



Department of Environmental Conservation

Division of Environmental Remediation

Site Name: BB&S Treated Lumber Corp.

Site Number: 1-52-123

Contract Number: D007631

Location: Town of Southampton

Suffolk County, New York

Contract Documents

AECOM Technical Services Northeast, Inc.



November 2009

New York State Department of Environmental Conservation
DAVID PATERSON, *Governor* ALEXANDER B. GRANNIS, *Commissioner*

Table of Contents

Page

SECTION I	<i>Advertisement and Notice to Bidders</i>	I-1
SECTION II	<i>Terms and Definitions</i>	II-1
SECTION III	<i>Bidding Information and Requirements</i>	
Article 1	Address for Notices.....	III-1
Article 2	Interpretation of Bidding Documents.....	III-1
Article 3	Bid Instructions.....	III-1
Article 4	Modification or Withdrawal of Bid.....	III-3
Article 5	Required Bid Submittals.....	III-3
Article 6	Bid Security and Bonds.....	III-5
Article 7	Approval of "Or Equal" or Substitution Equipment, Systems, or Items.....	III-5
Article 8	Other Contracts and Occupancy.....	III-5
Article 9	Taxes.....	III-5
Article 10	Experience and Financial Statements.....	III-6
Article 11	Preliminary Progress Schedule.....	III-6
Article 12	Bid Breakdown.....	III-7
Article 13	Subsurface and Technical Information.....	III-7
Article 14	Underground Facilities.....	III-7
Article 15	Examination of Bidding Documents and Site.....	III-8
Article 16	Subcontractors, Suppliers or Others.....	III-9
Article 17	Award of Contract.....	III-9
Article 18	Time is of the Essence.....	III-9
Article 19	Applicability of Federal, State and Local Law.....	III-10
Article 20	M/WBE and EEO Requirements.....	III-10
Article 21	Permissible Contacts During a Procurement and Prohibition of Inappropriate Lobbying Influence.....	III-11
SECTION IV	<i>Supplementary Bidding Information and Requirements</i>	
Article 1	Location and Description of Project.....	IV-1
Article 2	Department Representatives.....	IV-1
Article 3	Pre-Bid Conference.....	IV-1
Article 4	Additional Bid Submittals.....	IV-1
Article 5	Other Available Documents.....	IV-1
Article 6	M/WBE-EEO Utilization Plan.....	IV-2
Article 7	Subcontracting.....	IV-2
Article 8	Type of Schedule.....	IV-2
Article 9	Wage Rates.....	IV-2
SECTION V	<i>Bid Forms and Attachments</i>	
Article 1	Items Submitted with Bid.....	V-1
a)	Contract Bid Form and Acknowledgement	
b)	Non-Collusive Bidding Certification	
c)	MacBride Fair Employment Principles Clauses	
d)	State Ethics Law Provision	
e)	Permissible Contacts During a Procurement and Prohibition of Inappropriate Lobbying Influence	
f)	Use of Best Available Retrofit Technology and Ultra Low Sulphur Diesel (ULSD) Provision Certification	
g)	Page to Attach Bid Security	
h)	Bid Bond Form	
i)	Offerer Disclosure of Prior Non-Responsibility Determinations	
Article 2	Forms Submitted by Apparent Low Bidder 5 Days After Notification.....	V-15
a)	Corporate Resolution and Certification	
b)	Statement of Surety's Intent	
c)	NYS Directory of Certified Minority and Women-Owned Business	
d)	M/WBE-EEO Opportunity Program Workplan	
e)	NYS Uniform Contracting Questionnaire Instructions	
f)	NYS Uniform Contracting Questionnaire	
g)	Affidavit of No Change	

Article 3	Forms Submitted 14 Days from Date of Notice of Intent to Award Letter.	V-33
	a) Instructions for Certificate of Insurance	
	b) Certificate of Insurance	
	c) Instructions for Performance Bond and Labor and Material Payment Bond	
	d) Performance Bond Form	
	e) Labor and Material Payment Bond Form	
	f) Consultant/Contractor Detailed M/WBE-EEO Utilization Plan	
Article 4	Forms Submitted During Contract.	V-48
	a) Contractor's Application for Payment	
	b) Final Payment Release	
	c) Payment Affidavit	
	d) Prime-Contractor's and Subcontractor's Certifications	
SECTION VI	<i>Agreement</i>	
Article 1	Defined Terms.	VI-1
Article 2	Work.	VI-2
Article 3	Engineer.	VI-2
Article 4	Contract Documents.	VI-2
Article 5	Contractor's Representations.	VI-2
Article 6	Contract Time.	VI-3
Article 7	Alterations and Omissions.	VI-4
Article 8	Determinations as to Variances.	VI-4
Article 9	Payment Procedures.	VI-4
Article 10	No Estimate on Contractor's Non-Compliance.	VI-5
Article 11	Delays, Inefficiencies and Interference.	VI-5
Article 12	Postponement, Suspension or Termination.	VI-6
Article 13	Completion of Physical Work and Final Acceptance.	VI-6
Article 14	Final Payment.	VI-6
Article 15	Disposition of Documents and Data.	VI-7
Article 16	Applicable Law, Jurisdiction; Service of Legal Process.	VI-7
Article 17	Sales and Use Tax Exemption.	VI-7
Article 18	Effective Date.	VI-8
Article 19	Contract Price.	VI-8
SECTION VII	<i>Appendix A and Appendix B</i>	VII-1
SECTION VIII	<i>General Conditions</i>	
Article 1	Preliminary Matters.	VIII-1
Article 2	Contract Documents: Intent, Amending, Reuse.	VIII-2
Article 3	Availability of Lands; Physical Conditions; Reference Points.	VIII-4
Article 4	Bonds and Insurance.	VIII-8
Article 5	Contractor's Responsibilities.	VIII-11
Article 6	Other Work.	VIII-24
Article 7	Department's Responsibilities.	VIII-25
Article 8	Engineer's Status During Construction.	VIII-26
Article 9	Changes in the Work.	VIII-28
Article 10	Change of Contract Price or Time.	VIII-30
Article 11	Unit Price Work and Cash Allowances.	VIII-38
Article 12	Warranty & Guarantee; Tests & Inspection; Correction, Removal or Acceptance of Defective Work.	VIII-40
Article 13	Payments to Contractor and Completion.	VIII-45
Article 14	Suspension of Work and Termination.	VIII-49
Article 15	Disputes.	VIII-51
Article 16	Miscellaneous.	VIII-52
SECTION IX	<i>Supplementary Conditions</i>	IX-1
SECTION X	<i>Standard Specifications</i>	X-1
SECTION XI	<i>Supplementary Specifications</i>	XI-1
SECTION XII	<i>Measurement for Payment</i>	XII-1
SECTION XIII	<i>Wage Rates and Associated Contract Requirements</i>	XIII-1

