Filter Sock
 - 1. As approved by Engineer
- G. Storm Drain Drop Inlet Protection
 - 1. Flex Storm Catch-It or approved equal
- H. Crushed Stone for Check Dams
 - 1. Crushed stone for check dams shall conform to NYS-DOT Standard Specifications, May 1, 2008, Section 703-02 Coarse Aggregates, "Crushed Stone," 703-0201.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine site and identify existing features that contribute to erosion resistance; maintain such existing features to greatest extent possible.

3.02 PREPARATION

- A. Schedule work so that soil surfaces are left exposed for the minimum amount of time.

3.03 SCOPE OF PREVENTIVE MEASURES

- A. In all cases, if permanent erosion resistant measures have been installed temporary preventive measures are not required.

- B. Construction Entrances: Traffic-bearing aggregate surface.
 - 1. Width: As required, 12', pursuant to construction drawings.
 - 2. Length: 50 feet, minimum, pursuant to construction drawings.
 - 3. Provide at each construction entrance from public right-of-way.
 - 4. Where necessary to prevent tracking of mud onto right-of-way, provide wheel washing area out of direct traffic lane, with drain into sediment trap or basin.
- C. Linear Sediment Barriers: Made of silt fences or Sediment Filter Socks.
 - 1. Provide linear sediment barriers:
 - a. Along downhill perimeter edge of disturbed areas, including soil stockpiles.
- D. Storm Drain Curb Inlet Sediment Trap: Protect each curb inlet using one of the following measures (As needed and determined by the Engineer):
 - 1. Filter fabric wrapped around hollow concrete blocks blocking entire inlet face area; use one piece of fabric wrapped at least 1-1/2 times around concrete blocks and secured to prevent dislodging; orient cores of blocks so runoff passes into inlet.
- E. Storm Drain Drop Inlet Sediment Traps: As needed and determined by the Engineer.
- F. Temporary Splash Pads: Stone aggregate over filter fabric; size to suit application; provide at downspout outlets and storm water outlets.
- G. Soil Stockpiles: Protect using one of the following measures:
 - 1. Cover with polyethylene film, secured by placing soil on outer edges.
 - 2. Cover with mulch at least 4 inches thickness of pine needles, sawdust, bark, wood chips, or shredded leaves, or 6 inches of straw.
- H. Mulching: Use only for areas that may be subjected to erosion for less than 6 months.
 - 1. Wood Waste: Use only on slopes 3:1 or flatter; no anchoring required.
- I. Temporary Seeding: Use where temporary vegetated cover is required.

3.04 INITIAL SEQUENCE OF CONSTRUCTION ACTIVITIES AND PRELIMINARY EROSION CONTROL

- A. GENERAL
 - 1. The Contractor shall take sufficient precautions during construction to minimize the run-off of polluting substances such as silt, clay, fuels, oils, bitumens, calcium chloride, or other polluting materials harmful to humans, fish, or other life, into the water supplies and surface waters. Special precautions shall be taken in the use of construction equipment to prevent operations which promote erosion.
 - a. Measures of control of erosion must be adequate to assure that turbidity in the receiving water will not be increased more than the limit set by the State or other controlling body.
 - b. Loaming and seeding or mulching of cross country areas shall take place as soon as practicable but shall not be contrary to the requirements specified in Section 31 1500, Site Restoration.
 - c. Burning of combustible cleared and grubbed materials and debris will not be permitted on the project site.
- B. With regard to erosion and siltation control, the sequence of activities will generally take place as follows:
 - 1. Prior to grubbing or topsoil stripping, place all straw bales, silt fence, check dams, and snow fence where required.
 - 2. Throughout excavation, filling and grading operations, the Contractor shall take other necessary precautions, including installation of temporary drainage swales, siltation sumps, filtration dams, check dams, straw bales, siltation fences and temporary pipe to direct and control drainage from disturbed areas on the site so that erosion and siltation is minimal. In addition, no erosion or discharge of silt or larger particles from erosion control measures, surface runoff, or construction dewatering shall occur onto adjacent properties, or into sewers or drains.

3. Construction of dewatering sumps and connecting dewatering trenches as necessary for construction operations.
 - a. These sumps and trenches shall be of size, configuration and elevation as necessary to draw groundwater below the excavation subgrade levels. Water from dewatering operations shall be discharged into silt sumps and through filtration dams to insure that no silt-laden water or larger particles shall be discharged into wetland areas to remain undisturbed, or onto adjacent properties. Special siltation control details may have to be submitted to the Engineer for approval.
 - b. Damaged or loose straw bales and siltation fence shall be replaced as necessary to maintain their function of controlling erosion siltation. Damaged or broken down check dams and filtration dams shall be replaced immediately.
 - c. Remove any accumulation of silt or soil build-up behind straw bales, check dams and filtration dams, as it occurs. Remove accumulations of silt and soil build-up from the siltation sumps and silt trap, if any, when it is approximately 18 inches deep.
 - d. Remove all erosion control measures, including straw bales, silt fence, siltation sumps and checkdams only when construction is completed, upland surfaces are stabilized and the piped drainage system is fully operational.
- C. If the Contractor anticipates deviations from the above procedures, he shall notify the Engineer or his designated representative as soon as possible. No substantial deviations from the above sequence of activities shall take place without the Engineer's approval.

3.05 DISPOSAL OF MATERIALS

- A. All roots, stumps, brush, foliage, vegetation, and other materials and work from clearing and grubbing operations shall become the property of the Contractor and shall be removed by him from the project site. All materials removed from the project site shall be legally disposed of by the Contractor. No on-site disposal will be permitted.
- B. Burning of combustible cleared and grubbed materials and debris will not be permitted on the Owner's property.

3.06 DUST CONTROL

- A. The Contractor shall take all necessary measures and provide equipment and/or materials to minimize dust from rising and blowing across the site and to control surface water so that it does not run onto paved ways without being filtered. In addition, the Contractor shall control all dust created by construction operations and movement of construction vehicles, both on the site and on paved ways.
 1. Provide additional crushed stone where necessary to provide traps or filters for runoff water carrying sediment. Provide temporary swales and interceptor ditches to control surface runoff water where necessary.

3.07 MAINTENANCE OF EROSION CONTROL DEVICES

- A. Roadways, storm sewer systems, evidence of silt intrusion and other adverse environmental impacts shall be monitored at least every seven calendar days in accordance with the SPDES General Permit GP-0-10-001 and subsequent updates. Deficiencies shall be corrected immediately upon discovery.
- B. Existing and newly constructed culverts, drainage ditches, swales, sewers, and drains shall be kept clean and clear of obstructions during construction period.
- C. Erosion control devices: The following shall be monitored at least every seven calendar days in accordance with the SPDES General Permit GP-0-10-001 and subsequent updates:
 1. Sediment behind the erosion control device shall be checked and silt shall be removed if greater than 6-inches deep.
 2. Condition of erosion control devices shall be checked and damaged and/or deteriorated items shall be replaced. Erosion control devices shall be maintained in place and in effective condition.
 3. Straw bales shall be inspected frequently and maintained or replaced as required to maintain both their effectiveness and essentially their original condition. Underside of bales shall be kept in close contact with the earth below at all times, as required to prevent

- water from washing beneath bales.
4. Sediment deposits shall be disposed of off-site, in a location and manner which will not cause sediment nuisance elsewhere.
- D. Temporary erosion control devices shall be completely removed and disposed of at the completion of the project.

3.08 CLEAN UP

- A. Remove temporary measures after permanent measures have been installed, unless permitted to remain by Engineer.
- B. Clean out temporary sediment control structures that are to remain as permanent measures.
- C. Where removal of temporary measures would leave exposed soil, shape surface to an acceptable grade and finish to match adjacent ground surfaces.

END OF SECTION 01 5713

**SECTION 01 6000
PRODUCT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations.
- F. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Lists of products to be removed from existing building.
- B. Section 01 4000 - Quality Requirements: Product quality monitoring.

1.03 REFERENCE STANDARDS

- A. 16 CFR 260.13 - Guides for the Use of Environmental Marketing Claims; Federal Trade Commission; Recycled Content Current Edition.
- B. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.04 SUBMITTALS

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
 - 1. Submit within 15 days after date of Agreement.
 - 2. For products specified only by reference standards, list applicable reference standards.
- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.
- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.
- D. Reused Products: Reused products include materials and equipment previously used in this or other construction, salvaged and refurbished as specified.

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.

- B. Use of products having any of the following characteristics is not permitted:
 1. Made outside the United States, its territories, Canada, or Mexico.
 2. Made using or containing CFC's, HCFC's or Asbestos.
 3. Made of wood from newly cut old growth timber.
- C. Where other criteria are met, Contractor shall give preference to products that:
 1. If used on interior, have lower emissions, as defined in Section 01 6116.
 2. If wet-applied, have lower VOC content, as defined in Section 01 6116.
 3. Are extracted, harvested, and/or manufactured closer to the location of the project.
 4. Have longer documented life span under normal use.
 5. Result in less construction waste. See Section 01 7419
 6. Are made of vegetable materials that are rapidly renewable.
- D. Provide interchangeable components by the same manufacture for components being replaced.

2.03 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.04 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

- A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.
- B. Substitutions will not be considered when a product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- D. A request for substitution constitutes a representation that the submitter:
 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 2. Will provide the same warranty for the substitution as for the specified product.
 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 5. Will reimburse Owner and Engineer for review or redesign services associated with re-approval by authorities.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
 1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.

2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
3. The Engineer will notify Contractor in writing of decision to accept or reject request.

3.02 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 7419.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION 01 6000

**SECTION 01 7000
EXECUTION AND CLOSEOUT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition.
- C. Cutting and patching.
- D. Cleaning and protection.
- E. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- F. General requirements for maintenance service.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 3000 - Administrative Requirements: Submittals procedures, Electronic document submittal service.
- C. Section 01 4000 - Quality Requirements: Testing and inspection procedures.
- D. Section 01 5000 - Temporary Facilities and Controls: Temporary exterior enclosures.
- E. Section 01 5000 - Temporary Facilities and Controls: Temporary interior partitions.
- F. Section 01 5713 - Temporary Erosion and Sediment Control: Additional erosion and sedimentation control requirements.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
 - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences. Include design drawings and calculations for bracing and shoring.
 - 2. Identify demolition firm and submit qualifications.
 - 3. Include a summary of safety procedures.
- C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.
 - 6. Include in request:
 - a. Identification of Project.
 - b. Location and description of affected work.
 - c. Necessity for cutting or alteration.
 - d. Description of proposed work and products to be used.
 - e. Alternatives to cutting and patching.
 - f. Effect on work of Owner or separate Contractor.
 - g. Written permission of affected separate Contractor.
 - h. Date and time work will be executed.
- D. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.04 QUALIFICATIONS

- A. For demolition work, employ a firm specializing in the type of work required.

- B. For surveying work, employ a land surveyor registered in the State in which the Project is located and acceptable to Engineer. Submit evidence of surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate. Employ only individual(s) trained and experienced in collecting and recording accurate data relevant to ongoing construction activities,
- C. For field engineering, employ a professional engineer of the discipline required for specific service on Project, licensed in the State in which the Project is located. Employ only individual(s) trained and experienced in establishing and maintaining horizontal and vertical control points necessary for laying out construction work on project of similar size, scope and/or complexity.
- D. For design of temporary shoring and bracing, employ a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

1.05 PROJECT CONDITIONS

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- C. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- D. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
- E. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
 - 1. Minimize amount of bare soil exposed at one time.
 - 2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
 - 3. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
 - 4. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- F. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
- G. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
- H. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.
- I. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.
- D. Prior to commencing excavation, the Contractor shall notify the following agencies to obtain the location, size and depth of all existing underground utilities and structures.
 - 1. Dig Safely Requirements Call 811.

3.03 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.04 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Engineer before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
 - 2. Remove items indicated on drawings.
 - 3. Relocate items indicated on drawings.
 - 4. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 - 5. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- C. Protect existing work to remain.

1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
- D. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Engineer.
- E. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- F. Refinish existing surfaces as indicated:
1. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- G. Clean existing systems and equipment.
- H. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- I. Do not begin new construction in alterations areas before demolition is complete.
- J. Comply with all other applicable requirements of this section.

3.05 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
1. Complete the work.
 2. Fit products together to integrate with other work.
 3. Provide openings for penetration of mechanical, electrical, and other services.
 4. Match work that has been cut to adjacent work.
 5. Repair areas adjacent to cuts to required condition.
 6. Repair new work damaged by subsequent work.
 7. Remove samples of installed work for testing when requested.
 8. Remove and replace defective and non-complying work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. Patching:
1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 2. Match color, texture, and appearance.
 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.06 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.07 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

3.08 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.09 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
 - 1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.
- B. Use cleaning materials that are nonhazardous.
- C. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- D. Clean filters of operating equipment.
- E. Clean debris from gutters and gutters.
- F. Clean site; sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.10 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
 - 1. Provide copies to Engineer.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Engineer when work is considered ready for Engineer's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Engineer's Substantial Completion inspection.
- E. Owner will occupy all of the building as specified in Section 01 1000.
- F. Conduct Substantial Completion inspection and create Final Correction Punch List containing Engineer's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Engineer.
- G. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- H. Accompany Project Coordinator on Contractor's preliminary final inspection.

- I. Notify Engineer when work is considered finally complete and ready for Engineer's Substantial Completion final inspection.
- J. Complete items of work determined by Engineer listed in executed Certificate of Substantial Completion.

3.11 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

END OF SECTION 01 7000

**SECTION 01 7419
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

PART 1 GENERAL

1.01 WASTE MANAGEMENT REQUIREMENTS

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Owner may decide to pay for additional recycling, salvage, and/or reuse based on Landfill Alternatives Proposal specified below.
- E. Required Recycling, Salvage, and Reuse: The following may not be disposed of in landfills or by incineration:
 - 1. Aluminum and plastic beverage containers.
 - 2. Corrugated cardboard.
 - 3. Wood pallets.
 - 4. Clean dimensional wood: May be used as blocking or furring.
 - 5. Land clearing debris, including brush, branches, logs, and stumps.
 - 6. Concrete: May be crushed and used as riprap, aggregate, sub-base material, or fill.
 - 7. Bricks: May be used on project if whole, or crushed and used as landscape cover, sub-base material, or fill.
 - 8. Concrete masonry units.
 - 9. Asphalt paving: May be recycled into paving for project.
 - 10. Metals, including packaging banding, metal studs, sheet metal, structural steel, piping, reinforcing bars, door frames, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
 - 11. Plumbing fixtures.
 - 12. Mechanical and electrical equipment.
- F. Contractor shall submit periodic Waste Disposal Reports; all landfill disposal, recycling, salvage, and reuse must be reported regardless of to whom the cost or savings accrues; use the same units of measure on all reports.
- G. Contractor shall develop and follow a Waste Management Plan designed to implement these requirements.
- H. Methods of trash/waste disposal that are not acceptable are:
 - 1. Burning on the project site.
 - 2. Burying on the project site.
 - 3. Dumping or burying on other property, public or private.
 - 4. Other illegal dumping or burying.
 - 5. Incineration, either on- or off-site.
- I. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: List of items to be salvaged from the existing building for relocation in project or for Owner.
- B. Section 01 3000 - Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.
- C. Section 01 5000 - Temporary Facilities and Controls: Additional requirements related to trash/waste collection and removal facilities and services.

- D. Section 01 6000 - Product Requirements: Waste prevention requirements related to delivery, storage, and handling.
- E. Section 01 7000 - Execution and Closeout Requirements: Trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

1.03 DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Landfill Alternatives Proposal: Within 10 calendar days after receipt of Notice of Award of Bid, or prior to any trash or waste removal, whichever occurs sooner, submit a projection of trash/waste that will require disposal and alternatives to landfilling, with net costs.
 - 1. Submit to Engineer for Owner's review and approval.
 - 2. If Owner wishes to implement any cost alternatives, the Contract Price will be adjusted as specified elsewhere.
 - 3. Include an analysis of trash/waste to be generated and landfill options as specified for Waste Management Plan described below.
 - 4. Describe as many alternatives to landfilling as possible:
 - a. List each material proposed to be salvaged, reused, or recycled.
 - b. List the proposed local market for each material.

- c. State the estimated net cost resulting from each alternative, after subtracting revenue from sale of recycled or salvaged materials and landfill tipping fees saved due to diversion of materials from the landfill.
- C. Once Owner has determined which of the landfill alternatives addressed in the Proposal above are acceptable, prepare and submit Waste Management Plan; submit within 10 calendar days after notification by Engineer.
- D. Waste Management Plan: Include the following information:
 1. Analysis of the trash and waste projected to be generated during the entire project construction cycle, including types and quantities.
 2. Landfill Options: The name, address, and telephone number of the landfill(s) where trash/waste will be disposed of, the applicable landfill tipping fee(s), and the projected cost of disposing of all project trash/waste in the landfill(s).
 3. Landfill Alternatives: List all waste materials that will be diverted from landfills by reuse, salvage, or recycling.
 - a. List each material proposed to be salvaged, reused, or recycled.
 - b. List the local market for each material.
 - c. State the estimated net cost, versus landfill disposal.
 4. Meetings: Describe regular meetings to be held to address waste prevention, reduction, recycling, salvage, reuse, and disposal.
 5. Materials Handling Procedures: Describe the means by which materials to be diverted from landfills will be protected from contamination and prepared for acceptance by designated facilities; include separation procedures for recyclables, storage, and packaging.
 6. Transportation: Identify the destination and means of transportation of materials to be recycled; i.e. whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler.
 7. Submit updated Report with each Application for Progress Payment; failure to submit Report will delay payment.
 8. Submit Report on a form acceptable to Owner.
 9. Landfill Disposal: Include the following information:
 - a. Identification of material.
 - b. Amount, in tons or cubic yards, of trash/waste material from the project disposed of in landfills.
 - c. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 10. Recycled and Salvaged Materials: Include the following information for each:
 - a. Identification of material, including those retrieved by installer for use on other projects.
 - b. Amount, in tons or cubic yards, date removed from the project site, and receiving party.
 - c. Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - e. Certification by receiving party that materials will not be disposed of in landfills or by incineration.
 11. Material Reused on Project: Include the following information for each:
 - a. Identification of material and how it was used in the project.
 - b. Amount, in tons or cubic yards.
 - c. Include weight tickets as evidence of quantity.
 12. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.

PART 2 PRODUCTS

2.01 PRODUCT SUBSTITUTIONS

- A. See Section 01 6000 - Product Requirements for substitution submission procedures.
- B. For each proposed product substitution, submit the following information in addition to requirements specified in Section 01 6000:
 - 1. Relative amount of waste produced, compared to specified product.
 - 2. Cost savings on waste disposal, compared to specified product, to be deducted from the Contract Price.
 - 3. Proposed disposal method for waste product.
 - 4. Markets for recycled waste product.

PART 3 EXECUTION

3.01 WASTE MANAGEMENT PROCEDURES

- A. See Section 01 1000 for list of items to be salvaged from the existing building for relocation in project or for Owner.
- B. See Section 01 3000 for additional requirements for project meetings, reports, submittal procedures, and project documentation.
- C. See Section 01 5000 for additional requirements related to trash/waste collection and removal facilities and services.
- D. See Section 01 6000 for waste prevention requirements related to delivery, storage, and handling.
- E. See Section 01 7000 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

3.02 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
- B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and Engineer.
- C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- D. Meetings: Discuss trash/waste management goals and issues at project meetings.
 - 1. Pre-bid meeting.
 - 2. Pre-construction meeting.
 - 3. Regular job-site meetings.
- E. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
 - 1. As a minimum, provide:
 - a. Separate area for storage of materials to be reused on-site, such as wood cut-offs for blocking.
 - b. Separate dumpsters for each category of recyclable.
 - c. Recycling bins at worker lunch area.
 - 2. Provide containers as required.
 - 3. Locate enclosures out of the way of construction traffic.
 - 4. Provide adequate space for pick-up and delivery and convenience to subcontractors.
 - 5. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- F. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.

- G. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- H. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.
- I. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION 01 7419

**SECTION 02 4100
DEMOLITION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Protection of adjacent properties during demolition.
- B. Disconnecting, capping and removal of identified utilities.
- C. Selective demolition of built site elements.
- D. Abandonment and removal of existing utilities and utility structures.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 01 1000 - Summary: Description of items to be salvaged or removed for re-use by Contractor.
- C. Section 01 5000 - Temporary Facilities and Controls: Security, protective barriers, and waste removal.
- D. Section 01 5713 - Temporary Erosion and Sediment Control: Silt fences.
- E. Section 31 1000 - Site Clearing: Vegetation and existing debris removal.
- F. Section 31 2200 - Grading: Topsoil removal.
- G. Section 31 2323 - FILL AND BACKFILL: Fill material for filling holes, pits, and excavations generated as a result of removal operations.
- H. Section 32 9300 - Plants: Relocation of existing trees, shrubs, and other plants.

1.03 REFERENCE STANDARDS

- A. 29 CFR 1926 - Safety and Health Regulations for Construction Current Edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations 2022, with Errata (2021).

1.04 REGULATORY REQUIREMENTS

- A. Conform to applicable code for demolition of structures, safety of adjacent structures, dust control, runoff control, disposal, traffic, and pedestrian control and security.
- B. Obtain required permits from authorities.
- C. Notify affected utility companies before starting work and comply with their requirements.
- D. Do not close or obstruct roadways without permits.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Site Plan: Showing:
 - 1. Vegetation to be protected.
 - 2. Areas for temporary construction and field offices.
 - 3. Areas for temporary and permanent placement of removed materials.
- C. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
 - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences.
 - 2. Identify demolition firm and submit qualifications.
 - 3. Include a summary of safety procedures.
- D. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

1.06 PROJECT CONDITIONS

- A. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.

1.07 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: Company specializing in the type of work required.
 - 1. Minimum of 3 years of documented experience.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Fill Material: As specified in Section 31 2323 - FILL AND BACKFILL.

PART 3 EXECUTION

3.01 SCOPE

- A. Remove portions of existing buildings if needed to connect in electrical and data lines.
- B. Remove existing site features and utilities as specified on the plans, including drainage pipes, drainage structures, and end sections.
- C. Remove existing signage and sign posts as indicate on the plans.
- D. Remove paving and curbs as required to accomplish new work.
- E. Remove all other paving and curbs as indicated on drawings.
- F. Remove fences, gates, retaining walls, landscaping, or any other built site elements that are noted on the plans or needed to accomplish the work.
- G. Remove other items indicated, for salvage, relocation, and recycling.
- H. Fill excavations, open pits, and holes in ground areas generated as result of removals, using specified fill; compact fill as specified in Section 31 2200.
- I. Fill excavations, open pits, and holes in ground areas generated as result of removals, using specified fill; compact fill as required so that required rough grade elevations do not subside within one year after completion.

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Comply with applicable requirements of NFPA 241.
 - 3. Use of explosives is not permitted.
 - 4. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 - 5. Provide, erect, and maintain temporary barriers and security devices.
 - 6. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
 - 7. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 8. Do not close or obstruct roadways or sidewalks without permit.
 - 9. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
 - 10. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Do not begin removal until built elements to be salvaged or relocated have been removed.

- D. Do not begin removal until vegetation to be relocated has been removed and specified measures have been taken to protect vegetation to remain.
- E. Protect existing structures and other elements that are not to be removed.
 - 1. Provide bracing and shoring.
 - 2. Prevent movement or settlement of adjacent structures.
 - 3. Stop work immediately if adjacent structures appear to be in danger.
- F. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
- G. If hazardous materials are discovered during removal operations, stop work and notify Engineer and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.
- H. Perform demolition in a manner that maximizes salvage and recycling of materials.
 - 1. Dismantle existing construction and separate materials.
 - 2. Set aside reusable, recyclable, and salvageable materials; store and deliver to collection point or point of reuse.
- I. Partial Removal of Paving and Curbs: Neatly saw cut at right angle to surface.

3.03 EXISTING UTILITIES

- A. The Contractor shall be solely responsible for locating all underground utilities prior to the commencement of Work. Locations of existing utilities on the site plan are not warranted to show all existing utilities above or below ground. Existing utilities indicated on the site plan are shown only for the convenience of the Owner's Representatives. It shall be expressly understood that the Owner will not in any way be held responsible for conclusions or interpretations drawn therefrom by the Contractor. the Contractor shall therefore be held solely liable for any damage that occurs on or off-site in this respect.
- B. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- C. Protect existing utilities to remain from damage.
- D. Protect existing trees, groups of trees, and other vegetation designated by the Engineer or shown on the Drawings to remain in place against unnecessary cutting, breaking, or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line.
- E. Do not disrupt public utilities without permit from authority having jurisdiction.
- F. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
- G. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.
- H. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- I. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.
- J. Prepare building demolition areas by disconnecting and capping utilities outside the demolition zone; identify and mark utilities to be subsequently reconnected, in same manner as other utilities to remain.

3.04 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.

C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION 02 4100

**SECTION 03 3050
SITE CONCRETE**

PART 1 - GENERAL

1.01 SCOPE

- A. This Section is subject to the applicable requirements of the Contract Documents.
- B. This work includes all Site Concrete required by the Contract, and, in general, includes the following items:
 - 1. Concrete Formwork
 - 2. Concrete Reinforcement
 - 3. Concrete Testing.
 - 4. Cast in place site concrete for concrete pavement, curbs, slabs, sidewalks, light poles, manholes, catch basins, thrust blocks, and concrete encasement of utilities as shown, indicated and specified.
 - 5. Concrete finishing, curing, and protection.
 - 6. Submittals.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 31 1500 - Site Restoration

1.03 SUBMITTALS

- A. Test reports of all tests specified are to be transmitted to Engineer, with copies to the Owner.
- B. Project Specific Concrete mix designs for each type of concrete that will be used including special mixes for concrete to be pumped.
- C. Certified sieve analysis of fine and each class of coarse and fine aggregate (performed within last 4 months) shall be submitted to the Engineer for review prior to use. All cost will be at the Contractor's expense.
- D. Product data for concrete admixtures.

1.04 PRODUCT HANDLING

- A. Store materials properly to prevent damage, deterioration and inclusion of foreign matter. Aggregate shall be stockpiled in a well-drained location. Separate each gradation and pile them to prevent segregation of sizes within each gradation.
- B. Packaged materials shall be delivered in original unopened containers and stored in a weatherproof enclosure.
- C. Damaged or deteriorated materials are not acceptable and shall be removed from site.

1.05 JOB CONDITIONS

- A. No concrete shall be placed when the temperature is below 40 degrees F except to complete a pour already begun, unless protection is provided as specified for cold weather protection.

1.06 APPLICABLE CODES, STANDARDS AND SPECIFICATIONS

- A. Work under this Section shall conform to following, except as modified herein.
 - 1. American Society for Testing and Materials (ASTM), Standard Specifications and Methods of Testing.
 - 2. Specifications for hot weather concreting, ACI 305.
 - 3. Specifications for cold weather concreting, ACI 306.

1.07 PROJECT CONDITIONS

- A. Protect any adjacent finish materials against splatter during concrete placement.

PART 2 - PRODUCTS

2.01 CONCRETE REQUIREMENTS

- A. Project Concrete Classes
 - 1. Class 2 - To be used for Thrust Blocks, Burried Items, and as indicated in the drawings

2. Class 3 - To be used for sidewalks, slabs, curbs, items exposed to weather, and as indicated in the drawings
3. Class 4 - To be used for concrete pavement and as indicated in the drawings. Class 4 concrete shall meet the requirements of NYSDOT Material specification 501 for Class C Concrete

B. Material and performance requirements for each class of concrete is provided below

Concrete Class	Required Compressive Strength (psi)	Required Slump Range (in)	Maximum Water/Cement Ratio	Required Air Entrainment (%)
2	3,000	4.0 Max	0.46	None Required 8.0 Max
3	4,000	3.0 - 4.0	0.44	6.0 - 9.0
4	4,000	1.0 - 3.0	0.44	5.0 - 8.0

1. Required specified strength (f'c) shall be achieved at 28 days, (seven (7) days if hi-early cement is used)
2. Air Entrainment shall be as determined by direct measurement or by test method ASTM C138

C. Required Temperature Range

1. The temperature of concrete when deposited shall not be less than 50 degrees F nor above 90 degrees F.

2.02 CONCRETE FORMWORK

- A. Formwork Design and Construction: Comply with guidelines of ACI 347R to provide formwork that will produce concrete complying with tolerances of ACI 117.
- B. Form Materials: Contractor's choice of standard products with sufficient strength to withstand hydrostatic head without distortion in excess of permitted tolerances, unless otherwise noted below or indicated in the drawings.
 1. Form Facing for Exposed Concrete Finish Concrete: Contractor's choice of materials that will provide smooth, stain-free final appearance.
 2. Earth Cuts: Do not use earth cuts as forms for vertical surfaces. Natural rock formations that maintain a stable vertical edge may be used as side forms.
 3. Form Coating: Release agent that will not adversely affect concrete or interfere with application of coatings or reinforcement. Apply release agent in accordance with manufacturer's recommendations.
 4. Form Ties: Cone snap type that will leave no metal within 1-1/2" of concrete surface.
- C. Form Cleaning:
 1. Clean forms as erection proceeds, to remove foreign matter within forms.
 2. Clean formed cavities of debris prior to placing concrete.
- D. Form Rem
 1. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads.
 2. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.
 3. Store removed forms to prevent damage to form materials or to fresh concrete. Discard damaged forms.
- E. Provide formed openings where required for items to be embedded in passing through concrete work.

2.03 CONCRETE REINFORCEMENT

- A. Provide reinforcement as indicated in the drawings.
- B. Reinforcing Steel: ASTM A615/A615M, grade 60 (60,000 psi)
 1. Finish: Unfinished, unless otherwise indicated.

- C. Reinforcement Accessories:
 - 1. Tie Wire: Annealed, minimum 16 guage, 0.0508 inch
 - 2. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for adequate support of reinforcement during concrete placement.
- D. Welding of reinforcement is not permitted.

2.04 CONCRETE JOINTS

- A. Construction and spacing of Control Joints (expansion and contraction) and Construction Joints shall be as indicated in the drawings.
- B. Joint filler shall be premolded, resilient non-extruding type, ½" thick unless shown otherwise, for the full depth of the concrete section, in compliance with ASTM D 994.

2.05 CONCRETE CURING MATERIALS

- A. Paper for concrete curing and protection shall comply with ASTM C 171.
- B. White pigmented membrane curing compound shall be as specified in NYSDOT Specification 711-05, such as Hydrotane White, Certi-Vex Envio Cure 1000, or Sealtight 1200 White Pigmented.
- C. Curing compound, clear or translucent with fugitive dye, ASTM C 309, Type 1. The compound shall not stain or discolor the finished concrete surfaces or make the surface unsatisfactory for paint or adhesives. Kure-N-Seal of Sonneborn-Comtech, 3-way Sealer of Anti-Hydro, Masterseal of Master Builders, or approved equal.
- D. Surface hardener and dust-proofing compound shall be Lapidolith of Sonneborn, Armortop of A-H Products, Saniseal of Master Builders, or approved equal.

2.06 READY MIX PLANT

- A. Ready Mix Plant: Ready mix or transit mix concrete may be used at the Contractor's option, but it must conform to ASTM standards, current edition, modified as herein specified. Concrete supplier shall certify that all concrete delivered to the job is in compliance with design mix.
- B. Proportions shall be subject to check by the Engineer at all times. All concrete for the project shall be mixed, transported, handled and placed using clean equipment only.
- C. Ready-mixed concrete shall be completely discharged within 1 hour, or before the drum has revolved 300 revolutions, whichever comes first. The starting time shall be considered to be the time at which the mixing water is introduced to the mixer.
- D. In hot weather or under conditions contributing to quick stiffening of the concrete, prevent premature drying in accordance with ACI Standard 305.
- E. When a truck mixer is used for mixing of concrete, the mixer operation shall begin within 30 minutes after the cement is intermingled with the aggregate.

2.07 CONCRETE COMPONENTS

- A. Portland cement, approved standard brand, ASTM C 150, Type I, Air Entrained Cement or ASTM C595, Type IL(A). The specified cement shall conform to all tests.
 - 1. All cement for site mixing is to be delivered to the site in sacks bearing name and brand of the manufacturer.
 - 2. One brand and color of cement is to be used for all concrete work exposed in the structure.
- B. Air entraining admixture, ASTM C 260.
- C. Fine aggregate is to be clean, sharp, uncoated grains of natural sand, free from loam, clay, organic impurities, or frozen material, in compliance with ASTM C 33. After approval, no change is to be made in the source of supply without written approval of the Engineer. Grading shall be as follows:
 - 1. Passing 3/8" Sieve 100%
 - 2. Passing No. 4 Sieve 90 to 100%
 - 3. Passing No. 8 Sieve 75 to 100%

4. Passing No. 16 Sieve 50 to 85%
 5. Passing No. 30 Sieve 25 to 60%
 6. Passing No. 50 Sieve 10 to 30%
 7. Passing No. 100 Sieve 1 to 10%
 8. Passing No. 200 (Wet) 0 to 3%
- D. Coarse aggregate is to be hard, clean, crushed limestone, free from adherent coatings, friable pieces, organic impurities, and in compliance with NYSDOT Standard Specifications (or ASTM C33 equivalents) with sizes as designated below. After approval, no change in the source of supply will be allowed without written approval of the Engineer.
1. Class 3 Concrete
 - a. Material meeting the material and gradation requirements of NYSDOT Standard specifications 501-2.02 for CA 1 Coarse aggregate. ASTM C33 Size 7 is an acceptable equivalent to Type CA 1 gradation. Grading as follows
 - 1) Passing 1" sieve 100%
 - 2) Passing 1/2" sieve 90 to 100%
 - 3) Passing 1/4" sieve 0 to 15%
 2. Class 2 and 4 Concrete
 - a. Material meeting the material and gradation requirements of NYSDOT Standard specifications 501-2.02 for CA 2 Coarse aggregate. ASTM C33 Size 57 is an acceptable equivalent to Type CA 2 gradation. Grading as follows
 - 1) Passing 1 1/2" sieve 100%
 - 2) Passing 1" sieve 93 to 100%
 - 3) Passing 1/2" sieve 27 to 58%
 - 4) Passing 1/4" sieve 0 to 8%
- E. Water shall be potable, clean, free from oil, acids, vegetable matter, alkalis, salts or other injurious substances.

2.08 PROPORTIONS OF CONCRETE

- A. Concrete shall be composed of standard Portland cement, fine aggregate, coarse aggregate, water and approved admixtures.
- B. The following restrictions on concrete proportions shall apply:
 1. The minimum amount of cement for 3000 psi is 5.5 bags or 517 pounds.
 2. The minimum amount of cement for 4000 psi and stronger concrete is 6.0 bags or 564 pounds.
- C. Except as specified above, the proportions of concrete ingredients shall be established as enumerated in ACI 318.

2.09 MIXING CONCRETE

- A. Measurements of cement, fine and coarse aggregate, shall be determined by weight, on scales, accurate to 1% of the net load being weighed. Weighing equipment shall be arranged to permit making compensation for changes required due to moisture contained in aggregate.
 1. Water shall be measured by a device, accurate to 1% plus or minus, of the total amount of water required per batch.
 2. Water in the aggregate shall be included in the quantity specified and subtracted from the amount added to the mixture. Moisture determinations shall be made on representative samples at least once each day and when the appearance of the aggregate indicates a change.
 3. Volumetric measurement of aggregate is not permitted except for small amounts of concrete.
 4. In cold weather, water and aggregate shall be heated by approved means so that temperature of mixed concrete shall be 70 degrees F minimum upon leaving mixer. Heating of mixer drum will not be permitted.
 5. Cement at a temperature in excess of 140 degrees F shall not be used in mixing concrete.
- B. All concrete shall be machine mixed, conforming to ASTM C 94.

1. The Contractor is responsible for producing concrete having the specified slump for each pour. Concrete failing to conform to this requirement shall be rejected.
 2. Concrete showing any evidence of setting up in the mixer or rotating container shall be rejected.
 3. Water used for washing out the truck mixer after unloading must be discharged and is not permitted for use in wetting next batch.
- C. Rejected concrete may not be reworked and must be removed from the site.
- D. Site mixed concrete shall be mixed not less than one minute after all materials are in the drum by a batch mixer not smaller than one-third cubic yard capacity.
1. Rotation of the drum shall be between 190 and 210 peripheral feet per minute. Speeding up the rotation of the drum is not acceptable for a reduction in time.
 2. Raw materials are not permitted to enter drum until the preceding batch has been entirely discharged.

2.10 ADMIXTURES

- A. All concrete which is exposed to the weather shall also be air entrained including sidewalks, slabs and curbs. Mix in proportions as recommended by the manufacturer, in conformance with ASTM C260.
1. Air entraining admixtures shall not be used in concrete having an integral waterproofing admixture.
- B. Admixtures for plasticizing and densifying, may be used provided the concrete has a compressive strength at seven and twenty-eight days not less than that specified and also provided it complies with water-cement ratio requirements. If admixtures are used they shall be included in the mix design.
1. The admixture shall conform to ASTM C 494. Plastiment of Sika Chemical Corp., Pozzoloth of Master Builders, or approved equal.
 2. Submit, for review, evidence that the admixture increases the durability of the concrete when subject to freezing, thawing, and corrosion, and that the admixture has been used in similar work for not less than five years.

PART 3 - EXECUTION

3.01 INSPECTION AND TESTING

- A. The forms and reinforcing shall be inspected by the Engineer prior to placing any concrete.
- B. Testing
1. Concrete Temperature, slump, and air entrainment test shall be performed for each class of concrete at the following intervals, or as ordered by the Engineer:
 - a. (1) set of tests from the first placement each day
 - b. (1) set of tests approximately every 50 CY thereafter for sidewalks, curbs, and other miscellaneous placements.
 - c. (1) set of tests approximately every 150 CY thereafter for Concrete Pavement.
 2. Concrete slump testing shall be in accordance with ASTM C 143.
 3. Air entrainment testing shall be performed in accordance with ASTM C 138.
 4. A pair (2 each) of concrete cylinders shall be made in accordance with ASTM C31 for placement of concrete. During cold weather concreting, an additional (third) cylinder shall be made and cured on job site under same conditions as concrete it represents. Concrete cylinders shall be made at the following intervals or as ordered by the Engineer:
 - a. (1) pair of cylinders from the first placement each day
 - b. (1) pair of cylinders approximately every 50 CY thereafter for sidewalks, curbs, and other miscellaneous placements.
 - c. (1) pair of cylinders approximately every 150 CY Thereafter for concrete pavement
 5. Representative samples of the concrete cylinders shall be assessed for 7-day compressive strength and 28-day compressive strength in accordance with ASTM C39.
 6. It will be the responsibility of the Contractor to hire a third party testing agency to perform the required testing.

3.02 PREPARATION

- A. All equipment shall be thoroughly cleaned before each run. Discharge the wash water outside of the forms.
- B. Before placing any concrete, check the reinforcing, accessories, sleeves, and inserts for position. Forms shall be properly oiled and free of debris and water.
- C. In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with non-shrink grout.

3.03 PLACING CONCRETE

- A. Place concrete in accordance with ACI 304R.
- B. Coordinate with work from other section in forming and placing openings including dowels, openings, slots, or other embedded items.
- C. Convey, transport and place the concrete as rapidly as practical, without segregation or loss of ingredients and without unnecessary handling, to produce a monolithic structure free from pits, honeycombed areas and visible lines of juncture.
 - 1. The formwork is to be free of ice and snow.
 - 2. Avoid accumulating concrete on the reinforcing and forms above the level of fresh concrete.
 - 3. Place each section of concrete in a single, complete and continuous pour.
 - 4. Use chutes and trunks of sufficient number and variable lengths so that the concrete does not free fall over 4'-0". Keep the surface of the concrete practically level at all times.
 - 5. Vibrate concrete for slabs and sidewalks to a solid mass and screed to carefully leveled grounds using a straight edge. Place concrete in order to allow finishing in daylight.
 - 6. Spade and work course aggregate away from forms, work the concrete around reinforcing to avoid air pockets, voids and honeycomb sections.
 - 7. The use of a vibrator is recommended. Apply directly to the concrete. Excessive vibration causing segregation of the mix is prohibited. Flowing the concrete more than four feet with a vibrator is prohibited. Supplement vibration by hand spading in corners and angles of forms and along form surfaces.
- D. Adding Water:
 - 1. If concrete arrives on-site with a slump less than suitable for placement, water may be added to obtain initial slump provided that both the maximum water-cement ratio and the maximum permissible slump are not exceeded.
 - 2. No water may be added to the concrete mix once the placement of the concrete has been substantially started.