CONTRACT DRAWINGS BOUND SEPARATELY

SECTION I

Advertisement and Notice to Bidders

New York State Department of Environmental Conservation

Project Name: **BB&S Treated Lumber Corporation, NYS Site Number: 1-52-123**

Sealed bids for the **BB&S Treated Lumber Corporation Remedial Action** ("project"), will be received by the New York State Department of Environmental Conservation, Division of Management and Budget Services, 10 Floor, 625 Broadway,

Albany, New York, 12233-5027, Attn: Bureau of Expenditures until the time of **1:00 P.M.** and on the date of **Tuesday, January 26, 2010.** The bids will be publicly opened and read aloud at the above time and date. Telegraphic or other electronically transferred bids are not acceptable.

The project involves the implementation of remedial activities at the **BB&S Treated Lumber Corporation Site (the "Site") located at 1348 Speonk-Riverhead Road in the Town of Southampton, Suffolk County**. These primarily include, but are not necessarily limited to, the excavation and offsite disposal of approximately 9,600 cubic yards of non-hazardous material and approximately 8,800 cubic yards of hazardous material contaminated with inorganic compounds.

The estimated range for this work is: **\$5,000,000 to \$ 10,000,000.**

Contract Documents are only available in electronic format. Access to electronic copies of biddable contract document drawings, specifications and proposal forms may be purchased for a non-refundable fee of \$49.00 from the Division of Environmental Remediation (DER), 12th Floor, 625 Broadway, Albany, New York, 12233-70 12, Attn: Bureau of Program Management - Contracts and Payments Section at (518) 402-9711. Individual checks for each set shall be made payable to the New York State Department of Environmental Conservation (NYSDEC). Purchasers of Contract Documents must provide an e-mail address and will be provided a link and a password to access electronic copies of the biddable Contract Documents which can be downloaded. An electronic version of non-biddable contract documents is available at the Department web site link <http://www.dec.ny.gov/chemical/59233.html>. However, addenda to the contract documents and a separate Limited Site Data Document will only be available to those who purchase access to biddable contract documents.

PROPOSALS WILL BE ACCEPTED ONLY FROM BIDDERS WHO PURCHASE CONTRACT DOCUMENTS.

All proposals must be made on the official proposal form and enclosed in the envelope which will be provided. Each proposal must be accompanied by a deposit or a bid bond in the amount of 5% of bid amount. All Bidders must attend a Pre-Bid Conference to discuss special requirements for the contract, to be held on **Tuesday, January 5, 2010 at the Site** starting at **11:00A.M.** prevailing local time. **ATTENDANCE IS MANDATORY AS A CONDITION OF BIDDING.**

Minority and Women owned businesses are encouraged to submit bids in response to this solicitation. The New York State Department of Environmental Conservation is an Equal Opportunity/Affirmative Action Employer. The Contractor shall adhere to the New York State Department of Environmental Conservation Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence. For the purpose of this Notice to Bidders, the Director of the DER, 12 Floor, 625 Broadway, Albany, New York, 12233- 7011, shall be the Department's Designated Representative. Any questions, however, shall be directed to **David J. Chiusano**, the Department's Project Manager and Designated Contact, at (518) 402-9814.

Bidders may receive announcements of future procurement opportunities by signing up for the NYSDEC-DER's electronic mailing list ("listserv") at <http://lists.dec.state.ny.us/mailman/listinfo/dercontractprocurement>

Alexander B. Grannis
Commissioner

SECTION II

Terms and Definitions

Wherever used in the Contract Documents the following terms (or pronouns in place of terms) have the meanings indicated which are applicable to both the singular and plural thereof:

Addenda - Written or graphic instruments issued prior to the date for opening of Bids which interpret or modify the Contract Documents by way of changes, clarifications, or corrections.

Administrative Agreement - A written explanation of the Contract Documents, signed by **Department**, **Engineer** and **Contractor** on or after the Effective Date of the Agreement and dealing with procedural or administrative aspects of the Contract Documents which do not change the contract price.

Agreement - The written agreement between **Department** and **Contractor** covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment - The form furnished by **Department** on which **Contractor** must request progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

Bid - The written offer or proposal of the Bidder, submitted pursuant to Article 5 of Section III of the Bidding Documents on form provided.

Bidder - The person, partnership, corporation, joint venture or other combination thereof, who has submitted a Bid.

Bid Security - The security designated in the Bidding Documents to be furnished by the Bidder as guarantee that he/she will enter into a Contract with **Department** for the performance of the Work, if the Work involved in the Bid is awarded to that Bidder.

Bidding Documents - The Advertisement and Notice to Bidders, Bidding Information and Requirements, the Bid Forms and Attachments, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

Bonds - Instruments of security furnished by **Contractor** and its surety in accordance with the Contract Documents. This refers to the labor and material payment Bond, performance Bond and those other instruments of security required by the Contract Documents.

Change Order - A document prepared and recommended by **Engineer**, which is reviewed by **Department** and has been signed by **Contractor** and **Department** and approved by Comptroller. It authorizes an addition, deletion or revision in the Work, or an adjustment in Contract Price or Contract Time, or any combination thereof, issued on or after the Effective Date of the Agreement.

Commissioner - Commissioner of the New York State Department of Environmental Conservation.

Comptroller - The Comptroller of the New York State Department of Audit and Control.

Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), **Contractor's** Bid including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award, all bid forms and attachments required by Section V, the General Conditions, the Supplementary Conditions, the Standard Specifications, the Supplementary Specifications, Appendix A, Appendix B, Measurement for Payment, Advertisement, Terms and Definitions, Bidding Information and Requirements, Supplementary Bid Information and Requirements, and the Drawings, together with all amendments, modifications and supplements issued pursuant to paragraphs 2.4 and 2.5 of Article 2 of the General Conditions on or after the Effective Date of the Agreement.

Contract Price - The money payable by **Department** to **Contractor** under the Contract Documents.

Contract Time - The number of days permitted by the Agreement for completion of Work. This number may be stated or implied by a requirement that all work be completed by a certain date.

Contractor - The person, partnership, corporation, joint venture, or other combination thereof, who has entered into the Contract with **Department** for the Work. The term "**Contractor**" means **Contractor** or its authorized representative.

Correction Period - The period of time within which **Contractor** shall promptly, without cost to **Department** and in accordance with **Department's** written instructions, either correct Defective Work or if it has been rejected by **Department**, remove it from the site and replace it with nondefective Work, pursuant to paragraph 12.12 of the General Conditions.

Cost and Pricing Data - Refers to all data available to and relied upon by **Contractor** in negotiating, pricing or performing Work covered by a Change Order or a Proposed Change Order, or involved in a claim. Sample Cost and Pricing Data include data and supporting documents pertaining to labor wages and material rates, crew mixes, labor productivity, payroll costs, price catalogs, quotations from and payments to Subcontractors, Suppliers or others, equipment production rates, equipment costs, sales and use taxes, cost of premiums for Bonds and Insurances, costs related to the determination of general and administrative overhead, site office overhead, profit, estimates and estimating guides, **Contractor's** computations and projections, and all of the relevant assumptions made by **Contractor** in pricing or figuring increases or decreases in Contract Price or Contract Time.

Cost of the Work Involved - The sum of all costs necessarily incurred and paid by **Contractor** in the proper performance of the Work involved.

Day - A calendar day of 24 hours lasting from midnight one day to midnight the next day.

Defective Work - Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to **Engineer's** recommendation of final payment (unless responsibility for the protection thereof has been assumed by **Department** at Substantial Completion in accordance with paragraphs 13.8 or 13.10).

Delivery - Shall be effected on the date of receipt by the addressee.

Department - New York State Department of Environmental Conservation.

Department Representative(s) - Employee(s) of **Department** engaged in **Department** activities relating to the work but who is not responsible for day to day administration of the Project.

Design Engineer - The individual, partnership, corporation, joint venture, or any combination thereof, who prepared and sealed the Contract Documents that were bid by **Department**.

Designated Contact(s) - Individuals to whom all contacts can properly be made during the Restricted Period in relation to the Permissible Contacts During a Procurement and Prohibition of Inappropriate Lobbying Influence clause of the contract documents. The Project Manager shall serve as the Department's Designated Contact for the contract.

Designated Representative - **Department** employee responsible for resolving all disputes between contractor and Project Manager, as identified in the Supplementary Bidding Information and Requirements.

Drawings, Plans - The Drawings, Plans or reproductions thereof, which show location, character, dimensions, and details of the Work to be performed and which are referred to in the Contract Documents.

Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is approved and filed by Comptroller.

Employee - Any person working on the project mentioned in the contract of which these specifications are a part, and who is under the direction or control, or receives compensation from **Contractor** or Subcontractor.

Engineer - The individual, partnership, corporation, joint venture, or any combination thereof, any entity named as **Engineer** in the Agreement who will have the rights and authority assigned to **Engineer** in the Contract Documents. The term "**Engineer**" means the **Engineer** or its authorized representative.

Equipment - All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the Work.

Field Order - A written order issued by **Engineer** to **Contractor** which orders minor changes in the Work in accordance with paragraph 9.2 of the General Conditions not involving an adjustment in the Contract Price or the Contract Time.

Law(s) - Applicable laws, rules, regulations, ordinances, codes or orders of a federal or New York State court.

Material - Any approved material acceptable to **Department** and conforming to the requirements of the specifications.

Notice of Award - **Department** written notice of bid acceptance and filing by the New York Office of the State Comptroller and stating pertinent information **Contractor** shall comply with.

Notice of Intent to Award - The written notice by **Department** to a Bidder stating that upon compliance by that Bidder with the conditions precedent enumerated therein, within the time specified, **Department** intends to process contract through the appropriate New York State contract reviews.

Notice to Proceed - The written notice issued by **Department** to **Contractor** establishing the Date for Commencement of the Contract Time and, where applicable authorizing **Contractor** to proceed with the Work at the site.

Overhead - General and administrative costs (whether at the site or in **Contractor's** principal or branch offices) and all other miscellaneous costs not assigned to a specific payment item as identified in Articles 9, 10 and 11 of the General Conditions.

Partial Utilization - Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

Physical Completion - The Work and all parts thereof have been completed to the satisfaction of **Department**.

Progress Schedule - Drawings, data computer reports, and narratives disclosing **Contractor's** approach to the Work; the associated Early Schedule, Late Schedule and Float times, as supported by the Critical Path Method (CPM) or Bar Chart Diagram; the Schedule of Values; and the Schedule of Shop Drawing submissions.

Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

Project Field Representative - **Department** employee assigned responsibility for the day to day administration of the Project.

Project Manager - **Department** employee identified in the Supplementary Bidding Information and Requirements, responsible for administration of work required by Contract Documents and supervision of the Project Field Representative(s).

Proposed Change Order - A document prepared on a form furnished by **Department** which is to be used: 1) by **Department** when requiring that **Contractor** figure the potential effect on Contract Price or Contract Time of a proposed change, (the proposed change is ordered upon signing by **Department**), or 2) by **Contractor** to notify **Department** that in the opinion of **Contractor** a change is required to respond to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 3.11 or 3.12 of Article III of the General Conditions or to emergencies under paragraph 5.22 of Article V of the General Conditions, or has been ordered in a Field Order, or in **Engineer's** approval of a Shop Drawing or sample, or in **Engineer's** written interpretation or clarification of the requirements of the Contract Documents. When signed by **Department**, a Proposed Change Order may or may not fully adjust Contract Price or Contract Time, but is evidence that the change directed or documented by the Proposed Change Order will be incorporated in a subsequently issued Change Order following negotiations as to its effect, if any, on Contract Price or Contract Time.

Resident Engineer - The authorized representative of **Engineer** who is assigned to the site or any part thereof.

Resident Project Representative - Person acting as assistant to the Resident Engineer who is assigned to the site or any part thereof.