3.04 CURBING

- A. GENERAL
 - 1. The Contractor shall furnish and install all new curbing work required on this project in accordance with this Section of the Specifications.
 - 2. Curbing shall, in general, be constructed in accordance with New York State Department of Transportation (NYS DOT) specifications published May 1, 2023, as amended to date. NYS DOT specifications are referred to for certain types of curbs and are intended to apply for material to be supplied and construction procedures except as modified herein. It shall be the Contractor's responsibility to perform all work within the prescribed temperature, moisture and weather limitations imposed by the NYS DOT specification. Unless modified in this section, all work shall also be performed within the prescribed seasonal limitations imposed by the NYS DOT specification.
 - 3. The Contractor shall construct curbs within the grades and limits shown of the drawings. All curbs shall be laid to a straight alignment parallel to the center line of the road or along the required radius or curvature shown on the drawings. Finished curbing shall present a neat, uniform and continuous line with no apparent dips, high spots or bulges, or variations in line or grade greater than 1/8 inch as measured by a 10-foot straight edge. All new concrete curbing shall have a minimum height of 20 inches and a minimum

thickness of 8-inches.

- a. When old curb is being replaced, the old curb shall be removed to the nearest construction joint. Replacement curb shall match as nearly as possible the existing curb in every dimension except that all cement concrete curbing shall have a minimum height of 18 inches and a minimum thickness of 6 inches. In all cases, the horizontal and vertical faces of the new curb shall be flush with the face of the existing curb.
4. All construction of curbing at crosswalks shall comply with the NYS DOT regulations, pursuant to Section 330 of the Highway Law entitled "Construction Curbing for Physically Handicapped Persons."
5. Excavation and backfill work shall be kept to the minimum necessary for proper curb installation. All curbing shall bear on subbases as specified herein or shown on the drawing which has been satisfactorily compacted in accordance with the section - Earthwork.
6. The Contractor shall protect the curb and keep it in alignment and first class condition until the completion of the contract. Any curb which is damaged at any time previous to final acceptance of the work shall be removed and replaced at the Contractor's expense.

B. CEMENT CONCRETE CURB

1. All forms shall be true to line and grade and held rigidly in position. They shall be either metal or of acceptable planed and matched lumber and of such construction that there will be no interference to inspection of grade and alignment. A smooth surface will be provided.
2. The concrete shall be compacted by means of an approved immersion type mechanical vibrator of a size and weight sufficient to thoroughly vibrate the entire concrete mass without damaging or misaligning the forms. The vibrator shall be introduced into the concrete at 1-foot intervals for a period not to exceed two seconds for each immersion and shall vibrate at not less than 5,000 impulses per minute.
3. Curb shall be cast in place in sections approximately 10-feet long and provision made at each joint for expansion of 1/8 to 1/4 inch. Expansion joints 1/2 inch in thickness shall be located opposite each pavement expansion joint or approximately every 20 feet and at all changes in alignment. Expansion joint material shall be premolded bituminous as specified under NYS DOT specifications, Item 705-07, cut to conform to the cross section of the curb and be set slightly indented, and covered with an epoxy joint sealant.
4. The finish shall be steel troweled. The finished surface shall be free of trowel marks, uniform in texture and appearance and within the previously stated tolerances. The top face edge of the curb shall be finished with an edging tool, having a 1-inch radius and the top back edge of the curb shall be finished with an edging tool having a 1/4 inch radius.
5. The forms shall be left in place until the concrete has set sufficiently so that, in the opinion of the Engineer, they can be removed without injury to the curb. Upon removal of the forms, the curb shall be immediately troweled or rubbed to a smooth and uniform surface, but no plastering will be permitted. For this work, competent and skillful finishers shall be employed.
 - a. Curing shall be at the Contractor's option. Either NYS DOT specification: Item 711-03 Coated Plastic Fiber Blankets for Curing; 711-02, Quilted Covers; 711-04, Polyethylene Curing Covers; or 711-05, White Pigmented Membrane Curing Compound shall be used in curing concrete curb. Concrete shall be kept covered, moist and protected from vehicles and from freezing for at least seven (7) days. A protective sealer shall be sprayed on the exposed concrete surface using an approved chlorinated rubber base sealer as manufactured by Euclid Chemical Company, Protex, Sonneborn or Republic Powdered Metals #125 clear acrylic coating or equal. The sealer to be applied in accordance with the manufacturer's recommendations, either clear or white colored, and may be combined with a membrane curing compound.

C. MACHINE FORMED CONCRETE CURB

1. The Contractor shall use the construction methods as specified in Section 609-3.03 of the NYS DOT Standard Specifications dated January 1, 2022.

D. PRECAST CONCRETE CURBS

1. The Contractor shall use the construction methods as specified in Section 609-3.06 of the NYS DOT Standard Specifications dated January 1, 2022.

3.05 CONCRETE PAVEMENT

A. GENERAL

1. The Contractor shall furnish and install all new concrete pavement required on this project in accordance with the drawings and this Section of the Specifications.
2. Refer to the drawings for concrete concrete pavement thickness, slope, and joint construction details.

B. PLACEMENT

1. Place concrete pavement in accordance with Section 3.03 of this Specification

C. FINISHING

1. Float all concrete pavement while the concrete is still green but hardened sufficiently to bear the finisher's weight using a metal disc power machine.
 - a. No floating will be permitted while the surface is wet, soft or sloppy.
 - b. Care shall be exercised and the operation of the machine controlled to prevent overworking the finish and drawing excess mortar and water to surface.
 - c. The finishing machine shall be used for compaction and elimination of any voids. Repeated operation over a given area other than to secure the necessary compaction is to be avoided.
 - d. For areas of slabs which cannot be mechanically floated, use a wood or cork hand float.
 - e. Finish float surfaces to true uniform plane. Test the surface with a straight edge to detect high and low spots which shall be eliminated.
2. After floating, steel trowel the concrete to a smooth hard surface.
 - a. Provide second and subsequent trowellings as required to bring the surface to a smooth, hard, and impervious surface free from marks and blemishes.
3. Immediately after finishing, Texture the concrete surface using either Longitudinal Tining or Artificial Turf Dragging, as specified in NYSDOT Standard Specification 502-3.10.

D. CURING

1. Apply white pigmented membrane curing compound, as specified in Section 2.05 of this Specification, within 5 minutes of texturing concrete pavement.
2. Apply curing compound per the manufacturers recommendations, such that the coated surfaces are completely white.
3. Concrete shall be protected from vehicles and freezing for at least (7) days. Concrete pavement should be allowed to achieve a minimum compressive strength of 3,000 psi before being opened to traffic.
4. Cold Weather curing should be performed in accordance with section 3.09C of this Specification

3.06 FIELD QUALITY CONTROL

- A. Should any of test cylinders show low results, cored samples will be required for retesting. All costs for removal, replacement, and testing of the faulty work shall be borne by the Contractor with no additional cost to the Owner. The testing procedure shall be as outlined in ACI 318.

3.07 CONSTRUCTION AND CONTROL JOINTS

- A. Locate construction and control joints as indicated on the Plans. The type, number and location of construction joints in each member, unit or section of the structure is subject to the review of the Engineer prior to placing the concrete.

3.08 CONCRETE SLAB FINISHES

- A. Float all sidewalks and slabs which require finishing while the concrete is still green but hardened sufficiently to bear the finisher's weight using a metal disc power machine.
 1. No floating will be permitted while the surface is wet, soft or sloppy.

2. Care shall be exercised and the operation of the machine controlled to prevent overworking the finish and drawing excess mortar and water to surface.
 3. The finishing machine shall be used for compaction and elimination of any voids. Repeated operation over a given area other than to secure the necessary compaction is to be avoided.
 4. For areas of slabs which cannot be mechanically floated, use a wood or cork hand float.
 5. Finish float surfaces to true uniform plane. Test the surface with a straight edge to detect high and low spots which shall be eliminated.
- B. After floating, steel trowel the concrete to a smooth hard surface.
1. Provide second and subsequent trowellings as required to bring the surface to a smooth, hard, and impervious surface free from marks and blemishes.
- C. Provide a broom finish to slabs and sidewalks.
1. Draw the broom across slab surface, slightly overlapping previous passes. Corrugations in concrete shall be uniform and not over 1/8" deep.
 2. Use a push broom or floor broom, at least 18" wide, with good quality fiber or rattan bristles at least 4" long. The broom handle shall be longer than ½ width of the slab.
 3. Brooming shall be completed before the initial set of the concrete to prevent tearing or undue roughening of the surface.
 4. Edges and tooled joints shall be finished after brooming to provide a "picture frame" finish.
 5. Apply a minimum of three coats of hardener and dust proofing compound specified to exposed concrete floors, applied as recommended by the manufacturer of compound used. The completed application shall be guaranteed to remain hard and dustproof for a period of three years after application.
- D. Finish all concrete floors to a true, smooth and level surface or pitched to drain as required. The surfaces shall be true to the designed datum plane within a tolerance of ½" in 10 ft. as determined by a 10 ft. straightedge placed anywhere on the slab in any direction. All variations below this tolerance shall be leveled with latex cement as specified, mixed and installed in strict accordance with manufacturer's directions.

3.09 PROTECTION AND CURING

- A. Comply with requirements of ACI 308R where applicable.
- B. Protect the concrete from any injurious action of sun, rain, flowing water, frost, mechanical injury and premature drying.
- C. Cure all surfaces to prevent early loss of moisture in the mixture and to develop the full anticipated strength and durability of the concrete.
1. Unless otherwise specified, within 24 hours of concrete pours the horizontal surfaces of floors, slabs, platforms, etc. shall be completely covered with waterproof paper, with joints lapped and sealed. Apply in strict accordance with directions of the manufacturer of the waterproof paper used. The paper is to remain in place for seven (7) days minimum. Alternatively, slabs may be wet cured using soaker hoses or other similar means. Maintain the entire surface in a wet condition for a seven-day minimum period. Horizontal surfaces shall not be cured with a curing compound.
 2. Vertical surfaces shall be completely coated with the curing compound specified.
- D. Cold weather protection shall be provided by the Contractor for any concrete placed during freezing weather.
1. Provide all necessary equipment for heating and protecting the concrete during freezing and near freezing weather.
 2. No frozen materials or materials containing ice or frost will be used.
 3. The temperature of the concrete shall be maintained above 50 degrees F for not less than five days after placing. For slabs, maintain heat for seven days after placing.
 4. Keep the housing, covering and other protection in place for twenty-four hours after the heating is discontinued.
 5. Salt, chemicals, or other materials shall not be allowed to be mixed with the concrete to prevent freezing.

6. Methods of heating and protection shall conform with ACI 306.
 7. When concrete is placed in severe cold weather, the Engineer may require job stored test cylinders cured under identical conditions be tested before supporting forms and shores are removed, in accordance with ACI Standard 306.
- E. Hot weather protection which is provided by the Contractor for concrete placed during hot, dry weather shall be in accordance with ACI Standard 305.

3.10 CLEAN UP

- A. Upon completion of work under this Section, remove all equipment, tools, excess materials, rubbish and debris from site.

END OF SECTION 03 3050

**SECTION 10 1400
SIGNAGE**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Traffic signs.

1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's printed product literature for each type of sign, indicating sign styles, font, foreground and background colors, locations, overall dimensions of each sign.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. Package signs as required to prevent damage before installation.

1.04 PRODUCT REQUIREMENTS

- A. Material: High Intensity Reflective Aluminum
- B. Color: As indicated in contract documents
- C. Accessibility Compliance: All signs are required to comply with ADA Standards for Accessible Design and ANSI/ICC A 117.1 and applicable building codes, unless otherwise indicated; in the event of conflicting requirements, comply with the most comprehensive and specific requirements.
 - 1. Character Case: Upper case only.

PART 3 EXECUTION

2.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install neatly, with horizontal edges level.
- C. Locate signs where indicated:
 - 1. If no location is indicated obtain Owner's instructions.
- D. Protect from damage until Substantial Completion; repair or replace damage items.

**SECTION 31 0050
DEWATERING AND DRAINAGE**

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall prevent surface water and subsurface or groundwater from flowing into excavations or earthwork areas which would cause flooding of the project site and surrounding area, or softening or loosening of the soil at excavation or earthwork subgrade.
- B. The Contractor shall provide adequate and satisfactory dewatering and drainage of excavations and furnish all materials and equipment and do all incidental work required in conjunction with the furnishing, installing, and maintaining of same to permit proper installation of the structures, pipe and appurtenances. The Contractor may choose any satisfactory method he wishes, subject to the approval of the Engineer, for handling groundwater or surface water encountered in the work, provided they perform the dewatering required, and shall assume all responsibility for the adequacy of the methods, materials, and equipment employed. The Contractor shall bear the full cost of providing the dewatering at all times of the year, throughout the construction period, and no additional payment shall be made for this work. The Contractor shall take all precautions necessary to prevent loosening or softening up of the subgrade. In this regard, the Contractor shall at all times be prepared to alter his construction method or sequence. Dewatering and control of water shall be conducted as necessary to prevent seepage, groundwater flow and infiltration and runoff from it in any way undermining or otherwise damaging adjacent structures and utilities.
- C. Pumping equipment and devices to properly remove and dispose of all water entering the trenches and excavation for structures shall be provided. The grade shall be maintained dry until the structures (pipe, manholes, vaults, etc.) to be built thereon are completed. All dewatering required by pumping and drainage shall be performed without damage to the excavation, pipe trench, pavements, pipes, electrical conduits, other utilities and any other work or property. Existing or new sanitary sewers shall not be used to dispose of drainage. The Contractor's method of dewatering shall maintain the bottom excavation dry at all times.

1.02 SUBMITTAL

- A. Submit to the Engineer a plan describing the method and equipment to be used to dewater and drain site excavation.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL

- A. Remove water from excavations to prevent softening of trench and structure subgrades and soil changes detrimental to the stability of subgrades, foundations, and excavations and keep them dry until the structures to be built thereon are completed.
- B. Do not allow water to accumulate in excavations. The Contractor shall, at all times during construction, provide ample means and devices with which to remove promptly and dispose properly of all water entering roadway, trench, and structure excavations and keep them dry until the structures to be built thereon are completed.
- C. Drainage shall be adequate. No pipe shall be laid in water. No masonry shall be laid in water, and no water shall be allowed to rise over any masonry for four days. In no event shall water be allowed to rise so as to set up unequal pressures in the structures until the concrete or mortar has set up at least 24 hours. The Contractor shall constantly guard against the possibility of flotation of pipe or structures after installation. He shall place adequate backfill promptly to prevent this occurrence, and his method of handling drainage and carrying on his operations shall always be adequate to prevent flotation.
- D. If the Contractor elects to use underdrains for handling the water in pipe trenches or around structure excavations, he shall furnish and install the pipe and screened gravel, graded from coarse to fine and shall furnish and install all sumps, pumping equipment, etc., to maintain the

water level continuously at the required elevation.

- E. Perform grading in the vicinity of excavations so that ground surface is properly pitched to prevent water running into excavations.

END OF SECTION 31 0050

**SECTION 31 1000
SITE CLEARING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Clearing and protection of vegetation.
- B. Removal of existing debris.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 01 5000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- C. Section 01 5713 - Temporary Erosion and Sediment Control.
- D. Section 01 7000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products.
- E. Section 01 7419 - Construction Waste Management and Disposal: Limitations on disposal of removed materials; requirements for recycling.
- F. Section 02 4100 - Demolition: Removal of built elements and utilities.
- G. Section 31 2200 - Grading: Topsoil removal.
- H. Section 31 2323 - FILL AND BACKFILL: Fill material for filling holes, pits, and excavations generated as a result of removal operations.
- I. Section 32 9300 - Plants: Relocation of existing trees, shrubs, and other plants.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Fill Material: As specified in Section 31 2323 - Fill and Backfill

PART 3 EXECUTION

3.01 SITE CLEARING

- A. Comply with other requirements specified in Section 01 7000.
- B. Minimize production of dust due to clearing operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.

3.02 EXISTING UTILITIES AND BUILT ELEMENTS

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Protect existing structures and other elements that are not to be removed.

3.03 VEGETATION

- A. Scope: Remove trees, shrubs, brush, and stumps in areas to be covered by building structure, paving, playing fields, lawns, and planting beds.
- B. Do not begin clearing until vegetation to be relocated has been removed.
- C. Install substantial, highly visible fences at least 3 feet high to prevent inadvertent damage to vegetation to remain.
- D. In areas where vegetation must be removed but no construction will occur other than pervious paving, remove vegetation with minimum disturbance of the subsoil.
- E. Vegetation Removed: Do not burn, bury, landfill, or leave on site, except as indicated.

- F. Restoration: If vegetation outside removal limits or within specified protective fences is damaged or destroyed due to subsequent construction operations, replace at no cost to Owner.

3.04 DEBRIS

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION 31 1000

**SECTION 31 1050
SITE PREPARATION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Clearing and protection of vegetation.
- B. Abandonment and removal of existing utilities and utility structures.

1.02 SCOPE OF WORK

- A. Provide all equipment and materials, and do all work necessary to maintain erosion and sediment control. The erosion and sediment control provisions specified herein are the minimum requirements for erosion control. The Contractor shall provide additional erosion and sediment control materials and methods as required to effect the erosion and siltation control principles specified herein.
- B. The work shall include, but not be limited to, the following: clearing, grubbing, cutting and disposing of vegetation, trees and debris from within the project area (including the stripping and stockpiling of topsoil).
- C. Furnish and set all lines and grades required for construction operations and be solely responsible for the accuracy of lines and grades features of the work.
- D. Site clearing, grubbing and erosion control methods shall comply with DEC Regulations and requirements outlined in the Storm Water Pollution Prevention Plan.
- E. Provide Erosion and Sedimentation Control features including: off-site sediment tracking control, slope protection, placement of straw bales and siltation fences, temporary drainage swales, filtration and check dams, inlet baskets, and temporary seeding as necessary.
- F. Contact Underground Utilities Call Center of New York at 1-800-962-7962, a minimum of 48 hours prior to performing any work on-site to arrange for utility location services.
- G. Pothole to verify location of existing various underground facilities at sufficient locations to assure that no conflict with the proposed work exists and sufficient clearance is available to avoid damage to existing facilities.
- H. Perform potholing at least 10 working days in advance of performing any excavation or underground work.
- I. Upon discovery of conflicts or problems with existing facilities, notify Engineer by phone or fax within 24 hours. Follow telephone or fax notification with letter and diagrams indicating conflict or problem and sufficient measurements and details to evaluate problem.

1.03 RELATED SECTIONS

- A. Section 01 1000 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 01 5000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- C. Section 01 7000 - Execution Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products.
- D. Section 02 4100 - Demolition
- E. Section 31 2200 - Grading: Topsoil removal.
- F. Section 31 0050 - Dewatering and Drainage

1.04 REFERENCES

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.
- B. New York Guidelines for Urban Erosion and Sediment Control. Guidelines may be obtained at: USDA-Soil Conservation Service, James M. Hanley Federal Building, 100 S. Clinton Street, Room 771, Syracuse, NY 13260.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

1.06 PROJECT CONDITIONS

- A. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
- B. Protect existing trees, groups of trees, and other vegetation designated by the Engineer or shown on the drawings to remain in place against unnecessary cutting, breaking, or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line.

PART 2 PRODUCTS

2.01 MATERIALS

- A. As Specified in Section 01 5713 - Temporary Erosion and Sediment Control

PART 3 EXECUTION

3.01 EXISTING UTILITIES

- A. The Contractor shall be solely responsible for locating all underground utilities prior to the commencement of work. Locations of existing utilities on the site plan are not warranted to show all existing utilities under or above ground. Existing utilities indicated on the site plan are shown only for the convenience of the Owner's representatives. It shall be expressly understood that the Owner will not in any way be held responsible for conclusions or interpretations drawn therefrom by the Contractor. The Contractor shall therefore be held solely liable for any damage that occurs on or off site in this respect.
- B. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- C. Protect existing utilities to remain from damage.
- D. Do not disrupt public utilities without permit from authority having jurisdiction.
- E. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
- F. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.
- G. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary. Remove exposed piping, valves, meters, equipment supports, and foundations of disconnected and abandoned utilities.
- H. Prepare building demolition areas by disconnecting and capping utilities outside the demolition zone, identify and mark utilities to be subsequently reconnected, in same manner as other utilities to remain.

3.02 VEGETATION

- A. Install substantial, highly visible fences at least 3 feet high to prevent inadvertent damage to vegetation to remain:
 - 1. At vegetation removal limits.
- B. In areas where vegetation must be removed but no construction will occur other than pervious paving, remove vegetation with minimum disturbance of the subsoil.
- C. Vegetation Removed: Do not burn, bury, landfill, or leave on site, except as indicated.
 - 1. Chip, grind, crush, or shred vegetation for mulching, composing, or other purposes; preference should be given to on-site users.