Restricted Period - The time period which runs from contract bid advertisement to contract approval by the New York State Office of the State Comptroller.

Retainage - A percentage of a progress payment withheld from a contractor as assurance that all the contract requirements will be satisfactorily completed.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for **Contractor** to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by **Contractor** to illustrate material or equipment for some portion of the Work.

Site - The area within the vertical boundaries of the location where the Contract Documents require Work by **Contractor**.

Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor - An individual, partnership, corporation, joint venture or other combination thereof, having a direct contract with **Contractor** or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion - The Work, or a specified part thereof, has progressed to the point where in the opinion of **Engineer** as evidenced by **Engineer's** definitive Certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents (with the exception of the minor items identified during inspection described in paragraph 13.6 of the General Conditions), so that it can be utilized continuously for the purposes for which it is intended. Substantial Completion of the Work, or specified part thereof, may be achieved either upon completion of Pre-operational Testing or Start-up Testing, depending upon the requirements of the Contract Documents. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Supplier - A manufacturer, fabricator, supplier, distributor, material man or vendor.

Testing, Pre-Operational - All testing, associated trimout activities and specified manufacturer or supplier training required prior to placing the facilities in service, including but not limited to manufacturer or supplier installation checks; leak, disinfection and pressure tests; removal or erection of temporary components; tie-ins; flushing and chemical/mechanical cleaning operations; specified performance tests; and other necessary non-operating adjustments, cold-alignment checks, corrections, housekeeping and spare parts stocking required of **Contractor** to demonstrate to **Department** and **Engineer** that individual components of the Work have been properly erected and do operate in accordance with the Contract Documents, and that they can be placed in service and utilized continuously for their intended purposes.

Testing, Start-Up - Follows Pre-operational Testing. Start-up Testing commences by placing portions of the Work in service under interim conditions, continues through initial utilization of the facilities under design media, and culminates with predefined trial utilization tests during which **Contractor** is to operate the Work, or specified parts thereof, under actual and simulated operating conditions and performing as defined in the Contract Documents, for the purposes of: a) making such minor adjustments and changes as may be found necessary to comply with the requirements of the Contract Documents, and b) complying with the Start-up Test requirements outlined in the Contract Documents.

Total Float - Number of working days by which a part of the Work identified in the progress schedule may be delayed without necessarily extending the corresponding Contract Time, or Contract Times.

Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed under ground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, chemicals, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Work - Any and all obligations, duties, responsibilities, labor, materials, equipment, temporary facilities, and incidentals, and the furnishing thereof necessary to complete the construction assigned to, or undertaken by **Contractor** pursuant to the Contract Documents. Also, the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

SECTION III

Bidding Information and Requirements

ARTICLE 1 - Address for Notices

It is understood and agreed between the parties that **Department's** Representatives for the implementation of this Agreement, or for approval and direction called for therein, shall be the individuals named in Article 2 of Section IV, "Supplementary Bidding Information and Requirements."

Whenever it is provided in this Agreement that notice shall be given or other communications sent to **Department**, such notices or communications shall be delivered or sent to the Project Manager at the address set forth in Article 2 of Section IV, "Supplementary Bidding Information and Requirements." However, the Bid submittal should be addressed as stated in Article 3 below.

ARTICLE 2 - Interpretation of Bidding Documents

No interpretation of the meaning of the Bidding Documents will be made orally: all questions regarding the intent or meaning of the Bidding Documents shall be submitted in writing to the Project Manager at the address set forth in Article 2 of Section IV, "Supplementary Bidding Information and Requirements". The reply to the same, when deemed necessary, will be sent by addendum to all persons who have purchased Bidding Documents. To be given consideration, all inquiries must be received in writing at the above address at least **ten** days prior to the date fixed for the opening of Bids. Any and all interpretations and any supplemental instructions will be in the form of written Addenda which, if issued, will be sent by certified or registered mail with return receipt requested or telegraph, to all purchasers of Bidding Documents at the respective addresses furnished for such purposes. Failure of any Bidder to receive any such Addenda shall not relieve said Bidder from any obligation under its Bid as submitted. All Addenda so issued shall become part of the Bidding Documents.

All pre-bid inquiries answered by means other than Addenda shall not be binding.

ARTICLE 3 - Bid Instructions

Department invites sealed Bids on the forms attached hereto, and submitted in the envelopes provided to: Division of Management and Budget Services, New York State Department of Environmental Conservation, 10th Floor, 625 Broadway, Albany, New York, 12233-5027, **Attn.:** Bureau of Expenditures.

The outside of the envelopes must bear the name and address of the Bidder, the Project name and Project designation number from the cover of the specification book, and be clearly marked as "Bid."

Department may consider non-responsive any Bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or irregularities in or may reject any or all Bids. Bids that are illegible or that contain any omission, erasures, alterations, additions, conditions, or items not called for in the Bidding Documents or that contain other irregularities of any kind, may be rejected as non-responsive. The failure or omission of any Bidder to obtain or examine any form, instrument, document or Bidding Documents or any part thereof, shall in no way relieve any Bidder from any obligation in respect to its Bid. Complete sets of Bidding Documents shall be used in preparing Bids; neither **Department** nor **Engineer** assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

Department is responsible for providing Addenda only to those persons or firms listed in its plan sales ledger as having purchased Bidding Documents from **Department**. Persons or firms which obtain Bidding Documents from sources other than **Department** bear the sole responsibility for obtaining any Addenda issued for the Project.

Department and **Engineer** make copies of Bidding Documents available only for the purpose of obtaining Bids on the Work and do not authorize any other use of the Bidding Documents.

Each Bid must be submitted on the official form which is furnished by **Department**. All blank spaces in the Bid must be filled in as noted, and no change shall be made in the phraseology of the Bid or in the items mentioned therein.

The Bidder shall sign, in the space provided in the Bid form, with his or her usual signature. An officer of a corporation or a member of a partnership signing for the Bidder, shall place his or her signature and title after the word "By" under the name of the **Contractor**. The same procedure shall apply to the Bid of a joint venture by two or more Bidders; however, if the signature is by an agent or attorney-in-fact for the joint venturers, then the Bid shall be accompanied by evidence of his or her authority to act on behalf of all of the joint venturers.

The Bidder shall complete that portion of the Bid form requesting a statement of the Addenda which have been received, by Addenda number and date. If no Addenda have been received, insert the word, "NONE." Failure to complete this portion of the Bid form may result in a bid being declared non-responsive at **Department's** option.

Each Bid shall specify in words and figures, the correct gross sum, in the manner hereafter described for which the Work shall be performed according to the Bidding Documents together with a unit price expressed in words and figures for each separate items for which such a price is required. The lowest Bid shall be determined by **Department** on the basis of the total sum for which the entire Work will be performed, arrived at by a correct computation of all items specified in the Bidding Documents at the prices stated in the Bid. **Department** reserves the right to reject any Bid in which the Bid prices appear to constitute an unbalanced Bid for the work.

In the event there is a discrepancy in any Bid between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy in any Bid between the prices written in figures and the unit or lump sum prices written in words, the prices written in words shall govern. **Department** may reject as non-responsive bids which do not contain a price for every numbered item contained in the Bid form, or may insert a zero for every numbered item that doesn't contain a price.

Unless **Department** gives instructions to the contrary, the Bidder shall use no more than three decimal places in the cents column under unit Bid price items. If Bidder uses more than three decimal places without such instructions, **Department** may round off the Bid item to three decimal places.

The Bidder is responsible for examining supplemental information which is available for inspection at the address for notices in Article 1 of this Section.

Department will not accept any Bid which has been transmitted via Facsimile, Telephone, Telegraph or which has been received after the designated bid opening time except where there is evidence that the bid arrived on time, but was mishandled by the **Department**. A late Bid will be returned unopened with notification of the reason for non-acceptance.

Bids will only be accepted from Bidders who have purchased Contract Documents from **Department**.

Permissible Contacts During a Procurement and Prohibition of Inappropriate Lobbying Influence - Pursuant to State Finance Law §139-j and §139-k, this contract includes and imposes certain restrictions on communications between a Governmental Entity and an Offerer/Bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit bids through final award and approval of the Procurement Contract by the Department of Environmental Conservation (Department) and, if applicable, Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified on page I-1 of Section I, Advertisement and Notice to Bidders. Department employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements, including a copies of the new lobbying law, can be found at <http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>.

ARTICLE 4 - Modification or Withdrawal of Bid

Permission will not be given to modify or explain by letter, telegram, telephone or otherwise, any Bid after it has been deposited with **Department** except that a Bid may be withdrawn, modified, and resubmitted prior to the date and time for opening the Bids. After such date and time, no Bid may be withdrawn by a Bidder except as provided by law, and provided further that: 1) the Bidder files a duly signed written notice of a Bid mistake with **Department** within two business days after the day of the Bid opening, and 2) within 3 business days thereafter demonstrates to the reasonable satisfaction of **Department** that there has been a material and substantial mistake in the preparation of the Bid. If these two conditions are not met, then the bid bond would be forfeited.

Prior to submittal of Bid, a Bidder may alter or correct a unit price, or a lump sum item, which has been entered on the Bid form by crossing out the entry, entering the new figure above or below the crossed-out entry, and initialing on the line of change. The crossing out of entries shall be with ink, or typed. All new entries and initials shall be legibly handwritten with ink, or typed. Any ambiguity arising from entries altered or corrected on the Bid Form may be cause for **Department's** rejection of the Bid as non-responsive.

If the Bid is made by an individual, the business address shall be given. If made by a corporation, the names and business addresses of the president, secretary and treasurer shall be given. If made by a partnership, the names and business addresses of the partners shall be given.

Department reserves the right to disqualify Bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.

All Bids submitted by an individual, firm or partnership, a corporation or association which submits more than one Bid for the same Work under the same or different name shall be rejected.

ARTICLE 5 - Required Bid Submittals

The following are to be submitted within the time periods indicated. At the option of **Department**, failure to make or amend a submittal will constitute proof that the Bidder has abandoned all rights and interests in the contract; that the Bid Security is forfeited to **Department** as liquidated damages; and that the Work may be awarded to another Bidder in a manner consistent with Law.

- a) The following items are to accompany Contractor's Bid to **Department**:
- Form of Bid filled out
 - Bid Bond or Certified Check
 - Non-Collusion Certificate
 - MacBride Fair Employment Principles (signed)
 - Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and § 139-j (6) (b) (signed)
 - Use of Best Available Retrofit Technology (BART) and Ultra Low Sulphur Diesel (ULSD) Provision (signed)
 - Offerer Disclosure of Prior Non-Responsibility Determinations (signed)
- b) The following items shall be submitted within **5 days** of notification that the Bidder is the apparent low Bidder:
- Off-site permitted facility to receive material along with a copy of the facilities permit
 - Plan of Operations (Work Plan) and Progress Schedule, Health and Safety Plan, Sampling Plan, and QA/QC Plan
 - Statement of Surety's intent, complete and signed by and duly authorized surety company licensed to do business in the State of New York
 - A copy of the proposed site Pollution Liability insurance policy demonstrating that the bidder has the required \$1 million of Pollution Liability insurance and the additional \$4 million (for a total of \$5 million) of Pollution Liability insurance if required by the **Department** on a specific project basis. If the Bidder is unable to obtain the \$4 million of site specific Pollution Liability insurance, Department requires letters from three (3) sureties stating that the additional Pollution Liability insurance is unavailable.
 - A description of projects completed by Bidder documenting its experience in this type of work
 - Proof of Availability of insurance or Certificate of insurance with endorsements including written verification that the insurance carrier(s) are licensed in New York State. Licensed insurance carriers can be verified at <http://www.ins.state.ny.us/>. If the Contractor proposes to use non-admitted carrier(s) for pollution or professional liability insurance, then three declinations on forms required by New York State Insurance Regulation 41 (i.e., Part A - Affidavit by Excess Line Broker or Part C - Affidavit by Producing Broker) must be submitted. Pollution or professional liability insurance provided by excess line carriers shall be from a carrier who is a member of the Excess Line Association of New York (ELANY). All other insurance must be through carriers licensed to do business in New York State. All carriers must be properly identified by complete name, address, National Association of Insurance Commissioners (NAIC) number and whether or not they are a member of ELANY (if applicable) in the submittal. Refer to Article 4, Bonds and Insurance, of the General Conditions for additional information.