2. Trees: Sell if marketable; if not, treat as specified for other vegetation removed; remove stumps and roots to depth of 18 inches.
 3. Sod: Re-use on site if possible; otherwise sell if marketable, and if not, treat as specified for other vegetation removed.
- D. Restoration: If vegetation outside removal limits or within specified protective fences is damaged or destroyed due to subsequent construction operations, replace at no cost to the Owner.
- E. Protection of Existing Trees and Vegetation: Protect existing trees, groups of trees, and other vegetation designated by the Engineer or shown on the drawings to remain in place against unnecessary cutting, breaking, or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line.

3.03 DEBRIS

- A. Remove debris, junk, and trash from site.

3.04 WASTE REMOVAL

- A. Remove from site all materials not to be reused on site; do not burn or bury.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION 31 1050

**SECTION 31 1500
SITE RESTORATION**

PART 1- GENERAL

1.01 SECTION INCLUDES

- A. DESCRIPTION: Furnish all labor, materials, and equipment necessary for the completion of all site restoration as shown on the Drawings and/or damaged or destroyed during the performance of work under this contract. This includes but is not limited to all surfaces, i.e., trees, lawns and culverts.
- B. The quality of materials and the performance of work used in the restoration shall produce a surface or feature equal to the condition before the work began.

1.02 RELATED WORK IN OTHER SECTIONS

- A. Site Preparation - Section 31 1050
- B. Grading - Section 31 2200
- C. Excavation - Section 31 2316
- D. Trenching for Site Utilities - Section 31 2316.13
- E. Fill and Backfill - Section 31 2323
- F. Bituminous Concrete Paving - Section 32 1216

PART 2- PRODUCTS

2.01 MATERIALS

- A. Lawn fertilizer: Commercial, containing by weight: 10% Nitrogen, 20% Phosphorus, 10% Potash.
- B. Lawn seed: As specified in Section 32 9219 - Seeding.
- C. Mulch: Stalks of oats, wheat, rye or other approved crops free from seed or noxious weeds.
- D. Topsoil - as specified in Section 31 2323 - Fill and Backfill.
- E. Pavement: As specified - Section 32 1216 - Bituminous Concrete Paving.
- F. Concrete: As Specified in Section 03 3050 - Site Concrete
- G. Crushed Stone: As specified - Section 31 2323 - Fill and Backfill.

PART 3- EXECUTION

3.01 LAWNS

- A. Scope: make all disturbed areas new lawn unless otherwise noted on Drawings.
- B. Season of year for seeding subject to approval by Engineer. Do not seed when high wind, drought, excessive moisture, ice, or other conditions are such that specified results are not likely to be obtained.
- C. Fine Grade:
 - 1. Disk or harrow 3" depth where topsoil has been spread and 6" depth where no grade change occurs.
 - 2. Remove all stones 1" diameter and larger, roots, rubbish, and all other foreign matter.
 - 3. Grade to exact well draining grades indicated.
- D. Fertilize: Evenly distribute at 25 lbs. per 1,000 square feet. Work lightly into top 3" of soil.
- E. Seed:
 - 1. Rake immediately before seeding until surface smooth, friable, and of uniform fine texture. Roll. Rake out undulations shown by roller.
 - 2. Uniformly spread seed per Section 32 9219 - Seeding.
- F. Mulch all seeded areas immediately after seeding. Hand or machine spread to form a continuous blanket of 1" uniform thickness, loose measurement. Anchorage to hold mulch in place may be employed at Contractor's option, subject to approval by Engineer.

- G. Protect all seeded areas, at Contractor's expense, with snow fences, wire farm fences, or similar structures. Remove upon final acceptance.
- H. Maintain Lawn:
 - 1. Begin immediately upon completion of seeding and mulching and continue for a minimum of thirty days or longer as required to establish uniform stand of specified grasses and until final acceptance.
 - 2. Water immediately after mulching to saturate the soil to 1/2" depth. Thereafter, water all seeded areas to 1" depth soil saturation no less than 2 times per week, and more often during periods of drought or high winds, until final acceptance.
 - 3. Maintain mulch daily, or more often as required. Contain mulch on site and clean up any areas where mulch is blown by wind.
 - 4. Repair all washouts and gullies. Re-rake, reseed and re-mulch as necessary.
 - 5. Mow all lawn areas to 2" height until acceptance. Grass shall not exceed 3" in height. A minimum of three mowings is required.
- I. Inspection and Final Acceptance of Lawns:
 - 1. Contractor shall request inspection by Engineer after establishment of uniformly germinated lawn and completion of maintenance.

3.02 PAVEMENT REPLACEMENT

- A. The temporary and final repaving of all street, driveways and similar surfaces where pavement has been removed, disturbed, settled or damaged by or as a result of performance of the Contract shall be repaired and replaced by the Contractor, by a new and similar pavement.
 - 1. The top surface shall conform with the grade of existing adjacent pavement and the entire replacement shall meet the current specifications of the local community for the particular types of pavement.
 - 2. Where the local community has no specification for the type of pavement, the work shall be done in conformity with the State Department of Transportation Standard which conforms the closest to the type of surfacing being replaced, as determined by the Engineer.

3.03 CONCRETE WALKS, CURBS AND GUTTER REPLACEMENT

- A. Concrete walks, curbs and gutters removed or damaged in connection with or as a result of the construction operations shall be replaced with new construction.
 - 1. The minimum replacement will be a flag or block of sidewalk and ten feet of curb or gutter.
- B. Walks, curbs and gutters shall be constructed of Class 3 air-entrained concrete, on a 6-inch base of compacted crushed stone. Class 3 concrete shall be used in sidewalks, depressed curbs or gutters where driveways are located.

3.04 STONE OR GRAVEL PAVEMENT

- A. All pavement and other areas surfaced with stone or gravel shall be replaced with material to match the existing surface unless otherwise specified.
 - 1. The depth of the stone or gravel shall be at least equal to the existing.
 - 2. After compaction the surface shall conform to the slope and grade of the area being replaced.

3.05 OTHER TYPES OF RESTORATION

- A. Trees, shrubs and landscape items damaged or destroyed as a result of the construction operations shall be replaced in like species and size.
 - 1. All planting and care thereof shall meet the standards of the American Association of Nurserymen.
- B. Water courses shall be reshaped to the original grade and cross-section and all debris removed. Where required to prevent erosion, the bottom and sides of the watercourse shall be protected.
- C. Culverts destroyed or removed as a result of the construction operations shall be replaced in like size and material and shall be replaced at the original location and grade. When there is

minor damage to a culvert and with the consent of the Engineer, a repair may be undertaken, if satisfactory results can be obtained.

3.06 MAINTENANCE

- A. The finished products of restoration shall be maintained in an acceptable condition for and during a period of one year following the date of Substantial Completion or other such date as set forth elsewhere in the Contract Documents.

END OF SECTION 31 1500

**SECTION 31 2200
GRADING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Removal and storage of topsoil.
- B. Rough grading the site for site structures and site restoration following sewer line installation.
- C. Finish grading for planting.

1.02 RELATED REQUIREMENTS

- A. Section 31 1000 - Site Clearing.
- B. Section 31 2316 - Excavation.
- C. Section 31 2316.13 - TRENCHING FOR SITE UTILITIES: Trenching and backfilling for utilities.
- D. Section 31 2316.26 - ROCK REMOVAL.
- E. Section 31 2323 - Fill and Backfill: Filling and compaction.

1.03 REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM)
 - 1. D698: Moisture-Density Relations of Soil and Soil Aggregate Mixtures Using 5.5-lb. (2.5kg) Rammer and 12" (305-mm) Drop.
- B. New York State Department of Transportation, "Standard Specifications for Construction and Materials", May 1, 2023 edition, and the latest amendments, hereinafter referred to as the Standard Specifications, form a part of these Specifications to the extent of the references thereof.
- C. New York State Department of Labor, "Occupational Safety and Health Administration Regulations," latest edition.
- D. Section 31 2316.26 - Rock Removal.
- E. Section 32 9219 - Seeding: Finish ground cover.

1.04 SUBMITTALS

- A. Project Record Documents: Accurately record actual locations of utilities remaining by horizontal dimensions, elevations or inverts, and slope gradients.

1.05 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and are completely familiar with the specified requirements and methods needed for proper performance of the work in this section.
- B. Use equipment in size, capacity, and number to accomplish the work of this Section in a timely manner.
- C. In addition to complying with requirements of governmental agencies having jurisdiction, comply with the directions of the Engineer.
- D. The Contractor shall be responsible for notifying Engineer forty-eight (48) hours in advance of construction so that periodic inspections can be scheduled as needed.

1.06 PROJECT CONDITIONS

- A. Protect above- and below-grade utilities that remain.
- B. Protect bench marks, survey control points, paving, and curbs from grading equipment and vehicular traffic.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Fill Materials: See Section 31 2323.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that survey bench mark and intended elevations for the Work are as indicated.
- B. Verify the absence of standing or ponding water.
- C. Site Information:
 - 1. Any data on indicated subsurface conditions are not intended as representatives or warranties of the continuity of such conditions. It is expressly understood that the owner will not be responsible for interpretations or conclusions drawn therefrom by the Contractor.
 - 2. Additional test borings and other exploratory operations may be made by the Contractor at no costs to the Owner.

3.02 PREPARATION

- A. Identify required lines, levels, contours, and datum.
- B. Stake and flag locations of known utilities.
- C. Locate, identify, and protect from damage above- and below-grade utilities to remain.
- D. Existing Utilities:
 - 1. Rules and regulations governing respective utilities shall be observed in executing all work in this section. Active utilities shall be adequately protected from damage and removed or relocated only as indicated or as specified. Inactive or abandoned utilities encountered in excavation and grading shall be removed, plugged or capped. Electrical and piping utilities shall be uncovered by hand tools until it is certain that they do not present a safety hazard. As-built Drawings shall reflect the location of such utilities. All damage to utilities shall be restored by the Contractor at no cost to the Owner. If any secondary damage to the public or private property shall occur as a result of damage, the Contractor must restore the damaged property to its undamaged condition at no cost to the Owner.
 - 2. Locate existing underground utilities in the areas of work before starting earthwork operations. If utilities are to remain in place, provide adequate means of protection during earthwork operations.
 - 3. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult the Engineer or utility owner immediately for directions as to procedure. Cooperate with the Engineer, and public and private utility companies in keeping their respective services and facilities in operation. Repair damaged utilities to the satisfaction of the utility owner.
 - 4. The Contractor shall dig test pits prior to the construction to determine actual locations of specific utilities required to be relocated.

3.03 MATERIAL STORAGE

- A. Stockpile excavated materials classified as satisfactory soil material where directed until required for backfill or placement. Place, grade, and shape stockpiles for proper drainage.
- B. Dispose of excess unsatisfactory soil materials, trash and debris, as specified.
- C. Notify utility company to remove and relocate utilities.
- D. Provide temporary means and methods to remove all standing or ponding water from areas prior to grading.
- E. Protect site features to remain, including but not limited to bench marks, survey control points, existing structures, fences, sidewalks, paving, and curbs, from damage by grading equipment and vehicular traffic.
- F. Protect trees to remain by providing substantial fencing around entire tree at the outer tips of its branches; no grading is to be performed inside this line.
- G. Protect plants, lawns, rock outcroppings, and other features to remain as a portion of final landscaping.

3.04 ROUGH GRADING

- A. Remove topsoil from entire site, without mixing with foreign materials.
- B. Do not remove topsoil when wet.
- C. Remove subsoil from areas to be further excavated, re-landscaped, or re-graded.
- D. Do not remove wet subsoil, unless it is subsequently processed to obtain optimum moisture content.
- E. When excavating through roots, perform work by hand and cut roots with sharp axe.
- F. See Section 31 2323 for filling procedures.
- G. Stability: Replace damaged or displaced subsoil to same requirements as for specified fill.
- H. Remove and replace soils deemed unsuitable by classification and which are excessively moist due to lack surface water control.

3.05 SOIL REMOVAL

- A. Remove excavated topsoil from site.
- B. Material in its undisturbed natural condition at or below the grades indicated on the drawings which in the opinion of the Engineer is deemed to be unsuitable material shall be removed to such depth as directed by the Engineer and shall be replaced with crushed stone or gravel base course material.
- C. Remove excavated subsoil from site.

3.06 FINISH GRADING

- A. Before Finish Grading:
 - 1. Verify building and trench backfilling have been inspected.
 - 2. Verify subgrade has been contoured and compacted.
- B. Remove debris, roots, branches, stones, in excess of 1/2 inch in size. Remove soil contaminated with petroleum products.
- C. Where topsoil is to be placed, scarify surface to depth of 3 inches.
- D. In areas where vehicles or equipment have compacted soil, scarify surface to depth of 3 inches.
- E. Place topsoil in areas where sodding and planting are indicated.
- F. Place topsoil where required to level finish grade.
- G. Place topsoil to the compacted thickness specified in the plans. In the absence of specification in the plans, topsoil shall be placed in the following compacted thicknesses:
 - 1. Areas to be Seeded with Grass: 6 inches.
 - 2. Shrub Beds: 18 inches.
- H. Place topsoil during dry weather.
- I. Remove roots, weeds, rocks, and foreign material while spreading.
- J. Near plants spread topsoil manually to prevent damage.
- K. Fine grade topsoil to eliminate uneven areas and low spots. Maintain profiles and contour of subgrade.
- L. Lightly compact placed topsoil.
- M. Maintain stability of topsoil during inclement weather. Replace topsoil in areas where surface water has eroded thickness below specifications.

3.07 TOLERANCES

- A. Top Surface of Subgrade: Plus or minus 1/10 foot from required elevation.
- B. Top Surface of Finish Grade: Plus or minus 1/2 inch.

3.08 REPAIR AND RESTORATION

- A. Existing Facilities, Utilities, and Site Features to Remain: If damaged due to this work, repair or replace to original condition.
- B. Trees to Remain: If damaged due to this work, trim broken branches and repair bark wounds; if root damage has occurred, obtain instructions from Engineer as to remedy.
- C. Other Existing Vegetation to Remain: If damaged due to this work, replace with vegetation of equivalent species and size.

3.09 CLEANING

- A. Remove unused stockpiled topsoil and subsoil. Grade stockpile area to prevent standing water.
- B. Leave site clean and raked, ready to receive landscaping.

END OF SECTION 31 2200

**SECTION 31 2316
EXCAVATION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Excavating for roads/parking, slabs-on-grade and utilities within the building.
- B. Trenching for utilities outside the building to utility main connections.

1.02 RELATED REQUIREMENTS

- A. Section 01 7000 - Execution and Closeout Requirements: General requirements for dewatering of excavations and water control.
- B. Section 02 4100 - Demolition: Shoring and underpinning.
- C. Section 31 2200 - Grading: Grading.
- D. Section 31 2323 - Fill and Backfill: Fill materials, filling, and compacting.
- E. Section 31 2316.26 - Rock Removal: Removal of rock during excavating.

1.03 REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM) D698: Moisture-Density Relations of Soil and Soil Aggregate Mixtures Using 5.5-lb. Rammer and 12-in. drop.
- B. New York State Department of Transportation, "Standard Specifications for Construction and Materials", May 1, 2023 edition, and the latest amendments, herein after referred to as the "Standard Specifications", form a part of these Specifications to the extent of the references thereof.
- C. New York State Department of Labor, "Occupational Safety and Health Administration Regulations", latest edition.

1.04 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and are completely familiar with the specified requirements and methods needed for proper performance of work in this Section.
- B. Use equipment in size, capacity, and number to accomplish the work of this Section in a timely manner.
- C. In addition to complying with requirements of governmental agencies having jurisdiction, comply with the directions of the Engineer.
- D. The Contractor shall be responsible for notifying the Engineer forty-eight (48) hours in advance of construction so that periodic inspections can be scheduled as needed.

1.05 PROJECT CONDITIONS

- A. Verify that survey bench mark and intended elevations for the Work are as indicated.
- B. Protect plants, lawns, rock outcroppings, and other features to remain.
- C. Protect bench marks, survey control points, paving, and curbs from excavating equipment and vehicular traffic.

PART 2 EXECUTION

2.01 EXAMINATION

- A. Verify that survey bench mark and intended elevations for the work are as indicated.

2.02 EXISTING CONDITIONS

- A. Site Information:
 - 1. Any data on indicated subsurface conditions are not intended as representations or warranties of the continuity of such conditions. It is expressly understood that the Owner will not be responsible for interpretations or conclusions drawn therefrom by the Contractor.

2. Additional test borings and other exploratory operations may be made by the Contractor at no costs to the Owner.
- B. Existing Utilities:
1. Rules and regulations governing respective utilities shall be observed in executing all work in this Section. Active utilities shall be adequately protected from damage and removed or relocated only as indicated or as specified. Inactive or abandoned utilities encountered in excavation and grading shall be removed, plugged or capped. Electrical and piping utilities shall be uncovered by hand tools until it is certain that they do not present a safety hazard. As-built Drawings shall reflect the location of such utilities. All damage to utilities shall be restored by the Contractor at no cost to the Owner. If any secondary damage to the public or private property shall occur as a result of damage, the Contractor must restore the damaged property to its undamaged condition at no cost to the Owner.
 2. Locate existing underground utilities in the areas of Work before starting excavation operations. If utilities are to remain in place, provide adequate means of protection during excavation operations.
 3. Should uncharted or incorrectly charted piping or other utilities be encountered during the excavation, consult the Engineer or utility owner immediately for directions as to proceed. Cooperate with the Engineer, and public and private utility companies in keeping their respective services and facilities in operation. Repair damaged utilities to the satisfaction of the utility owner.
 4. The Contractor shall dig test pits prior to the construction to determine actual locations of specific utilities required to be relocated.

2.03 PREPARATION

- A. Identify required lines, levels, contours, and datum locations.
- B. See Section 31 2200 for additional requirements.
- C. Locate, identify, and protect utilities that remain and protect from damage.
- D. Notify utility company to remove and relocate utilities.
- E. Protect bench marks, survey control points, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.
- F. Protect plants, lawns, rock outcroppings, and other features to remain.

2.04 EXCAVATING

A. GENERAL CRITERIA

1. Material in its undisturbed natural condition at or below the grades indicated on the drawings which in the opinion of the Engineer is deemed to be unsuitable material shall be removed to such depth as directed by the Engineer and shall be replaced with crushed stone or gravel base course material.
2. Excavation consists of the removal and disposal of materials encountered when establishing the required grade elevations.
 - a. Excavate all earth and all other materials encountered to the depths, forms, and sizes as shown on the drawings and as hereinafter specified. If any unsuitable material remains below these elevations proceed as specified below.
 - b. Unsuitable Material:
 - 1) Unsuitable material below specified subgrades under trenches, etc., shall be removed until suitable soil material, as previously defined, is encountered. Crushed Stone or gravel base course material as required, shall be placed and compacted as specified and/or as directed by the Engineer to bring the excavation to specified subgrades.
 - 2) Ledge shall be removed to 6" below subgrade or to the depth indicated on the drawings if different.

B. EXCAVATION CLASSIFICATION

1. Earth excavation consists of the removal and disposal of pavements and other obstructions visible on the ground surface, underground structures, utilities indicated to be

- demolished and removed, material of any classification indicated in data on subsurface conditions, and all other materials encountered that are not classified as rock excavation or unauthorized excavation.
2. Rock and boulder excavation consists of the removal and disposal of materials encountered that cannot be excavated without continuous and systematic drilling and blasting, or continuous use of a ripper or other special equipment, except such materials that are classified as earth excavation.
 - a. Materials classified as rock and boulder are 2 cu. yds. or more in volume, solid rock, and rock-hard aggregate deposits that cannot be broken or moved with a 2 cubic yard backhoe.
 - b. Old foundation walls, concrete slabs, equipment footings and other manmade obstructions are not to be considered as rock or boulder.
 3. Unauthorized excavation consists of removal of materials beyond indicated depth or elevations without the specific direction of the Engineer. Replace unauthorized excavation by backfilling and compacting as specified for authorized excavations of the same classification. No additional compensation will be made to the Contractor for backfill material used to replace the material removed by the unauthorized excavation.
 4. Excavation Below Grade:
 - a. If the Contractor does not dewater properly or otherwise neglects to conduct the excavation work properly so that the surface of the subgrade is in proper condition when he is ready for construction, the Contractor shall remove the unsuitable material and replace it with crushed stone at his own expense so that the condition of the subgrade meets with the specified requirements before any work is placed thereon.
 - b. In areas, where the material, in its undisturbed natural condition, at the grade of the excavation as indicated on the Drawings is unsuitable for structure and trench bottom; or pavement subgrade; it shall be removed to such depth and width as he may direct and be replaced with crushed stone or gravel as directed by the Engineer.
- C. Underpin adjacent structures that could be damaged by excavating work.
 - D. Excavate to accommodate new structures and construction operations.
 - E. Notify Engineer of unexpected subsurface conditions and discontinue affected Work in area until notified to resume work.
 - F. Slope banks of excavations deeper than 4 feet to angle of repose or less until shored.
 - G. Cut utility trenches wide enough to allow inspection of installed utilities.
 - H. Hand trim excavations. Remove loose matter.
 - I. Remove lumped subsoil, boulders, and rock up to 1/3 cu yd measured by volume. See Section 31 2316.26 for removal of larger material.
 - J. Correct areas that are over-excavated and load-bearing surfaces that are disturbed; see Section 31 2323.
 - K. Grade top perimeter of excavation to prevent surface water from draining into excavation.
 - L. Remove excavated material that is unsuitable for re-use from site.
 - M. Stockpile excavated material to be re-used in area designated on site in accordance with Section 31 2200.
 - N. Remove excess excavated material from site.
 - O. SHEETING AND BRACING
 1. The Contractor shall furnish, place, remove or leave in place all sheeting and bracing required to support the sides of all trenches or other excavations for this project.
 2. The Contractor shall be solely responsible for the safety of the workmen and the adjacent facilities from danger of caving and sliding and all work is to be done shall be in strict accordance with the Department of Labor, Occupational Safety and Health Administration regulations and suggested practices for construction excavations and/or other applicable codes and regulations. Special precautions shall be taken to guard against any damage to or settlement of pavements, building, walls, pipes, ducts or other structures and

facilities which are adjacent to the work.