- NYS Uniform Contracting Questionnaire (completed) or affidavit of no change (if appropriate)
 - Policy Statement and M/WBE Workplan
 - Any other information that demonstrates the Bidder's ability to perform the work described herein
 - Low bidders may be asked to submit additional information to demonstrate competency
- c) The following items shall be submitted by the apparent low Bidder within **14 days** from the date of the Notice of Intent to Award letter from **Department**:
- Executed Agreement (six copies with original signatures)
 - Performance Bond with Power of Attorney & Surety Financial Statement (original and five copies)
 - Labor & Materials Bond with Power of Attorney & Surety Financial Statement (original & five copies)
 - Bid Breakdown of Items (original)
 - Certificates of Insurance (original and five copies)
 - Consultant/Contractor Detailed M/WBE-EEO Utilization Plan (original and five copies)

ARTICLE 6 - Bid Security and Bonds

Bid Security shall be made payable to **Department** in an amount not less than five percent (5%) of the Bidder's gross sum Bid. The Bid Security shall be in the form of either a certified or bank check upon an incorporated bank or trust company, or a Bid Bond issued by a surety satisfactory to **Department**.

Department will accept only Bonds from a surety company licensed to write Bonds of such character and amount under the laws of New York State and which are listed on the U.S. Treasury Department Circular 570.

Attorneys-in-fact who sign Bonds shall file with such Bonds a certified copy of their Power of Attorney to sign Bonds and to conduct business in the State of New York.

The Bid Security of a Bidder awarded a Contract for the Work will be retained until such Bidder has executed the Agreement and furnished the required bonds and insurance, whereupon the Bid Security will be returned. If the Bidder fails to execute and deliver the Agreement, other required documents and furnish the required bonds and insurance within fourteen (14) days after the Notice of Intent to Award, **Department** may annul the Notice of Intent to Award, and the Bid Security of that Bidder will be forfeited to **Department**. The Bid Security of any Bidder whom **Department** believes to have a reasonable chance of receiving the award may be retained by **Department** until the earlier of the 45th day after the Bid opening or seven (7) days after the Effective Date of the Agreement, whereupon Bid Security furnished by such Bidders will be returned. Bid Security of other Bidders will be returned after the Bid opening.

ARTICLE 7 - Approval of "or Equal" or Substitution Equipment, Systems or Items

There shall be no approval given by **Engineer** during the bidding period or prior to Award of Contract for any "or equal" or substitution equipment, systems or items.

ARTICLE 8 - Other Contracts and Occupancy

Department may award other contracts in connection with this Work. **Contractor** shall not have exclusive occupancy of the real property within or adjacent to the limits of the Work.

In case of interference between the operations of utility owners and different contractors, **Department** will be the sole judge of the rights of each contractor and the sequence of work necessary to expedite the completion of the entire Project. In all such cases, **Department's** decision shall be accepted as final.

ARTICLE 9 - Taxes

Department is exempt from the payment of sales and compensating use taxes of the State of New York and of cities and counties on all materials, equipment and supplies sold to **Department** pursuant to this Contract. Also exempt from such taxes are purchases by **Contractor** and its Subcontractors of materials, equipment and supplies to be sold to **Department** pursuant to this Contract, including tangible personal property to be incorporated in any structure, building or other real property forming part of the Project. These taxes are therefore not to be included in the Bid. The cost of all other taxes under the Contract shall be included in the Bid prices for the several items of the Contract.

ARTICLE 10 - Experience and Financial Statements

In accordance with New York State Executive Order No. 170, a Contract shall only be awarded to a responsible Bidder capable of performing and completing the Work in a satisfactory manner. The **New York State Uniform Contracting Questionnaire**, which is included in Section V, "Bid Forms and Attachments" must be completed and submitted to **Department** by the apparent low Bidder within five (5) days after the apparent low Bidder has been so notified. The completed questionnaire or the affidavit of no change (if appropriate) must be addressed to:

NYS Department of Environmental Conservation
Division of Environmental Remediation
Remedial Bureau E, Section A
625 Broadway, 12th Floor
Albany, NY 12233-7017

The envelope should be clearly marked "NYS Uniform Contracting Questionnaire." Failure of the apparent low Bidder to timely submit the complete, properly executed questionnaire within five (5) days may result in disqualification.

Before **Department** will consent to any subcontracts over \$10,000, the proposed subcontractor must submit the complete, properly executed "NYS Uniform Contracting Questionnaire" through **Contractor**. Any delay in the progression of work caused by the failure of a subcontractor to comply with these requirements will be attributable to **Contractor** and any additional costs will be **Contractor's** responsibility.

The low Bidder shall demonstrate its responsibility to perform and complete Work by submitting a statement of its experience and the experience of any Subcontractor which the low Bidder intends to use to perform the Work.

Department may require the low Bidder to further demonstrate its responsibility to perform and complete Work by submitting an additional experience and financial statement or information seven (7) days after bid opening or within seven (7) days of **Department** request, which shall include at a minimum, information pertaining to the Bidder's financial resources. The submitted financial information shall be certified by a Certified Public Accountant, and shall be submitted in the form required by **Department**. This can also apply to **Contractor's** subcontractors.

ARTICLE 11 - Preliminary Progress Schedule

The Preliminary Progress Schedule shall consist of three copies of a narrative description and a time-scaled critical path method diagram or bar chart diagram as specified in the Contract Documents. The narrative in the Preliminary Progress Schedule shall describe the order in which Bidder proposes to perform the Work pursuant to the specified Contract Time(s) and Work sequence conditions indicated in or required by the Bidding Documents. It shall also indicate proposed starting and completion dates for Work expressed in terms of days elapsed from the Notice to Proceed associated with each division of the Specifications within each major structure or geographical area of Work. Activities shall further identify significant submittals, approvals and associated deliveries, significant testing, major **Department** responsibilities, and responsibilities of affected utilities and third parties. The narrative shall include monthly percentages of completion for the Work in relation to the rate of progress anticipated in the Preliminary Progress Schedule.

ARTICLE 12 - Bid Breakdown

The Bid breakdown shall be submitted by the apparent low Bidder within fourteen (14) days after the date of the Notice of Intent to Award letter. Discrepancies, ambiguities or conflicts in the Bid breakdown shall be resolved in accordance with the terms and conditions set forth in Article 15 of the General Conditions.