3. The cost of providing and removing, or leaving in place, sheeting, shoring and bracing shall be included in the cost of the various items of work under this contract and no additional compensation will be allowed therefore. Any sheeting which the Contractor chooses to leave in place shall be cut off at least two (2) feet below the finished grade.
4. Remove sheeting and shoring, etc., as backfilling operations progress, taking all necessary precautions to prevent collapse of excavation sides, all at no additional cost to the Owner.

P. EXCAVATION FOR TRENCHES AND SUBSURFACE STRUCTURES

1. Excavate to the cross-sections and grades as shown and deposit excavated materials to prevent cave-ins or material falling or sliding back into the excavation.
2. All trenches and excavations: To conform to the OSHA standards of protection of employees in excavations (29 CFR 1926.652.)
3. Includes all earth, rock and miscellaneous material encountered.
4. Excavate to exact depth and grade, with bottom tamped hard.
5. Excavate bell holes by hand.
6. Report wet or unstable trench bottom to Engineer. Should Engineer deem unsuitable, excavate to depth directed and backfill with approved bedding material to trench bottom or as otherwise directed.
7. Banks and sides: Angle of recline or sheeting, shoring, and bracing as required for safety and conforming to all applicable laws, rules, regulations and codes. Remove as backfill is placed unless otherwise directed by Engineer.
8. Protection: Provide lights and barricades to properly protect persons and property. Assume full responsibility for all accidents during the course of work.

2.05 PROTECTION

- A. Prevent displacement of banks and keep loose soil from falling into excavation; maintain soil stability.
- B. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.

END OF SECTION 31 2316

**SECTION 31 2316.13
TRENCHING FOR SITE UTILITIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Backfilling and compacting for utilities outside the building to utility main connections.

1.02 RELATED REQUIREMENTS

- A. Section 31 2200 - Grading: Site grading.
- B. Section 31 2316 - Excavation: Building and foundation excavating.
- C. Section 31 2316.26 - ROCK REMOVAL: Removal of rock during excavating.
- D. Section 31 2323 - FILL AND BACKFILL: Backfilling at building and foundations.

1.03 REFERENCES

- A. AASHTO T 180 - Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18 in.) Drop 2021, with Errata (2022).
- B. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)) 2012 (Reapproved 2021).
- C. ASTM D1556/D1556M - Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method 2015, with Editorial Revision (2016).
- D. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)) 2012 (Reapproved 2021).
- E. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method 2015.
- F. ASTM D 2922 - Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth); 2005.
- G. ASTM D 3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth); 2005.

1.04 DEFINITIONS

- A. Finish Grade Elevations: Indicated on drawings.
- B. Subgrade Elevations: Indicated on drawings.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Materials Sources: Submit name of imported materials source.
- C. Fill Composition Test Reports: Results of laboratory tests on proposed and actual materials used.
- D. Compaction Density Test Reports.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. When necessary, store materials on site in advance of need.
- B. When fill materials need to be stored on site, locate stockpiles where designated.
 - 1. Separate differing materials with dividers or stockpile separately to prevent intermixing.
 - 2. Prevent contamination.
 - 3. Protect stockpiles from erosion and deterioration of materials.
- C. Verify that survey bench marks and intended elevations for the Work are as indicated.
- D. Protect plants, lawns, rock outcroppings, and other features to remain.
- E. Protect bench marks, survey control points, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

PART 2 EXECUTION

2.01 EXAMINATION

- A. Verify that survey bench marks and intended elevations for the work are as indicated.

2.02 TRENCHING

- A. Notify Engineer of unexpected subsurface conditions and discontinue affected Work in area until notified to resume work.
- B. Slope banks of excavations deeper than 4 feet to angle of repose or less until shored.
- C. Cut trenches wide enough to allow inspection of installed utilities.
- D. Hand trim excavations. Remove loose matter.
- E. Remove large stones and other hard matter that could damage piping or impede consistent backfilling or compaction.
- F. Remove lumped subsoil, boulders, and rock up to 1/3 cu yd measured by volume. See Section 31 2316.26 for removal of larger material.
- G. Remove excavated material that is unsuitable for re-use from site.
- H. Stockpile excavated material to be re-used in area designated on site in accordance with Section 31 2200.
- I. Remove excess excavated material from site.
- J. Provide temporary means and methods, as required, to remove all water from trenching until directed by the Engineer. Remove and replace soils deemed unsuitable by classification and which are excessively moist due to lack of dewatering or surface water control.
- K. Determine the prevailing groundwater level prior to trenching. If the proposed trench extends less than 1 foot into the prevailing groundwater, control groundwater intrusion with perimeter drains routed to sump pumps, or as directed by the Engineer.

2.03 PREPARATION FOR UTILITY PLACEMENT

- A. Cut out soft areas of subgrade not capable of compaction in place. Backfill per drawing details.
- B. Compact subgrade to density equal to or greater than requirements for subsequent fill material.
- C. Until ready to backfill, maintain excavations and prevent loose soil from falling into excavation.

2.04 BACKFILLING

- A. Backfill to contours and elevations indicated using unfrozen materials.
- B. Employ a placement method that does not disturb or damage other work.
- C. Systematically fill to allow maximum time for natural settlement. Do not fill over porous, wet, frozen or spongy subgrade surfaces.
- D. Maintain optimum moisture content of fill materials to attain required compaction density.
- E. Granular Fill: Place and compact materials in equal continuous layers not exceeding 6 inches compacted depth.
- F. Soil Fill: Place and compact material in equal continuous layers not exceeding 6 inches compacted depth.
- G. Correct areas that are over-excavated.
- H. Compaction Density: See Section 31 2323 - Fill and Backfill,
- I. Reshape and re-compact fills subjected to vehicular traffic.

2.05 FIELD QUALITY CONTROL

- A. See Section 31 2323 - Fill and Backfill, for specific requirements for field inspection and testing.
- B. If tests indicate work does not meet specified requirements, remove work, replace and retest.
- C. Frequency of Tests: At discretion of Engineer and as described in Section 31 2323.

2.06 CLEANING

- A. Leave unused materials in a neat, compact stockpile.
- B. Remove unused stockpiled materials, leave area in a clean and neat condition. Grade stockpile area to prevent standing surface water.
- C. Leave borrow areas in a clean and neat condition. Grade to prevent standing surface water.

END OF SECTION 31 2316.13

**SECTION 31 2316.26
ROCK REMOVAL**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Removal of identified rock during excavation.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary
- B. Section 31 2323 - FILL AND BACKFILL: Fill materials.
- C. Section 31 1050 - Site Preparation
- D. Section 31 2200 - Grading
- E. Section 31 1500 - Site Restoration

1.03 REFERENCES

- A. NFPA 495 - Explosive Materials Code; National Fire Protection Association; 2006.

1.04 DEFINITION

- A. Removal of subsurface rock larger than two (2) cubic yard in volume, encountered during excavation, utilizing trenching and/or mechanical methods.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate the proposed method of blasting, delay pattern, explosive types, type of blasting mat or cover, and intended rock removal method.
- C. Provide seismic survey firm and explosive firm qualifications.
- D. Provide copies of required permits.

1.06 EXAMINATION

- A. Verify site conditions and location of nearby buildings, structures and other facilities, recording irregularities which exist prior to work of this Section.
- B. Verify locations of nearby underground utilities and structures.
- C. Establish quantity of rock to be removed to meet project requirements.
- D. Determine the proposed method of Rock Removal.

1.07 QUALITY ASSURANCE

- A. Seismic Survey Firm: Company specializing in seismic surveys with five years documented experience.
- B. Explosives Firm: Company specializing in explosives for disintegration of rock, with five years documented experience.

1.08 REGULATORY REQUIREMENTS

- A. Conform to applicable code for explosive disintegration of rock and to NFPA 495 for handling explosive materials.
- B. Obtain permits from authorities having jurisdiction before explosives are brought to site or drilling is started.

1.09 PROJECT CONDITIONS

- A. Conduct survey and document conditions of buildings near locations of rock removal, prior to blasting , and photograph existing conditions identifying existing irregularities.
- B. Advise Owner of adjacent buildings or structures in writing, prior to executing seismographic survey. Explain planned blasting and seismic operations.

- C. Obtain a seismic survey prior to rock excavation to determine maximum charges that can be used at different locations in area of excavation without damaging adjacent properties or other work.
- D. Schedule Work to avoid working hours of occupied buildings nearby.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Explosives: Type recommended by explosive firm following seismic survey and required by authorities having jurisdiction.
- B. Delay Device: Type recommended by explosives firm.
- C. Blast Mat Materials: Type recommended by explosives firm.
- D. Mechanical Disintegration Compound: Grout mix of materials that expand on curing.

PART 3 EXECUTION

3.01 ROCK REMOVAL - HAMMERING METHOD

- A. The Contractor will be required to conduct a pre-removal survey of all houses and structures within 200-feet of areas where hammering will occur.
 - 1. The survey shall consist minimally of an interior and exterior inspection of all structures, noting all masonry cracks, flaws, wet or damp areas, broken glass and any other visual defects encountered, with a written report submitted to the Engineer. Dated pictures, either still or video are encouraged, particularly to document pre-existing conditions.
 - 2. The Contractor shall advise the owner of adjacent buildings or structures in writing of planned hammering operations.
 - 3. Allow sufficient time for Owners to implement their own protective measures.
- B. All existing pipes or structures exposed during excavation shall be adequately protected from damage before proceeding with the hammering.
- C. Any injury to any persons or damage to the work, property, or existing pipes or structures shall be repaired or rebuilt by the Contractor at his expense.
- D. Disintegrate rock and remove from excavation.
- E. Remove excavated material greater than 8-inches from site.
- F. Correct unauthorized rock removal or overbreak.

3.02 ROCK REMOVAL - MECHANICAL METHOD

- A. Excavate and remove rock by mechanical method (drilling holes and utilizing expansion tools to fracture rock) at locations required by the Contract Documents and when trimming bottom or sides of excavation is necessary to meet project requirements.
- B. Cut away rock at bottom of excavation to form level bearing surface for foundations of buildings and structures.
- C. Remove shaled layers to provide sound and unshattered base for foundations.
- D. Remove excavated materials from site.
- E. Correct unauthorized rock removal.

3.03 ROCK REMOVAL - TRENCHING METHOD

- A. The contractor will be required to conduct a pre-trenching survey of all houses and structures within 200-feet of areas where trenching will occur.
 - 1. The survey shall consist minimally of an interior and exterior inspection of all structures, noting all masonry cracks, flaws, wet or damp areas, broken glass and any other visual defects encountered, with a written report submitted to the Engineer. Dated pictures, either still or video are encouraged, particularly to document pre-existing conditions. The Contractor will also be required to retain the services of a New York State licensed testing laboratory to monitor seismic activity, utilizing the most current seismographic methods. Results shall be provided to the Engineer.

2. The Contractor shall advise the owner of adjacent buildings or structures in writing of planned operations.
 3. Allow sufficient time for Owners to implement their own protective measures.
- B. All existing pipes or structures exposed during excavation shall be adequately protected from damage before proceeding with the trenching.
 - C. Any injury to any persons or damage to the work, property, or existing pipes or structures shall be repaired or rebuilt by the Contractor at his expense.
 - D. Stockpile spoils for reuse.
 - E. Remove excess material from site.
 - F. Correct unauthorized rock removal.
 - G. Remove excavated materials greater than 6-inches from site.

3.04 ROCK REMOVAL - BLASTING METHOD

- A. The Blasting method of rock removal shall not be permitted for this project.

END OF SECTION 31 2316.26

**SECTION 31 2323
FILL AND BACKFILL**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Filling, backfilling, and compacting for slabs-on-grade, paving, and utilities within the building.
- B. Backfilling and compacting for utilities outside the building to utility main connections.
- C. Filling holes, pits, and excavations generated as a result of removal (demolition) operations.

1.02 RELATED REQUIREMENTS

- A. Section 31 2200 - Grading: Removal and handling of soil to be re-used.
- B. Section 31 2316 - Excavation: Removal and handling of soil to be re-used.
- C. Section 31 2316.13 - Trenching: Excavating for utility trenches outside the building to utility main connections.
- D. Section 31 2316.26 - ROCK REMOVAL: Removal of rock during excavating.

1.03 REFERENCE STANDARDS

- A. AASHTO T 180 - Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18 in.) Drop 2021, with Errata (2022).
- B. ASTM C136/C136M - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates 2019.
- C. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)) 2012 (Reapproved 2021).
- D. ASTM D1556/D1556M - Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method 2015, with Editorial Revision (2016).
- E. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)) 2012 (Reapproved 2021).
- F. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method 2015.
- G. ASTM D2487 - Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System) 2017, with Editorial Revision (2020).
- H. ASTM D 2922 - Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth); 2005.
- I. ASTM D 3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth); 2005.
- J. ASTM D4318 - Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils 2017, with Editorial Revision (2018).
- K. New York State Department of Transportation, "Standard Specifications for Construction and Materials", May 1, 2023 Edition, and the latest amendments, herein after referred to as the "Standard Specifications", form a part of these Specifications to the extent of the references thereof.

1.04 DEFINITIONS

- A. Finish Grade Elevations: Indicated on drawings.
- B. Subgrade Elevations: 4 inches below finish grade elevations indicated on drawings, unless otherwise indicated.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Fill Composition Test Reports: Results of laboratory tests on proposed and actual materials used, including manufactured fill.

- C. For all materials other than General Fill, submit a report containing the following information prior to using the material:
 - 1. Source of Material
 - 2. Relevant NYSDOT Item Numbers (if applicable)
 - 3. Composition of material
 - 4. Sieve Analysis of Material (Performed within last 4 months)
- D. For Controlled Low Strength Material - Submit a project specific mix design and test reports from previous mix designs demonstrating compliance with the specifications

1.06 DELIVERY, STORAGE, AND HANDLING

- A. When necessary, store materials on site in advance of need.
- B. When fill materials need to be stored on site, locate stockpiles where designated.
 - 1. Separate differing materials with dividers or stockpile separately to prevent intermixing.
 - 2. Prevent contamination.
 - 3. Protect stockpiles from erosion and deterioration of materials.
- C. Verify that survey bench marks and intended elevations for the Work are as indicated.

PART 2 PRODUCTS

2.01 FILL MATERIALS

- A. General Fill: Subsoil excavated on-site.
 - 1. Conforming to NYS DOT Material Standard 733-08 Embankment in Place
 - 2. Graded.
 - 3. Free of lumps larger than 3 inches, rocks larger than 2 inches, and debris.
 - 4. Conforming to ASTM D2487 Group Symbol CL.
- B. Crushed Stone - Size #1
 - 1. Crushed Stone for use as Pipe Bedding, Drainage Stone, structure base material, as otherwise indicated in the drawings, or ordered by the Engineer.
 - 2. Material shall conform to the requirements of NYS DOT Material Standard 703-02 for Crushed Bedrock (Material Designation 703-0201) or Crushed Gravel (Material Designation 703-0202) and size designations in Table 703-4 for Size 1 Crushed Stone
- C. Crushed Stone - Size #2
 - 1. Crushed Stone for use as Pipe Bedding, Drainage Stone, structure base material, as otherwise indicated in the drawings, or ordered by the Engineer.
 - 2. Material shall conform to the requirements of NYS DOT Material Standard 703-02 for Crushed Bedrock (Material Designation 703-0201) or Crushed Gravel (Material Designation 703-0202) and size designations in Table 703-4 for Size 2 Crushed Stone
- D. Crushed Stone - Size #4
 - 1. Crushed Stone as ordered by the Engineer to support an unstable area and shown on the Drawings to be placed under the pipe bedding material,
 - 2. Material shall conform to the requirements of NYS DOT Material Standard 703-02 for Crushed Bedrock (Material Designation 703-0201) or Crushed Gravel (Material Designation 703-0202) and size designations in Table 703-4 for Size 4 Crushed Stone
- E. Structural Fill / Subbase Stone - 1" Run of Crusher Stone: Imported borrow.
 - 1. Material shall conform to the requirements of NYS DOT Material Standard 733-04 for "Subbase Course" and size designations in NYS DOT Table 733-04A for Type 1 Subbase
 - 2. NYSDOT Item 304.11 may be used for this run of crusher stone.
 - 3. Gradation requirements for this run of crusher stone shall conform to the following:
 - a. 3 inch sieve: 100 percent passing
 - b. 2 inch sieve: 90 to 100 percent passing.
 - c. 1/4 inch sieve: 30 to 65 percent passing.
 - d. No. 40 sieve: 5 to 40 percent passing.
 - e. No. 200 sieve: 0 to 10 percent passing.

- F. Structural Fill / Subbase Stone - 1-1/2" Run of Crusher Stone: Imported borrow.
 - 1. Material shall conform to the requirements of NYS DOT Material Standard 733-04 for "Subbase Course" and size designations in NYS DOT Table 733-04A for Type 2 Subbase
 - 2. NYSDOT Item 304.12 may be used for this run of crusher stone.
 - 3. Gradation requirements for this run of crusher stone shall conform to the following:
 - a. 2 inch sieve: 100 percent passing.
 - b. 1/4 inch sieve: 25 to 60 percent passing.
 - c. No. 40 sieve: 5 to 40 percent passing.
 - d. No. 200 sieve: 0 to 10 percent passing.
- G. Structural Fill / Subbase Stone - 4" Run of Crusher Stone: Imported borrow.
 - 1. Material shall conform to the requirements of NYS DOT Material Standard 733-04 for "Subbase Course" and size designations in NYS DOT Table 733-04A for Type 3 Subbase
 - 2. NYSDOT Item 304.13 may be used for this run of crusher stone.
 - 3. Gradation requirements for this run of crusher stone shall conform to the following:
 - a. 4" inch sieve: 100 percent passing.
 - b. 1/4 inch sieve: 30 to 75 percent passing.
 - c. No. 40 sieve: 5 to 40 percent passing.
 - d. No. 200 sieve: 0 to 10 percent passing.
- H. Controlled Low Strength Material (Flowable Fill)
 - 1. Controlled Low Strength Material as indicated on the drawings or ordered by the Engineer
 - 2. Material shall conform to the requirements of NYS DOT Material Standard 733-01 for "Controlled Low Strength Material"
 - 3. NYSDOT Item 204.01 may be used for this product.
- I. Underdrain Filter Stone: NYSDOT Underdrain Filter Type I
 - 1. Material shall conform to the requirements of NYS DOT Material Standard 733-20 for "Underdrain Filter" and size designations in NYS DOT Table 733-20A for Type 1 Underdrain Filter
 - 2. NYSDOT Item 605.0901 may be used for this run of underdrain filter
- J. Washed Coarse Sand: Fine aggregate is to be clean, sharp, uncoated grains of natural sand, free from loam, clay, organic impurities, or frozen material, in compliance with ASTM C33. After approval, no change is to be made in the source of supply without written approval of the Engineer.
 - 1. Gradation requirements for Washed Coarse Sand shall conform to the following:
 - a. 1/2 inch sieve: 100 percent passing.
 - b. 1/4 inch sieve: 90 to 100 percent passing.
 - c. No. 200 sieve: 0 to 5 percent passing.
- K. Topsoil: Remove all subsoil, clay lumps, stones 1" in greatest dimension or larger, weeds, stumps and roots from stripping, or furnish from approved off-site sources at Contractor's expense.
 - 1. Natural, fertile characteristic of productive soils in vicinity. Uniform in composition and texture. Clean, free from subsoil, clay lumps, stones, weeds, stumps, roots, toxic substances, and debris or similar substances 1" or more in greatest dimension.
 - 2. pH 5.5 to 7.5; 6% minimum organic content. 20% to 80% passing No. 200 sieve.
 - 3. Schedule removal of topsoil from each area to minimize erosion of subsoil. Remove only these areas of topsoil needed to coordinate with the construction schedule as approved by Engineer.