A Bidder submitting a Bid breakdown and awarded a Contract for the Work agrees and understands that those prices for separable parts of the Work disclosed on the Bid breakdown, where they are applicable and determined to be reasonable by **Department** may be used for the purposes of: a) measurement and payment, b) increase(s) or decrease(s) in the Contract Price due to adjustments in quantities to the separable parts of the Work, and c) Change Orders or Proposed Change Orders which add or deduct like Work.

ARTICLE 13 - Subsurface and Technical Information

If boring logs and other subsurface information were made available for the inspection of Bidders, please note that such data were obtained with reasonable care and were recorded in good faith by **Department**, **Engineer** or the **Design Engineer**.

The soil and rock descriptions shown are as determined by a visual inspection of the samples from the various explorations unless otherwise noted. The observed water levels and/or water conditions indicated thereon are as recorded at the time of the exploration. These levels and/or conditions may vary considerably, according to the prevailing climate, rainfall and other factors, including the passage of time.

Similarly, data concerning leachate were obtained with reasonable care and recorded in good faith. The location and concentrations of leachate may vary considerably according to the prevailing climate, rainfall and other factors, including the passage of time. Bidders may rely upon accuracy of the subsurface technical data as to where (location) and when (exact time) data was obtained; but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof.

When reports showing data obtained by investigations and tests at the site by **Department, Engineer** or the **Design Engineer** are included with the Bidding Documents, or made available to Bidders as set forth in the Bidding Documents, it is expressly understood and agreed that technical data, but not any non-technical data, interpretations or opinions contained in such reports, are incorporated by reference into the Contract Documents. Bidders may rely upon the accuracy of all such technical data contained in such reports as to where (location) and when (exact time) such technical data was obtained, unless the Bidding Documents limit any other basis upon which such technical data may be relied upon. It is further expressly understood and agreed that the use of any technical data contained in such reports is subject to all of the conditions and limitations set forth in the Bidding Documents.

Subsurface and technical information is made available to Bidders in good faith so that they may be aware of the information utilized for design and estimating purposes. **Department** makes no representations or warranties, express or implied, as to the completeness of this information or data, nor is such disclosure intended as a substitute for personal investigations, interpretations, and judgment of the Bidder.

ARTICLE 14 - Underground Facilities

The locations of Underground Facilities were ascertained with reasonable care and recorded in good faith from various sources, including the records of municipal and other public service corporations, and therefore such locations may only be approximate. **Department** does not assume responsibility for the accuracy or completeness of such locations.

ARTICLE 15 - Examination of Bidding Documents and Site

It is the responsibility of each Bidder, before submitting a Bid to: a) examine the Bidding Documents thoroughly, b) visit and visually inspect the site during the Pre-Bid Conference required pursuant to Article 3 of Section IV, "Supplementary Bidding Information and Requirements," c) become familiar with local conditions that may affect cost, schedule, performance or furnishing of the Work, d) become familiar with applicable Laws that may in any manner affect cost, schedule, performance or furnishing of the Work, e) study and carefully correlate Bidder's observations with the Bidding Documents, and f) notify the Project Manager identified in Article 1 of this section promptly after discovering any conflicts, ambiguities, errors or inconsistencies in the Bidding Documents.

It is the responsibility of each Bidder to obtain any additional documents, information or data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site which may affect cost, schedule, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the Bidding Documents.

The submission of a Bid constitutes an incontrovertible representation by Bidder that Bidder has taken steps reasonably necessary to ascertain the nature and location of the Work, and that Bidder has investigated and accounted for in the preparation of the Bid: a) Governmental requirements and all reasonably foreseeable general and local conditions that may affect cost, schedule, performance or furnishing of the Work. Examples of such conditions include: 1) conditions bearing upon the transportation, disposal, handling and storage of materials, 2) the availability and suitability of labor, water, electric power, telephone, sanitary services, and roads, 3) weather, river stages, tides or similar conditions at or contiguous to the site, 4) physical conditions of the site, and 5) the character of equipment and facilities needed preliminary to and during Work performance, b) character, quality and quantity of surface, subsurface and Underground Facilities at or contiguous to the site insofar as this information is reasonably ascertainable from the Drawings and Specifications included as part of the Bidding Documents, from the reports referenced in the Supplementary Bid Information and from the documents, information and data regarding physical conditions at or contiguous to the site obtained by Bidder,

and c) Bidding Documents to be sufficient in scope and detail to indicate and convey understanding of all terms and conditions affecting cost, schedule, performance and furnishing of the Work.

Any Failure to take the actions described in this Article will not relieve that Bidder from responsibility for estimating properly the difficulty, cost of, and schedule for successfully performing the Work, or from performing the Work successfully without an increase in Contract Price or an extension in Contract Time.

Department, Engineer, or Design Engineer do not assume any responsibility for any conclusions or interpretations made by any Bidder based on the information made available by the Bidding Documents. Nor does **Department**, or **Engineer** assume any responsibility for any understanding reached or representation made concerning conditions which can affect the cost, schedule, progress, furnishing and performance of the Work prior to execution of the Contract, unless that understanding or representation is expressly stated in the Bidding Documents.

In an itemized contract, the estimate of quantities of work to be done and materials to be furnished is approximate and is given only as a basis of calculation upon which the award of the contract is to be made.

Department does not assume any responsibility that the quantities estimated will be the actual quantities required; **Contractor** may not claim misunderstanding or deception because of such estimates of quantities or of the character of the work, location, or other condition pertaining thereto. **Department** may increase or diminish any or all of the quantities of work mentioned above or omit any of them, as deemed necessary.

ARTICLE 16 - Subcontractors, Suppliers or Others

Unless otherwise agreed in writing by **Department**, **Contractor** shall subcontract no more than the percentage (%) of the total cost of the work under its contract as may be provided by the Contract Documents in Article 7 of Section IV, "Supplementary Bidding Information and Requirements". Procedures for approval of Subcontractors, Suppliers or other persons or organizations, after execution of the Agreement, are set forth in the General Conditions and the Supplementary Conditions.

ARTICLE 17 - Award of Contract

The Contract(s) will be awarded to the lowest, responsive and responsible Bidder(s) that has prepared acceptable required submittals, in the opinion of **Department**, as stipulated in Article 5 of this Section.