2.02 SOURCE QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements, for general requirements for testing and analysis of soil material.
- B. Where fill materials are specified by reference to a specific standard, test and analyze samples for compliance before delivery to site.
- C. If tests indicate materials do not meet specified requirements, change material and retest.

- D. Provide materials of each type from same source throughout the Work.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Identify required lines, levels, contours, and datum locations.
- B. See Section 31 2200 for additional requirements.
- C. Verify subdrainage, dampproofing, or waterproofing installation has been inspected.
- D. Verify structural ability of unsupported walls to support imposed loads by the fill.
- E. Verify underground tanks are anchored to their own foundations to avoid flotation after backfilling.

3.02 PREPARATION

- A. Scarify and proof roll subgrade surface to a depth of 6 inches to identify soft spots.
- B. Cut out soft areas of subgrade not capable of compaction in place. Backfill with general fill.
- C. Compact subgrade to density equal to or greater than requirements for subsequent fill material.
- D. Until ready to fill, maintain excavations and prevent loose soil from falling into excavation.

3.03 FILLING

- A. GENERAL:
 - 1. For each classification listed below, place acceptable soil material in layers to required subgrade elevations. Each layer shall be proof rolled under the supervision of the site inspector and/or geotechnical engineer accepted by the Engineer of Record.
 - 2. In excavations: Use satisfactory excavated or borrow material as determined by the Engineer.
 - 3. Under asphalt pavements: Use subbase materials.
- B. Backfill excavations as promptly as progress of work permits, but not until completion of the following:
 - 1. Acceptance of construction below finish grade, including, where applicable, damp proofing or waterproofing.
 - 2. Inspecting, testing, approving, and recording locations of underground utilities.
 - 3. Removing concrete framework.
 - 4. Removing shoring and bracing, and backfilling of voids with satisfactory materials.
 - 5. Removing trash and debris.
- C. Placement and Compaction
 - 1. Place backfill material in layers not more than 6" in loose depth under and around structures, 8" in loose depth in paved areas and 24" in loose depth in unpaved areas.
 - 2. Before compacting, moisten or aerate each layer as necessary to provide the optimum moisture content.
 - 3. Compact each layer to required percentage of maximum density for the area.
 - 4. Do not place backfill material on surfaces that are muddy, frozen or contain frost or ice.
 - 5. Place backfill materials evenly adjacent to structures, to required elevations.
 - 6. Take care to prevent wedging action of backfill against structures by carrying the material uniformly around the structure to approximately the same elevation in each lift.

3.04 COMPACTION

- A. Backfilling shall not be started until conditions have been inspected and approved by Engineer.
- B. All unstable materials including wood, trash, refuse, and other debris shall be removed from spaces to be filled.
- C. Provide not less than the following percentages of maximum dry density of soil material compacted at optimum moisture content, for the actual density of each layer of soil material-in-place:

1. Each layer of backfill material shall be compacted to a density of not less than 98% maximum dry density under and around structures, 95% maximum dry density in paved areas and 90% maximum dry density in unpaved areas. Maximum dry density shall be as determined by ASTM-D1557 Modified Proctor - latest edition.

3.05 MOISTURE CONTROL

- A. Where the subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to the surface of subgrade, or layer of soil material, to prevent free water appearing on the surface during or subsequent to compaction operations.
- B. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified maximum dry density.
- C. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by harrowing until the moisture content is reduced to a satisfactory value, as determined by moisture-density relation tests.

3.06 FIELD QUALITY CONTROL

- A. A testing agency satisfactory to the Engineer shall inspect and test subgrade and fill layer densities before further construction work is performed thereon. The Contractor will pay for the testing services on field density tests. The following criteria will be used to determine the number of field density tests:
 1. In each compacted fill layer, not exceeding 24-inch vertical intervals, one field density test for every 500 square feet of overlying area, but in no case less than 3 tests will be conducted.
 2. In pipe trenches, one field density test for every 50-feet of pipeline installed and/or two tests at all open-cut road crossings, at maximum 24-inch vertical intervals.
 3. At paved areas, at least one field density test for every 500 square feet of paved area, but not less than 3 tests, at maximum 24-inch vertical intervals. Each lift shall be proof rolled under the supervision of the site inspector and/or geotechnical engineer accepted by the Engineer of Record.
 4. At abutments, one field density test at each abutment.
- B. When initial tests indicate non-compliance with the specification, subsequent retesting occasioned by the non-compliance shall be performed at the Contractor's expense.
 1. The results of the density tests of soil-in-place will be considered satisfactory if the average of any 4 consecutive density tests which may be selected are in each instance equal to or greater than the specified density, and if not more than one density test out of 5 has a value of more than 2% below the required density.

3.07 CLEANING

- A. Leave unused materials in a neat, compact stockpile.
- B. Remove unused stockpiled materials, leave area in a clean and neat condition. Grade stockpile area to prevent standing surface water.
- C. Leave borrow areas in a clean and neat condition. Grade to prevent standing surface water.

END OF SECTION 31 2323

**SECTION 32 0190
OPERATION AND MAINTENANCE OF PLANTING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Maintain plants in manner that promotes health, growth, color and appearance, to quality levels specified; replace dead, dying, and damaged plants at no extra cost to Owner.
 - 1. It is Contractor's responsibility to determine type and quantity of soil amendments and fertilizer required.
- B. Maintain newly planted landscape plants, including trees, shrubs, hedges, ground cover, perennials, flowering bulbs, and annuals.
- C. Clean up landscaped areas.
- D. Maintenance Period: The time frame covered by these requirements is 90 days:
 - 1. Start Date: The date upon which the new plantings are accepted as complete by Engineer.

1.02 RELATED REQUIREMENTS

- A. Section 01 5713 - Temporary Erosion and Sediment Control.
- B. Section 31 2200 - Grading.
- C. Section 32 9219 - Seeding.
- D. Section 32 9300 - Plants.

1.03 REFERENCE STANDARDS

- A. ANSI A300 Part 1 - American National Standard for Tree Care Operations - Tree, Shrub, and Other Woody Plant Management - Standard Practices (Pruning) 2017.
- B. ANSI Z133.1 - American National Standard for Arboricultural Operations - Safety Requirements 2017.
- C. ASTM D4972 - Standard Test Methods for pH of Soils 2019.

1.04 PROPOSAL SUBMITTALS

- A. Submit complete maintenance plan, showing:
 - 1. Fertilizer type, quantity, and schedule of application.
 - 2. Soil amendment type, quantity, and schedule of application.
 - 3. Personnel assigned, including supervisor.
 - 4. Inspection procedures, diagnostics, and remedies.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Soil Tests and Analysis: Submit report showing number of samples, test results, and recommendations for soil amendments and fertilizer.
- C. Product Data: Manufacturer's data sheets on each fertilizer, herbicide, pesticide, and other chemical material to be used, showing trade name, chemical composition, mixing instructions, recommended application rate, storage and handling instructions, and application instructions.
- D. Installer Qualifications: As specified.

1.06 QUALITY ASSURANCE

- A. Installer Qualifications:
 - 1. Maintenance Contractor: The contractual entity that performed the planting installation.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver U.S. EPA-controlled materials to site in original containers with legible labels indicating registration number and registered uses.

- B. Deliver fertilizer and manufactured soil amendments to site in original containers bearing manufacturer's chemical analysis, name, trade name or trademark, and indication of compliance with applicable state and Federal laws and regulations ; alternatively, bulk delivery with equivalent certificate is acceptable.
- C. Store fertilizer, soil amendments, and mulch in dry locations away from contaminants.
- D. Do not store pesticides, herbicides, or other chemical treatment materials in locations where they could damage seeds or plants.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 EXAMINATION

- A. If soil analysis has not already been performed, take sufficient samples to obtain a comprehensive analysis; perform analysis in accordance with ASTM D 4972.

3.02 LANDSCAPE MAINTENANCE - GENERAL

- A. Protect existing vegetation, pavements, and facilities from damage due to maintenance activities; restore damaged items to original condition or replace, at no extra cost to Owner.
- B. General Cleanup: Remove debris from all landscape areas at least once a week and from turf areas before each mowing.
 - 1. Debris consists of trash, rubbish, dropped leaves, downed branches and limbs of all sizes, dead vegetation, rocks, and other material not belonging in landscaped areas.
 - 2. Remove debris from site and dispose of properly.
- C. Watering, Soil Erosion, and Sedimentation Control: Comply with Federal, state, local, and other regulations in force; prevent over-watering, run-off, erosion, puddling, and ponding.
 - 1. Repair temporary erosion control mechanisms provided by others.
 - 2. Repair eroded areas and replant, when caused by inadequate maintenance.
 - 3. Prevent sediment from entering storm drains.
- D. Trees: Exercise care to avoid girdling trees; provide protective collars if necessary; remove protective collars at end of maintenance period.
- E. Fertilizing: Apply fertilizer only when necessary.
- F. Drainage Channels: Remove obstructions in gutters, catch basins, storm drain inlets, yard drains, swales, ditches, and overflows.
 - 1. Remove grates from catch basins to clean.
 - 2. Prevent encroachment of other vegetation on turfed surface drainage channels.
- G. Health Maintenance: Inspect all plants regularly for health:
 - 1. Eradicate diseases and damaging pests, regardless of severity or speed of effect.
 - 2. Treat accidental injuries and abrasions.
 - 3. If a plant is unhealthy but not yet dead, according to specified definitions, determine reason(s) and take remedial action immediately.
 - 4. Remove dead plants immediately upon determining that they are dead.
- H. Pesticide and Herbicide Application: Comply with manufacturer's instructions and recommendations and applicable regulations.
 - 1. Obtain Owner's approval prior to each application.
 - 2. Apply in manner to prevent injury to personnel and damage to property due to either direct spray or drifting, both on and off Owner's property.
 - 3. Use backflow preventers on hose bibbs used for mixing water; prevent spills.
 - 4. Inspect equipment daily before application; repair leaks, clogs, wear, and damage.
 - 5. Do not dispose of excess mixed material, unmixed material, containers, residue, rinse water, or contaminated articles on site; dispose of off site in legal manner.
 - 6. Rinse water may be used as mix water for next batch of same formulation.
 - 7. Contractor is responsible for all recordkeeping, submissions, and reports required by laws and regulations.

- I. Replanting: Perform replacement and replanting immediately upon removal of dead plant.

3.03 IRRIGATION

- A. Irrigation: Do not allow plants to wilt; apply water as required to supplement rainfall; do not waste water; do not water plants or areas not needing water; do not water during rainfall; shut off water flow when finished; repair leaks.
 - 1. Provide backflow preventers on hose bibbs used for irrigation hoses.

3.04 PLANTING BED MAINTENANCE

- A. Planting beds include all planted areas except turf.
- B. Begin maintenance immediately after plants have been installed; inspect at least once a week and perform needed maintenance promptly.
- C. Keep planting beds free of pests; remove weeds and grass by hand before reaching 1 inch height.
- D. Do not allow climbing, twining, or creeping plants to encroach into other species.
- E. Replace mulch as required and remove debris.

3.05 TREE AND SHRUB MAINTENANCE

- A. Trees will be considered dead when main leader has died back or when 25 percent or more of crown has died ; except as otherwise indicated for palm trees.
- B. Shrubs will be considered dead when 25 percent or more of plant has died.
- C. Inspect woody plants for health by scraping up to 1/16 inch square area of bark; no green cambium layer below bark shall be evidence of death.
- D. Adjust stakes, guys and turnbuckles, ties, and trunk wrap as required to promote growth and avoid girdling.
- E. Pruning: Unless otherwise indicated, prune only to maintain balanced natural shape; follow recommendations of ANSI A300 and ANSI Z133.1 and best local practices for species involved.
- F. Shrubs: Prune at least once during maintenance period at best time to influence ultimate shape and size for the particular species.
 - 1. Prune to balance the plant's form and according to its natural growth characteristics.
 - 2. Remove water shoots, suckers, and branches not conforming to desired shape and size.
- G. Hedges: Trim to encourage growth into voids and gaps.

3.06 CLEANING

- A. Remove fallen deciduous leaves in Fall; removal may wait until all leaves have fallen.
- B. Clean adjacent pavements of plant debris and other debris generated by maintenance activities.
- C. Remove and dispose of general cleanup debris and biodegradable debris in a proper manner; Owner's trash collection facilities may be used.
- D. Remove and dispose of general cleanup debris and biodegradable debris in a proper manner.
 - 1. Biodegradable Debris: Owner will designate a compost pile on site where biodegradable debris may be deposited; branches and bark are not considered biodegradable.
 - 2. Branches and Bark: Owner will designate a wood chip storage area; machine-chip all branch and bark debris.
 - 3. Non-Biodegradable Debris: Owner's trash collection facilities may be used.

3.07 CLOSEOUT ACTIVITIES

- A. 10 days prior to end of maintenance period, submit request for final inspection.
- B. Final inspection will be conducted by Engineer.

END OF SECTION 32 0190

**SECTION 32 1216
BITUMINOUS CONCRETE PAVING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Gravel base course.
- B. Bituminous concrete paving.

1.02 RELATED REQUIREMENTS

- A. Section 31 2200 - Grading: Preparation of site for paving and base.
- B. Section 31 2323 - Fill and Backfill: Compacted subgrade for paving.
- C. Section 33 0513 - Precast Concrete Structures: Manholes, including frames.
- D. Section 32 1723.13 - Painted Pavement Markings: Pavement markings.

1.03 REFERENCE STANDARDS

- A. The New York State Department of Transportation "Standard Specifications for Construction and Materials", May 1, 2023 edition (unless specified otherwise), and latest amendments, hereinafter referred to as the Standard Specifications, form a part of these specifications to the extent of the references thereof.
- B. American Society for Testing and Materials Standard D698, Moisture-Density Relations of Soils, using 5.5 pound (2.5-kg) Hammer and 12 inch (305-mm) Drop.
- C. American Association of State Highway and Transportation Officials Standard M82, Cut-Back Asphalt (Medium Curing Type).

1.04 DESCRIPTION

- A. Furnish all labor, equipment, and materials and perform all work to complete the work of this Section as indicated within. Such work includes but is not limited to bituminous concrete paving, repair for roads, access drives and parking areas.
- B. The Contractor shall coordinate with all other trades especially grading, electrical, plumbing and pipeline contractors, through the Contractor in order to prevent covering up unfinished or uninspected work and loss of time or labor by improper scheduling. Any rework shall be done at no cost to the Owner.

1.05 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Submit mix design information for each type of asphalt mix to be used demonstrating compliance with this specification.
- C. Submit applicable test reports, technical documentation, and design information for all materials to be installed under this section.

1.06 QUALITY ASSURANCE

- A. Perform Work in accordance with the New York State Department of Transportation "Standard Specifications for Construction and Materials".

1.07 FIELD CONDITIONS

- A. Paving Restrictions
 - 1. Bituminous paving shall not be placed when the ambient temperature is below 40 degrees F., when there is frost in the base, or at any time when weather conditions are unsuitable for the type of material being placed.
 - 2. Bituminous paving shall not be applied until the Engineer inspects and approves the finished gravel base.
 - 3. Construction methods, transportation and delivery of mixtures, spreading, finishing, compaction, joints, etc., shall conform to New York State Department of Transportation Standard Specifications unless otherwise specified herein.

- B. Testing
 - 1. During the placing and rolling operation, repeated checks shall be made to ascertain the correct rate of application to provide the required compacted thickness.
 - 2. If the average thickness is deficient from the specified thickness by one quarter (1/4) inch or more, the extent of the deficient area shall be established by similar procedures and the deficient area shall be corrected at the Contractor's expense.

PART 2 PRODUCTS

2.01 SUBBASE COURSE

- A. Subbase Course material shall be run-of-crusher stone as indicated on the Drawings and Specification Section 31 2323 - Fill and Backfill

2.02 BITUMINOUS CONCRETE PAVING

- A. Bituminous concrete shall be composed of mineral aggregate, mineral filler and bituminous material and shall conform in all respects to the New York State Department of Transportation Standard Specifications as follows:
 - 1. Top Course: Type 7 HMA, NYSDOT Item 403.198902 asphalt concrete conforming to composition requirements of NYSDOT Standard Specifications (May 1, 2008), Section 403.
 - 2. Binder Course: Type 3 HMA, NYSDOT Item 403.138902 asphalt concrete conforming to composition requirements of NYSDOT Standard Specifications (May 1, 2008), Section 403.

2.03 ASPHALT EMULSION FOR TACK COAT

- A. The bituminous tack coat shall meet the requirements of NYSDOT Material Specification 702 for Diluted Tack Coat and Table 702-7.
- B. Paving over a tack coat should not commence until the emulsion has broken (goes from brown to black) or is tacky when touched.

PART 3 EXECUTION

3.01 CONSTRUCTION DETAILS - GENERAL

- A. The Contractor shall install all pavements damaged or disturbed to the original condition and/or as directed by the Engineer. Materials, methods of construction, and type of pavement courses shall be constructed in accordance with relevant provisions of Section 400 of the Standard Specifications (May 1, 2008), and as shown on the Drawings.
- B. The Contractor will be responsible for laying out and installing all pavements to the pre-existing cross sections and/or in accordance with the Engineer's directions. Pavements which are not constructed to the proper section, grade and alignment shall be corrected by repair or replacement by the Contractor in accordance with the Engineer's directions and at no additional cost to the Owner.
- C. The paving plant used by the Contractor for the preparation of the bituminous concrete shall be acceptable to the Engineer who shall have the right to inspect the plant and the making of the material.
- D. Complete job mix formula listing quantities and pertinent ingredient properties shall be submitted to and approved by the Engineer.
- E. Prior to placement of the subbase course, the subgrade shall be shaped to the cross section of the pavement.

3.02 SUBBASE COURSE

- A. Subbase course shall be placed and compacted in accordance with Section 31 2323 - Fill and Backfill.
- B. The surface of the gravel base shall be shaped to the cross section of the pavement

3.03 PREPARATION FOR PAVEMENT INSTALLATION

- A. Vertical Surfaces in Contact with Bituminous Mixtures: All vertical surfaces of curbs, structures, gutters and existing pavement in contact with new bituminous mixtures shall be painted with a uniform coating of an approved bituminous emulsion or priming material. Extreme care shall be exercised in the application of this material to prevent splattering or straining of surfaces that are to be exposed after the work. Any work stained as a result of the Contractor's operation shall be repaired and/or replaced to the satisfaction of the Owner's Agent at the Contractor's expense.

3.04 ROADWAY PAVEMENT

- A. Roadways shall be paved in accordance with the roadway details. The Contractor shall add more materials if necessary to achieve a final smooth, even surface. All joints shall be sanded and sealed.
- B. The wearing course shall be keyed to the existing pavement at the ends of the pavement repair sections, including damaged driveways.
- C. Any cracks remaining at the junction of old and new pavements shall be sealed with an asphalt emulsion and sanded before acceptance of the work.

3.05 MEETING EXISTING PAVEMENTS

- A. Where the trench cut and excavation occurs, the replaced pavements are to meet existing pavements. The Contractor shall saw cut the existing pavements so that there will be a vertical butting surface between the old and new pavements. Saw cutting of existing pavements shall be along neat, straight, and even lines, and shall be done in such a manner so as not to damage the adjacent pavement which is to remain.
- B. Saw cut by approved method for the full depth of the pavement prior to placement of any new pavement. The existing bituminous surface shall be trimmed to neat true line with straight vertical edges free from irregularities for a minimum depth of 1 ½ inches, and the trimmed edges shall be treated with a light coating of asphaltic cement or asphaltic emulsion immediately prior to the installation of the new abutting bituminous concrete surface course to provide a bond between the old and new pavement. The new pavement surface shall be finished flush with the adjacent pavement.
- C. All vertical surfaces of curbs, structures, gutters and existing pavement in contact with new bituminous mixtures shall be painted with a uniform coating of an approved bituminous emulsion or priming material. Extreme care shall be exercised in the application of this material to prevent splattering or staining of surfaces that are to be exposed after the work is completed. Surfaces that are stained as a result of the Contractor's operation shall be repaired and/or replaced to the satisfaction of the Owner's Agent at the Contractor's expense.

3.06 INSPECTION AND GUARANTEE

- A. Three (3) days after rolling, the finished pavement shall be tested. Any section that shows ponding, indentation, rutting or picking up shall be resurfaced at the Contractor's expense.
- B. The Contractor shall guarantee all pavement installations, including materials and workmanship, for a period of one (1) year from the date placement of the wearing course and acceptance (as specified in writing by the Owner). The Contractor shall make interim repairs as necessary to maintain all paved areas in good, usable condition. The contractor shall receive no additional compensation for pavement maintenance and restoration.

3.07 TOLERANCES

- A. Flatness: Maximum variation of 1/4 inch measured with 10 foot straight edge.
- B. Compacted Thickness: Within 1/4 inch of specified or indicated thickness.
- C. Variation from True Elevation: Within 1/2 inch.

3.08 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements, for general requirements for quality control.

- B. Provide field inspection and testing. Perform tests in accordance with the most current version of the NYSDOT Standard Specifications Section 404-3.07.C. - 70 Series Compaction Method.

END OF SECTION 32 1216

**SECTION 32 1723.13
PAINTED PAVEMENT MARKINGS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Parking lot markings, including parking bays, crosswalks, arrows, and handicapped symbols.
- B. Roadway lane markings and crosswalk markings.

1.02 RELATED REQUIREMENTS

- A. Section 32 1216 - Bituminous Concrete Paving.

1.03 FIELD CONDITIONS

- A. Do not install products under environmental conditions outside manufacturer's absolute limits.
- B. Apply on on dry surfaces and during favorable weather.
 - 1. Atmospheric temperature above 50 Degrees Fahrenheit.
 - 2. When temperature is not anticipated to drop below 50 degrees Fahrenheit during drying period.
 - 3. When damage by rain, fog or condensation is not anticipated.

1.04 QUALITY ASSURANCE

- A. Paint handicap spaces to conform to ADA Standards and local code requirements.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Line and Zone Marking Paint: Acrylic emulsion or alkyd, color(s) as indicated.
 - 1. Roadway Markings: As required by authorities having jurisdiction.
 - 2. Yellow: Parking stripes, crosswalk stripes, and safety markings.
 - 3. Blue and White: Handicap markings.
 - 4. Red: Fire lanes and no parking zones.
- B. Approved Manufacturers:
 - 1. 442XX Traffic Marking Paint by Devoe, Louisville, KY (800) 654-2316.
 - 2. Hydrotherm Striping by Liquid Ceramics International, Ltd., Albuquerque, NM.
 - 3. Pro-Mar Traffic Marking Paint by Sherwin-Williams, Cleveland, OH (800) 321-8194.
 - 4. Paint meeting requirements of Fed Spec TT-P-1925 B as approved by Engineer prior to bidding.
- C. Temporary Marking Tape: Preformed, reflective, pressure sensitive adhesive tape in color(s) required; Contractor is responsible for selection of material of sufficient durability as to perform satisfactorily during period for which its use is required.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Engineer of unsatisfactory preparation before proceeding.

3.02 PREPARATION

- A. Allow new pavement surfaces to cure for a period of not less than 7 days before application of marking materials.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Obliteration of existing markings using paint is acceptable in lieu of removal; apply the black paint in as many coats as necessary to completely obliterate the existing markings.
- D. Clean surfaces thoroughly prior to installation.

1. Remove dust, dirt, and other granular surface deposits by sweeping, blowing with compressed air, rinsing with water, or a combination of these methods.
 2. Completely remove rubber deposits, existing paint markings, and other coatings adhering to the pavement, by scraping, wire brushing, sandblasting, mechanical abrasion, or approved chemicals.
 3. Sandblasting: Use equipment of size and capacity necessary, providing not less than 150 cfm of air at pressure not less than 90 psi at each nozzle used.
- E. Where oil or grease are present, scrub affected areas with several applications of trisodium phosphate solution or other approved detergent or degreaser, and rinse thoroughly after each application; after cleaning, seal oil-soaked areas with cut shellac to prevent bleeding through the new paint.
- F. Establish survey control points to determine locations and dimensions of markings; provide templates to control paint application by type and color at necessary intervals.
- G. Temporary Pavement Markings: Perform layout with chalk or lumber crayon only.

3.03 INSTALLATION

- A. Begin pavement marking as soon as practicable after surface has been cleaned and dried.
- B. Do not apply paint if temperature of surface to be painted or the atmosphere is less than 50 degrees F or more than 95 degrees F.
- C. Apply in accordance with manufacturer's instructions using an experienced technician that is thoroughly familiar with equipment, materials, and marking layouts.
- D. Apply markings in locations determined by measurement from survey control points; preserve control points until after markings have been accepted.
- E. Apply uniformly painted markings of color(s), lengths, and widths as indicated on the drawings true, sharp edges and ends.
1. Provide two-coat application, each coat with coverage of 150 sq. ft./gal. Do not apply second coat within three hours minimum or until first coat is thoroughly dried, whichever is longer.
 2. Width Tolerance:
 - a. Plus or minus 1/4-inch variance on straight segments.
 - b. Plus or minus 1/2-inch variance on curved alignments.
- F. Parking Lots: Apply parking space lines, entrance and exit arrows, painted curbs, and other markings indicated on drawings.
1. Mark the International Handicapped Symbol at indicated parking spaces.
 2. Hand application by pneumatic spray is acceptable.
- G. Symbols: Use a suitable template that will provide a pavement marking with true, sharp edges and ends, of the design and size indicated.

3.04 DRYING, PROTECTION, AND REPLACEMENT

- A. Protect newly painted markings so that paint is not picked up by tires, smeared, or tracked.
- B. Provide barricades, warning signs, and flags as necessary to prevent traffic crossing newly painted markings.
- C. Allow paint to dry at least the minimum time specified by the applicable paint standard and not less than that recommended by the manufacturer.
- D. Remove and replace markings that are applied at less than minimum material rates; deviate from true alignment; exceed length and width tolerances; or show light spots, smears, or other deficiencies or irregularities.
- E. Remove drips, oversprays, improper marking and paint material tracked by traffic using carefully controlled sand blasting, approved grinding equipment, or other approved method.
- F. Replace removed markings at no additional cost to Owner.

END OF SECTION 32 1723.13

**SECTION 32 9219
SEEDING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preparation of subsoil.
- B. Placing topsoil.
- C. Seeding, mulching and fertilizer.
- D. Maintenance.

1.02 RELATED REQUIREMENTS

- A. Section 31 1500 - Site Restoration: Restoration of site to condition before work began.
- B. Section 31 2200 - Grading: Preparation of subsoil and placement of topsoil in preparation for the work of this section.
- C. Section 31 2323 - Fill and Backfill: Topsoil material.
- D. Section 32 0190 - Operation and Maintenance of Planting: Post-occupancy maintenance.

1.03 DEFINITIONS

- A. Weeds: Include Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Topsoil samples.
- C. Maintenance Data: Include maintenance instructions, cutting method and maximum grass height; types, application frequency, and recommended coverage of fertilizer .
- D. Maintenance Contract.

1.05 REGULATORY REQUIREMENTS

- A. Comply with regulatory agencies for fertilizer and herbicide composition.
- B. Provide certificate of compliance from authority having jurisdiction indicating approval of seed mixture.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable. Deliver seed mixture in containers showing percentage of seed mix, year of production, net weight, date of packaging, and location of packaging.

1.07 MAINTENANCE SERVICE (SEE END OF SECTION)

PART 2 PRODUCTS

2.01 SEED MIXTURE

- A. Seed Mixture:

COMMON NAME	PERCENT BY WEIGHT	PERCENT PURITY	PERCENT GERMINATION
Kentucky Blue Grass	50	85	80
Red or Chewing Fescue Grass	20	97	80
Norlea Perennial Rye	30	92	90

2.02 SOIL MATERIALS

- A. Topsoil: as specified in Section 31 2323.

2.03 ACCESSORIES

- A. Mulching Material: Oat or wheat straw, free from weeds, foreign matter detrimental to plant life, and dry. Hay or chopped cornstalks are not acceptable.
- B. Fertilizer: 10-20-10; recommended for grass, with fifty percent of the elements derived from organic sources; of proportion necessary to eliminate any deficiencies of topsoil, as indicated by analysis.
- C. Water: Clean, fresh and free of substances or matter that could inhibit vigorous growth of grass.
- D. Erosion Fabric: Jute matting, open weave.
- E. Stakes: Softwood lumber, chisel pointed.
- F. String: Inorganic fiber.
- G. Edging: Galvanized steel.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that prepared soil base is ready to receive the work of this Section.

3.02 PREPARATION

- A. Prepare subgrade in accordance with Section 31 2200.
- B. Place topsoil in accordance with Section 31 2200.
- C. Install edging at periphery of seeded areas in straight lines to consistent depth.

3.03 FERTILIZING

- A. Apply fertilizer in accordance with manufacturer's instructions.
- B. Apply after smooth raking of topsoil and prior to roller compaction.
- C. Do not apply fertilizer at same time or with same machine as will be used to apply seed.
- D. Mix thoroughly into upper 2 inches of topsoil.
- E. Lightly water to aid the dissipation of fertilizer.

3.04 SEEDING

- A. Apply seed at a rate of 5 lbs per 1000 sq ft evenly in two intersecting directions. Rake in lightly.
- B. Do not seed areas in excess of that which can be mulched on same day.
- C. Do not sow immediately following rain, when ground is too dry, or during windy periods.
- D. Immediately following seeding and compacting, apply mulch to a thickness of 1/8 inches. Maintain clear of shrubs and trees.
- E. Apply water with a fine spray immediately after each area has been mulched. Saturate to 4 inches of soil.
- F. Following germination, immediately re-seed areas without germinated seeds that are larger than 4 by 4 inches.

3.05 PROTECTION

- A. Identify seeded areas with stakes and string around area periphery. Set string height to 12 inches. Space stakes at 72 inches.
- B. Cover seeded slopes where grade is 4 inches per foot or greater with erosion fabric. Roll fabric onto slopes without stretching or pulling.
- C. Lay fabric smoothly on surface, bury top end of each section in 6 inch deep excavated topsoil trench. Provide 12 inch overlap of adjacent rolls. Backfill trench and rake smooth, level with

adjacent soil.

- D. Secure outside edges and overlaps at 36 inch intervals with stakes.
- E. Lightly dress slopes with topsoil to ensure close contact between fabric and soil.
- F. At sides of ditches, lay fabric laps in direction of water flow. Lap ends and edges minimum 6 inches.

3.06 MAINTENANCE

- A. See Section 32 0190 - Operation and Maintenance of Planting for post-occupancy maintenance.
- B. Mow grass at regular intervals to maintain at a maximum height of 2-1/2 inches. Do not cut more than 1/3 of grass blade at any one mowing.
- C. Neatly trim edges and hand clip where necessary.
- D. Immediately remove clippings after mowing and trimming.
- E. Water to prevent grass and soil from drying out.
- F. Roll surface to remove minor depressions or irregularities.
- G. Control growth of weeds. Apply herbicides in accordance with manufacturer's instructions. Remedy damage resulting from improper use of herbicides.
- H. Immediately reseed areas that show bare spots.
- I. Protect seeded areas with warning signs during maintenance period.

END OF SECTION 32 9219

**SECTION 32 9300
PLANTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preparation of subsoil.
- B. Topsoil bedding.
- C. New trees, plants, and ground cover.
- D. Relocated trees, plants, and ground cover.
- E. Mulch and Fertilizer.
- F. Maintenance.

1.02 RELATED REQUIREMENTS

- A. Section 31 2200 - Grading: Topsoil material.
- B. Section 31 2323 - Fill and Backfill: Topsoil material.
- C. Section 32 0190 - Operation and Maintenance of Planting: Post-occupancy maintenance.

1.03 DEFINITIONS

- A. Weeds: Include Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Submit list of plant life sources.
- C. Sample of top dressing mulch for approval prior to delivery to site.

1.05 QUALITY ASSURANCE

- A. Nursery Qualifications: Company specializing in growing and cultivating the plants with three years documented experience.
- B. Installer Qualifications: Company specializing in installing and planting the plants with 3 years experience.

1.06 REGULATORY REQUIREMENTS

- A. Comply with regulatory agencies for fertilizer and herbicide composition.
- B. Provide certificate of compliance from authority having jurisdiction indicating approval of plants, fertilizer and herbicide mixture.
- C. Plant Materials: Certified by federal department of agriculture; free of disease or hazardous insects.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.
- B. Plants shall bear a tag showing genus, species and variety of all trees delivered to the site and remain on all plants until inspected.
- C. Protect and maintain plant life until planted.
- D. Deliver plant life materials immediately prior to placement. Keep plants moist.

1.08 FIELD CONDITIONS

- A. Do not install plant life when ambient temperatures may drop below 35 degrees F or rise above 90 degrees F.

- B. Do not install plant life when wind velocity exceeds 30 mph.

1.09 WARRANTY

- A. Provide one year warranty.
- B. Warranty: Include coverage for one continuous growing season; replace dead or unhealthy plants.
- C. Replacements: Plants of same size and species as specified, planted in the next growing season, with a new warranty commencing on date of replacement.

1.10 MAINTENANCE SERVICE

- A. Maintain plant life immediately after placement. Continue maintenance until termination of warranty period.
- B. Maintenance to include:
 - 1. Irrigating sufficiently to saturate root system.
 - 2. Prune only dead or broken branches.
 - 3. Maintaining guys and stakes. Repair or replace accessories when required.
 - 4. Replacement of mulch.

PART 2 PRODUCTS

- A. Plants: Species and size identified in plant schedule, grown in climatic conditions similar to those in locality of the work.

2.02 SOIL MATERIALS

- A. Topsoil: As specified in Section 31 2323.

2.03 MULCH MATERIALS

- A. Mulching Material: Oat or wheat straw, free from weeds, foreign matter detrimental to plant life, and dry. Hay or chopped cornstalks are not acceptable.

2.04 ACCESSORIES

- A. Wrapping Materials: Burlap.
- B. Stakes: Softwood lumber, pointed end.
- C. Cable, Wire, Eye Bolts and Turnbuckles: Non-corrosive, of sufficient strength to withstand wind pressure and resulting movement of plant life.
- D. Plant Protectors: Rubber sleeves over cable to protect plant stems, trunks, and branches.
- E. Wrapping: Waterproof fabric.
- F. Tree Protectors: Metal with galvanized rings.

2.05 TOP SOIL MIX

- A. A uniform mixture of 1 part peat and 3 parts topsoil by volume.

2.06 SOURCE QUALITY CONTROL

- A. Provide analysis of topsoil; comply with requirements of Section 01 4000.
- B. Provide testing of imported topsoil.
- C. Testing is not required if recent tests are available for imported topsoil. Submit these test results to the testing laboratory for approval. Indicate, by test results, information necessary to determine suitability.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that prepared subsoil and planters are ready to receive work.
- B. Saturate soil with water to test drainage.

3.02 PREPARATION OF SUBSOIL

- A. Prepare subsoil to eliminate uneven areas. Maintain profiles and contours. Make changes in grade gradual. Blend slopes into level areas.
- B. Remove foreign materials, weeds and undesirable plants and their roots. Remove contaminated subsoil.
- C. Scarify subsoil to a depth of 3 inches where plants are to be placed. Repeat cultivation in areas where equipment, used for hauling and spreading topsoil, has compacted subsoil.
- D. Dig pits and beds 6 inches larger than plant root system.

3.03 PLACING TOPSOIL

- A. Spread topsoil to the minimum depths indicated in the drawings. Rake smooth.
- B. Place topsoil during dry weather and on dry unfrozen subgrade.
- C. Remove vegetable matter and foreign non-organic material from topsoil while spreading.
- D. Grade topsoil to eliminate rough, low or soft areas, and to ensure positive drainage.
- E. Install topsoil into pits and beds intended for plant root balls, to a minimum thickness of 6 inches.

3.04 PLANTING

- A. Place plants for best appearance for review and final orientation by Engineer.
- B. Set plants vertical.
- C. Remove non-biodegradable root containers.
- D. Set plants in pits or beds, partly filled with prepared plant mix, at a minimum depth of 6 inches under each plant. Remove burlap, ropes, and wires, from the root ball.
- E. Place bare root plant materials so roots lie in a natural position. Backfill soil mixture in 6 inch layers. Maintain plant life in vertical position.
- F. Saturate soil with water when the pit or bed is half full of topsoil and again when full.

3.05 FIELD QUALITY CONTROL

- A. Perform field inspection and testing in accordance with Section 01 4000.
- B. Plants will be rejected if a ball of earth surrounding roots has been disturbed or damaged prior to or during planting.

3.06 MAINTENANCE

- A. See Section 32 0190 - Operation and Maintenance of Planting for post-occupancy maintenance.

END OF SECTION 32 9300

**SECTION 33 0000
UTILITIES**

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Provide all labor, materials, services, equipment, layout and transportation necessary to install, complete and ready for continuous operation, all utility systems indicated on the Contract Drawings, and specified herein.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 31 2200 - Grading
- B. Section 31 2316 - Excavation
- C. Section 31 2316.13 - Trenching for Site Utilities
- D. Section 31 2323 - Fill and Backfill
- E. Section 33 0513 - Precast Concrete Structures
- F. Section 33 4111 - Site Storm Utility Drainage Piping

1.03 RECORD DRAWINGS

- A. Keep on the job at all times, one (1) complete and separate set of prints of the site utility work wherever work is installed or relocated.
- B. Indicate daily progress on these prints by coloring in the various pipes, apparatus and associated appurtenances as they are erected.
- C. No approval of requisition for payment for work installed will be given unless supported by record prints as required above.
- D. At the conclusion of the work, prepare Record Drawings in accordance with the requirements of the General Notes on the Contract Drawings.

1.04 GUARANTEE

- A. All materials, items of equipment and workmanship furnished under this Section shall carry a 2-year guarantee against defects in material and workmanship. Any fault due to defective or improper material, equipment, workmanship or design which may develop shall be made good, forthwith, by and at the expense of the Contractor, including all other damage done to areas, materials and other systems resulting from this failure.
- B. Upon receipt of notice from the Owner of failure of any part of the systems or equipment during the guarantee period, the affected parts shall be replaced by the Contractor.
- C. After the two year guarantee has expired, the owner shall be responsible for the maintenance of all materials, items of equipment and workmanship furnished under this Section.

1.05 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- A. Before submitting prices or beginning work, thoroughly examine the site and the Contract Documents.
- B. All existing utilities shall be verified for services, size, invert elevations, location, etc., prior to new connections to or relocation of same. Notify the Engineer in writing of any and all discrepancies prior to commencing any work. All existing utilities uncovered or damaged during excavations and construction shall be plugged, capped, re-routed or relocated as directed by the Engineer so as not to interrupt the operations of any of the existing systems.
- C. No claim for extra compensation will be recognized if difficulties are encountered which an examination of site conditions and Contract Documents prior to executing the Contract would have revealed.

1.06 WORKMANSHIP

- A. The entire work provided in this Specification shall be constructed and finished in every respect in a workman-like manner. The Contractor shall completely coordinate the system in

accordance with the best trade practice and to the satisfaction of the Engineer and any and all authorities having jurisdiction.

- B. Keep Subcontractors fully informed as to the elevation, size, and position of all utilities required and give full information to the Subcontractors sufficiently in advance of the work so that all utilities may be coordinated in advance of their installation.
- C. Obtain detailed information from the manufacturers of apparatus as to the proper method of installing and connecting same.

1.07 PROTECTION

- A. The Contractor shall be responsible for his work and equipment until finally inspected, tested, and accepted. Carefully store materials and equipment which are not immediately installed after delivery to site. Close open ends of work with temporary covers or plugs during construction to prevent entry of obstructing material.
- B. The Contractor shall protect work and material of other trades from damage that might be caused by his work or workmen and make good damage thus caused.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Smooth Interior Corrugated Polyethylene Pipe for Storm Drainage (HDPE): As specified in Section 33 4211.
- B. Any new piping or utility line indicated on the plans and not specified in these Specifications shall be approved by the respective utility company or the local Public Works Department prior to their installation.

PART 3 EXECUTION

3.01 INSTALLATION OF PIPELINE

- A. This work shall include the furnishing and installation of all labor, materials and equipment necessary for the complete installation of the pipelines in accordance with local and state requirements.
- B. When piping installation is not in progress, the open end of the pipe shall be closed by a watertight plug.
- C. Excavation: The trench for the pipe shall be excavated to the required line and grade of sufficient width to permit thorough tamping of the fill material under the haunches and around the pipe. Soft or unsuitable material encountered below the normal bedding line of the pipe shall be removed as directed, replaced with screened gravel, and thoroughly compacted. The bottom of the trench shall be shaped to conform to the curvature of the pipe. This bed shall be excavated to accommodate the bells of pipes. If any cross pipes, conduits, drains, or other unforeseen obstacles are encountered in the excavation, the grade of the bottom of the trench may be raised or lowered during the excavation operation as directed by the Engineer. Use concrete or other approved support under existing pipes passing through the excavation where said pipe would normally be supported by backfilled earth. Wooden supports or blocking will not be allowed.
- D. Bedding Pipe: Bedding material for pipe shall be as specified. Each section of pipe shall have a firm bearing throughout its length. Gravel bedding or crushed stone bedding will be required below all pipe and structures as shown on the Drawings. Bedding material shall be placed to the full width of the trench and under utility structure foundations as indicated on the Drawings. After a pipe is bedded, the trench shall be filled to the centerline of the pipe with gravel fill, screened gravel or sand bedding except at the joint. After the joint is inspected, that portion shall be filled in with gravel, screened gravel or sand bedding. Material under and around the pipe shall be carefully and thoroughly tamped.
- E. Additional installation, bedding, and backfilling requirements are found in the various pipe material sections.

3.02 CLEANING AND TESTING

- A. Furnish all labor, material, instruments, supplies, and services and bear all costs for the accomplishment of the tests specified herein. Correct all defects appearing under test and repeat the test until no defects are disclosed.
- B. Perform all tests that may not be specified herein which may be required by any and all authorities or agencies to the requirements this work is to conform. Forty-eight (48) hour notice must be given to all authorities.
- C. No backfilling of any utility shall take place until the utility has been inspected by the Engineer.
- D. Prior to acceptance, all pipelines shall be inspected for cleanliness and to be sure no sand bags, broken pipe, or other obstructions exist.
- E. Any defects found in the system shall be made good at the expense of the Contractor so as to conform strictly to the Specifications and to the satisfaction of the Engineer. All repairs shown necessary by the tests are to be made, broken or cracked pipe replaced, all deposits removed, pipelines left entirely clean, free from lumps of cement, protruding gaskets, bulkheads, etc., and ready for use before final acceptance is made by the Owner.

END OF SECTION 33 0000

**SECTION 33 0513
PRECAST CONCRETE STRUCTURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Monolithic concrete manholes with masonry transition to lid frame, covers, anchorage, and accessories.
- B. Modular precast concrete manhole sections with tongue-and-groove joints with masonry transition to lid frame, covers, anchorage, and accessories.
- C. Masonry manhole sections with masonry transition to lid frame, covers, anchorage, and accessories.

1.02 RELATED REQUIREMENTS

- A. Section 03 3050 - Site Concrete
- B. Section 31 2200 - Grading
- C. Section 31 2316 - Excavation
- D. Section 31 2316.13 - Trenching for Site Utilities
- E. Section 31 2323 - Fill and Backfill

1.03 REFERENCE STANDARDS

- A. ASTM C 478 - Standard Specification for Precast Reinforced Concrete Manhole Sections; 2007.
- B. ASTM C 923 - Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes, and Laterals; 2007.
- C. IMIAWC (CW) - Recommended Practices & Guide Specifications for Cold Weather Masonry Construction; International Masonry Industry All-Weather Council; 1993.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Submit to the Engineer for approval, as provided in the General Conditions, complete sets of shop drawings for all items to be furnished under this Section.
- C. No materials shall be fabricated or shipped prior to approval of the shop drawings by the Engineer.
- D. Shop drawings for the precast concrete barrel sections shall show at least the details of construction, reinforcing joints, and inlet and outlet pipe orientation based on 360 circle.
- E. Shop drawings for frames, hatches, and covers shall show at least dimensions and materials.

1.05 QUALITY ASSURANCE

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.

1.06 FIELD CONDITIONS

- A. Maintain materials and surrounding air temperature to minimum 50 degrees F prior to, during, and 48 hours after completion of masonry work.

1.07 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required and install and test concrete structures complete with all concrete riser and top slab, cast iron and aluminum frames and covers and other concrete structures as shown on the Drawings and/or specified herein.
- B. 48-inch diameter precast concrete barrel sections shall be used for sanitary and storm manholes unless otherwise noted on the plans. Bases shall be precast.
- C. Drop manholes shall be 60-inch diameter precast concrete unless otherwise noted on the plans. Bases shall be precast.

- D. Precast concrete circular catch basins in accordance with NYS DOT Standard Specifications shall be used unless otherwise noted.
- E. Concrete work shall include, but is not limited to, formed inverts, flow channels and bench walls in the structure, frame and cover precast rings and spacers.

PART 2 PRODUCTS

2.01 PRECAST MATERIALS AND BASES

- A. Precast concrete barrel sections, and precast manhole bases shall conform to ASTM Designation C478 and meet the following requirements:
 - 1. The wall thickness shall not be less than 6-in.
 - 2. Sections shall have tongue and groove joints.
 - 3. Sanitary and Storm sewer manhole top sections shall be flat top. No taper top sections are allowed.
 - 4. Sanitary and Storm sewer manholes shall be no less than 48" inside diameter.
 - 5. Type II cement shall be used except as otherwise approved.
 - 6. Jointing shall be accomplished by bitumastic sealant or butyl rubber gasket, conforming to ASTM C443. The completed joint shall withstand an internal water pressure in excess of 15 psi without showing any leakage or displacement of the jointing material. The Contractor's supplier shall test the effectiveness of the joints against leakage. Such tests shall be made by an internal pressure against the joint of at least 15 psi. A complete set of records of the test shall be submitted to the Engineer.
 - 7. All sections shall be cured by an approved ASTM method and shall not be shipped nor subjected to loading until the concrete compressive strength has attained 3,000 psi and not before 5 days after fabrication and/or repair, whichever is longer. Precast barrel sections, eccentric or concentric top sections, top slabs, and bases shall be designed for a minimum of H-20 loading plus the weight of the soil above.
 - 8. The date of manufacture and the name and trademark of the manufacturer shall be clearly marked on the inside of each precast section.
 - 9. Precast concrete bases shall conform to all the requirements of the Specification on barrel sections ASTM C478, and shall be installed as shown on the Drawings.
 - 10. The thickness of the bottom slab of the precast bases shall not be less than the barrel sections or top slab, whichever is greater. The base must protrude a minimum of 6 inches outside the riser wall section.
 - 11. The exterior surfaces shall be given two coats of a waterproof coating for sanitary manholes and pump station.
- B. MISCELLANEOUS CONCRETE WORK
 - 1. Miscellaneous concrete for inverts, flow channels, bench walls, frame and cover spacing, etc., shall be minimum 4000 psi concrete as specified in Division 3.
- C. FRAMES, COVERS, GRATES AND HATCHES
 - 1. Castings shall be of good quality, strong, tough, even-grained, smooth cast iron, free from scale, lumps, blisters, sand holes, and defects of any kind which render them unfit for the service for which they are intended. Castings shall be thoroughly cleaned and will be subjected to a hammer inspection in the field by the Engineer. All finished surfaces shall be machined to a true plane surface, and shall be true and seat at all points without rocking. Allowances shall be made in the patterns so that the thickness specified or shown shall not be reduced in obtaining finished surfaces. Castings shall not be acceptable if the actual weight is less than 95 percent of the theoretical weight computed from the dimensions as shown. The Contractor shall provide facilities for weighing castings in the presence of the Engineer or shall furnish invoices to the Owner showing true weights, certified by the supplier.
 - 2. Cast iron shall conform to ASTM A48 Class 30.
 - 3. Before shipment from the foundry, castings shall be given a coat of coal tar pitch varnish which shall present a coating which is smooth and tough, but not brittle.
 - 4. The covers shall include the words "Sanitary Sewer" or "Storm Sewer" cast into it, according to their specific use.

5. Aluminum hatches shall be Type 2, slab type, aluminum single leaf watertight, gasketed hatch. Hatch shall be furnished with flush stainless steel hinges, angle stiffeners, and a slam lock with an interior operating handle. Hatches shall have extruded aluminum frame with continuous anchor and shall be constructed of 1/4" minimum aluminum diamond pattern plate design. Leaf shall be provided with an auto-lock hold-open device and torsion spring assembly. A 1 1/2" minimum drain coupling shall be provided in the hatch frame. Aluminum frame hatch shall be as manufactured by Syracuse Castings, Bilco or approved equal. Stainless steel hasp and stable shall be provided. Hatch shall be fabricated with door openings oriented along the longest dimension as shown on the Contract Drawings.
6. Watertight cast iron manhole covers, when required, shall be "Duoseal" by EJ or an approved equal.

D. STEPS

1. Steps shall be made from a steel reinforced Copolymer polypropylene plastic. Steel reinforcement shall be 2-in. diameter grade 60 steel conforming to ASTM S-615. The entire step shall conform to ASTM C-478, Paragraph II, and as manufactured by M.A. Industries.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify items provided by other sections of Work are properly sized and located.
- B. Verify that built-in items are in proper location, and ready for roughing into Work.
- C. Verify excavation for manholes is correct.

3.02 PREPARATION

- A. Coordinate placement of inlet and outlet pipe or duct sleeves required by other sections.

3.03 INSTALLATION OF STRUCTURES

- A. Structures shall be constructed to the dimension shown on the Drawings and as specified in these Specifications.
- B. Structure bases shall be placed on an bed of run-of-crusher stone as specified in drawing details. The tops of the bases shall be shaped to mate with the precast barrel sections.
- C. Precast concrete barrel sections shall be set so as to be vertical and with sections in true alignment with a 1/4-in. maximum tolerance to be allowed. The precast sections shall be installed in a manner that will result in a watertight joint. The outside and inside joint shall be filled with non-shrink mortar and finished flush with the adjoining surfaces before or after testing as specified below.
- D. A damp-proof coating shall be applied to the outside of all concrete structures.
- E. Holes in the concrete barrel sections required for handling or other purposes shall be plugged with a non-shrinking grout or non-shrinking grout in combination with concrete plugs, and finished flush on the inside.
- F. Where holes must be cut in the precast sections to accommodate pipes, cutting shall be done prior to setting them in place to prevent any subsequent jarring which may loosen the mortar joints.
- G. All work shall be protected against flooding and flotation.
- H. The areas disturbed in constructing the structures shall be graded, and all site work necessary to achieve a finished surface as indicated on the Drawings shall be performed. Where topsoiling and seeding are required, it shall be completed in accordance with these Specifications.
- I. Pipe connections for precast concrete structures may be accomplished by any method described below. The Contractor shall make sure that the outside diameter of the pipe is compatible with the particular pipe connection used.

1. The "Lock Joint Flexible Manhole Sleeve" which is cast in the wall of the structure base. The stainless steel strap and exposed sleeve shall be protected from corrosion with a bitumastic coating.
2. "Press Wedge II" gasket which is cast into the wall on the structure base. The rubber wedge shall only be driven into the V slot from the outside of the manhole.
3. The "RES-SEAL", a cast iron compression ring which compresses a rubber "O" ring gasket into a tapered hole in the wall of the structure base. Exposed metal shall be protected from corrosion with a bitumastic coating.
4. "KOR-N-SEAL" joint which has a neoprene boot cast into the structure wall. It shall be installed as recommended by the manufacturer. The stainless steel clamp shall be protected from corrosion with a bitumastic coating.

3.04 LEAKAGE TESTS - MANHOLES

- A. Leakage tests shall be observed by the Engineer on each structure prior to backfilling. The test shall be by infiltration, exfiltration, and/or vacuum as described below. Submit a report to the Engineer detailing the test and test results.
- B. After the structure has been assembled in place, all lifting holes and those exterior joints within 6 feet of the ground surface shall be filled and pointed with an approved non-shrinking mortar. The tests shall be made prior to placing the shelf and invert and before filling and pointing the horizontal joints below the 6-foot depth line. The Contractor shall furnish and put in place all temporary plugs and all equipment required to measure leakage rates. The Contractor shall furnish all water for testing purposes. All pipes and other openings into the manhole shall be suitably plugged and the plugs braced to prevent blow out.
- C. Infiltration Test
 1. If the groundwater table is above the highest joint in the manhole, an infiltration test may be made as approved by the Engineer. If the structure is judged by the Engineer as watertight, the structure will be accepted and testing considered complete. If the Engineer is not satisfied that the manhole is watertight, the exfiltration test shall be performed.
- D. Exfiltration Test
 1. An exfiltration test shall be made if the groundwater level is not up to the highest joint, or the structure has failed the infiltration test specified above.
 2. If the groundwater table has risen above the bottom of the structure, it shall be lowered for the duration of the test. The structure shall then be filled with water to the top of the cone section. If observation indicates no visible leakage, that is, no water visibly moving down the surface of the structure, the structure may be considered to be satisfactorily watertight. If the test, as described above is unsatisfactory as determined by the Engineer, the test shall be continued. A period of time may be permitted if the Contractor so wishes, to allow for absorption. At the end of this period, the manhole shall be refilled to the top of the cone, if necessary, and the measuring time of at least 8 hours begun. At the end of the test period, the structure shall be refilled to the top of the cone, measuring the volume of water added. This amount shall be extrapolated to a 24-hour rate and the leakage determined on the basis of depth. The leakage for each manhole shall not exceed 1 gallon per vertical foot for a 24-hour period. If the test fails this requirement, but the leakage does not exceed 3 gallons per vertical foot per day, repairs by approved methods may be made as directed by the Engineer to bring the leakage within the allowable rate of 1 gallon per vertical foot per day. Leakage due to a defective section or joint or exceeding the 3 gallon per vertical foot per day, shall be the cause for the rejection of the structure. It shall be the Contractor's responsibility to disassemble, reconstruct or replace it. The structure shall then be retested and, if satisfactory, interior joints shall be filled and pointed.
 3. No adjustment in the leakage allowance will be made for unknown causes such as leaking plugs, absorptions, etc., i.e., it will be assumed that all loss of water during the test is a result of leaks through the joints or through the concrete. Furthermore, the contractor shall take any steps necessary to lower the water table below the bottom of the structure throughout the test.
- E. Vacuum Test

1. Testing by vacuum shall be performed after complete assembly of the manhole and prior to backfilling.
2. Contractor shall plug all pipe openings, taking care to securely brace the plugs and pipe.
3. Vacuum testing equipment shall be a unit specifically designed for this application and approved by Engineer.
4. Maximum allowance seam on the access hole casting shall be 6 mm.
5. The manhole shall pass the test if it holds a vacuum reading of 33.9 kPa (10" Hg) on an appropriate gauge for a test period of two (2) minutes without dropping more than 3.4 kPa (1" Hg) on the vacuum gauge.

3.05 INSTALLATION OF FRAMES, COVERS, GRATES, AND HATCHES.

- A. Frames, covers, grates and hatches shall be set firm and true to grade, and grout shall be placed from the top of the manhole on drainage shelves up over the base flange to the top of the frame to form a collar around the frame. Where necessary to adjust for grade, the top section of the manhole shall be extended with precast concrete rings as specified herein.
- B. All structure frames and grates are to be set to the grade of the permanent pavement.
- C. Fastening to wood plugs in masonry will not be permitted. All dimensions shall be verified at the site before fabrication is started.

END OF SECTION 33 0513

**SECTION 33 4211
STORMWATER GRAVITY PIPING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Furnish and install storm drainage system as described in Contract Documents from point of water collection to terminating point.
- B. Connection of drainage system to specified outlets
- C. Catch basins, Trench drains, Plant area drains, Paved area drainage, Site surface drainage, Detention tank, and Detention basin.

1.02 RELATED REQUIREMENTS

- A. Section 31 2316 - Excavation: Excavating of trenches.
- B. Section 31 2316.13 - TRENCHING FOR SITE UTILITIES: Excavating, bedding, and backfilling.
- C. Section 31 2323 - Fill and Backfill: Bedding and backfilling.
- D. Section 31 2316.13 - Trenching: Excavating, bedding, and backfilling.

1.03 DEFINITIONS

- A. Bedding: Fill placed under, beside and directly over pipe, prior to subsequent backfill operations.
- B. Pipe is noted as "HDPE" on Construction Drawings.

1.04 REFERENCE STANDARDS

- A. AASHTO M 252 - Standard Specification for Corrugated Polyethylene Drainage Pipe 2021.
- B. ASTM C14 - Standard Specification for Nonreinforced Concrete Sewer, Storm Drain, and Culvert Pipe 2020.
- C. ASTM C76 - Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe 2022a.
- D. ASTM D1785 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120 2021a.
- E. ASTM D2321 - Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications 2020.
- F. ASTM D2729 - Standard Specification for Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings 2021.
- G. ASTM D3034 - Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings 2021.
- H. ASTM D3350 - Standard Specification for Polyethylene Plastics Pipe and Fittings Materials 2021.
- I. DIN EN 1433 - Drainage Channels for Vehicular and Pedestrian Areas - Classification, Design and Testing Requirements, Marking and Evaluation of Conformity 2005.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data indicating pipe and pipe accessories .
- C. Manufacturer's Installation Instructions: Indicate special procedures required to install Products specified.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- E. Project Record Documents:
 - 1. Record location of pipe runs, connections, catch basins, cleanouts, and invert elevations.
 - 2. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

1.06 REGULATORY REQUIREMENTS

- A. Conform to applicable code for materials and installation of the Work of this section.

PART 2 PRODUCTS

2.01 SMOOTH INTERIOR CORRUGATE POLYETHYLENE PIPE

- A. Meets requirements of ASTM F-405-89 or ASTM F-667-85.
- B. Joints - Bell and spigot style joints with elastomeric seals.
- C. Minimum pipe length - 20 feet.

2.02 PIPE ACCESSORIES

- A. Pipe Joints: Mechanical clamp ring type, stainless steel expanding and contracting sleeve, neoprene ribbed gasket for positive seal.
- B. Fittings: Same material as pipe molded or formed to suit pipe size and end design, in required tee, bends, elbows, cleanouts, reducers, traps and other configurations required.
- C. Trace Wire: Magnetic detectable conductor, clear plastic covering, imprinted with "Storm Sewer Service " in large letters.

2.03 BEDDING AND COVER MATERIALS

- A. Bedding: As specified in Section 31 2316.13.
- B. Cover: As specified in Section 31 2316.13.

PART 3 EXECUTION

3.01 TRENCHING

- A. See Section 31 2316.13 - TRENCHING FOR SITE UTILITIES for additional requirements.
- B. See Section 31 2316.13 for additional requirements.
- C. Hand trim excavation for accurate placement of pipe to elevations indicated.
- D. Backfill around sides and to top of pipe with cover fill, tamp in place and compact, then complete backfilling.

3.02 INSTALLATION - PIPE

- A. Verify that trench cut is ready to receive work and excavations, dimensions, and elevations are as indicated on layout drawings with the following additional requirements:
 - 1. Runs shall be as close as possible to those shown on the Contract Drawings.
 - 2. Excavate to required depth.
 - 3. Grade to obtain fall required.
 - 4. Bottom of trench excavation shall be hard. Tamp as required.
 - 5. Remove debris from trench prior to laying of pipe.
 - 6. Install required pipe bedding.
 - 7. Do not cut trenches near footings without consulting the Engineer.
 - 8. Backfill only after pipelines have been tested, inspected and approved by the Engineer.
 - 9. Maximum pipe circumferential deflection allowed is 5%. Circumferential pipe deflection is defined as the deflection of a round pipe to an out-of-round shape, measure cross-sectionally, perpendicular to the pipe. This 5% allowance refers to the round pipe being deflected to an elliptical shape - not measuring greater than 5%. This 5% is typically measured with a mandrel device set to within 95% of the inside pipe diameter and pulled down the pipe. In larger diameter pipes circumferential deflection can be observed by inspecting the pipe for a "full moon" cross section. 5% deflection does NOT in any way refer to the horizontal and/or vertical grade (slope) of gravity pipe.
- B. Install pipe, fittings, and accessories in accordance with manufacturer's instructions. Seal watertight.
- C. Provide depression under bell of each joint to maintain even bearing of storm pipe.
- D. Use jacks to make-up gasketed joints.

3.03 FIELD QUALITY CONTROL

- A. Alignment Test.
 - 1. Each section of storm sewer between manholes and/or catch basins shall be lamp tested to determine whether any displacement and/or deflection of the pipe has occurred.
 - a. Lamping shall be done after each pipe trench is compacted and brought to grade or pavement subgrade.
 - b. A "full moon" shall be visible for grade alignment.
 - c. A "full moon" shall be visible for horizontal alignment.
 - d. Repair poor alignment, displaced pipe, or other defects discovered.

3.04 PROTECTION

- A. Protect pipe and bedding cover from damage or displacement until backfilling operation is in progress.

3.05 CLEANING

- A. Remove excess earth from site or place as directed by the Engineer.

END OF SECTION 33 4211