To the extent permitted by applicable Law, **Department** reserves the right to reject any and all Bids, to waive any and all informalities or irregularities, to disregard all nonconforming, nonresponsive, or conditional Bids, or to re-advertise for Bids.

In order to be considered responsive, a Bid shall be completed, signed and be responsive in all respects to the Bidding Documents unless informalities are waived by **Department**.

In order to be considered responsible, a Bidder must establish to the complete satisfaction of **Department** and **Engineer**, as a minimum, that it has adequate and satisfactory experience and financial resources to meet the obligations under the Contract and award of the Contract would be in the best interest of the State. A Bidder's prior experience shall be considered satisfactory when among other factors, its performance of prior work was timely, of good quality, in compliance with any contract requirements including contracted costs and schedule, and in compliance with applicable Law. The Bidder must have a minimum of three (3) years satisfactory experience in construction of the work to be performed.

Department may conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility in terms of satisfactory experience and financial ability of the Bidder, and of any proposed subcontractors. **Department** may reject the Bid of any Bidder which it deems not to be responsible and may reject performance of Work by any Subcontractor which it deems is not responsible.

It is the intention of **Department** that the work will be awarded within 45 calendar days after the opening of bids to the lowest responsive, responsible Bidder whose bid conforms to the requirements of the Contract Documents. Bids may not be withdrawn, altered or revoked during this 45 day period except as provided by law and specified within Article 4. Even after the expiration of such 45 day period, **Department** may accept a Bid and award the work to any Bidder whose bid has not been unequivocally withdrawn or revoked prior to the mailing of written Notice of the Award to the successful Bidder. For purposes of the preceding sentence, withdrawal or revocation of a Bid shall not occur until **Department** receives an unequivocal written statement to that effect.

ARTICLE 18 - Time is of the Essence

Time is of the essence for the performance of Work required by the Contract Documents.

ARTICLE 19 - Applicability of Federal, State and Local Law

Any Bid and any contract awarded pursuant to a Bid shall be subject to and governed by applicable Law.

It is the responsibility of each Bidder to be informed of and comply with Federal, State and local Laws, affecting the cost, schedule, progress, performance or furnishing of the Work. This requirement includes, but is not limited to, applicable regulations concerning minimum wages, nondiscrimination in employment, affirmative action, protection of public and employee safety and health, environmental protection, fire protection and permits, and fees and licensing.

ARTICLE 20 - M/WBE and EEO Requirements

The selected Bidder shall be required to make good-faith efforts to subcontract at least the percentage stipulated in Section IV, "Supplementary Bidding Information and Requirements", of the contract price to NYS Certified Minority Business Enterprise(s) (MBE) and Women Business Enterprise(s) (WBE), respectively.

The M/WBE and EEO provisions of Appendix B are required provisions for this contract. The Bidder is required to comply with State regulations 9NYCRR Part 543 entitled, "Requirements and Procedures Regarding Business Participation Opportunities for Minorities and Women on State Contracts."

In accordance with Executive Law Article 15-A, **Department** is required to make available the NYS Directory of Certified Minority and Women Owned Business Enterprises. Empire State Development has put the Minority and Women's Business Development Directory on the Internet at www.empire.state.ny.us.

The new system will be available seven (7) days a week, 7:00 a.m. to 10:00 p.m. and the information will be updated daily. Support will be available from 9:00 a.m. to 5:00 p.m., Monday through Friday, except for NYS holidays. If assistance is needed call (518) 474-1979. For additional information and assistance regarding NYS Certified M/WBE's, please contact Michele June of the Department's Minority and Women's Business Programs Unit at (518) 402-9311.

Pursuant to New York State Executive Law Article 15-A and the attending rules and regulations, an approvable M/WBE and EEO Workplan shall be required within two weeks of the award of a contract. The workplan is requested to state the M/WBE and EEO goals, the areas of work to be considered for solicitation of M/WBE firms, and a listing of M/WBE firms to be used to supply identified subcontracting work/supplies. A Contractor Detailed EEO and M/WBE Workplan form is included and shall be incorporated into the contract.

Contractor shall be required to provide equal opportunities to minorities and women with regard to all jobs necessary for the performance of work or contracts required by the project. In doing so, **Contractor** agrees to make good-faith efforts to employ minorities and women for at least the percentage stipulated in Section IV, "Supplementary Bidding Information and Requirements" of the work force hours required for the completion of the project. Different occupational category work force participation goals may be used to meet these overall goals for work force participation. **Contractor** shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, or marital status, and shall undertake or continue existing programs of affirmative action to ensure that minority group persons and women are afforded equal opportunity without discrimination. Such programs shall include, but not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

As required by **Department**, **Contractor** shall request of each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding and which is involved in the performance of the contract with the Agency to furnish a written statement that such employment agency, labor union, or representative shall not discriminate because of race, creed, color, national origin, sex, age, disability, or marital status, and that such union or representative will cooperate in the implementation of **Contractor's** obligations hereunder.

Contractor shall include the provisions of Appendix B (VII) in every subcontract or purchase order in such a manner that the subcontractor shall be required to comply with such provisions with respect to its work in conjunction with the contract with **Department**.

ARTICLE 21 - Permissible Contacts During a Procurement and Prohibition of Inappropriate Lobbying Influence

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005 (collectively referred to as the "Lobbying Law"), makes major changes to the Legislative Law and State Finance Law relative to lobbying on government procurements. More specifically, the Lobbying Law creates two new sections in the State Finance Law: Section 139-j addresses restrictions on "contacts" during the procurement process; and Section 139-k addresses the disclosure of contacts and the responsibility of offerers¹ during the procurement process. The Lobbying Law applies to all procurements initiated on or after January 1, 2006. In this regard, a procurement means a contract or agreement involving an annual expenditure in excess of \$15,000 for a commodity, service, technology, public work, or construction; purchase, sale or lease of real property; or revenue contract.

In conformity with the Lobbying Law, during a procurement's restricted period² the only New York State Department of Environmental Conservation (Department) officer(s) or employee(s) that the offerer may "contact" is/are the Department designated contact person(s) for that procurement. In this regard, "contact"

¹ Individual or entity, or any employee, agent, consultant or person acting on behalf of such individual or entity, that contacts the Department about a procurement during the restricted period.

² The period of time commencing with the earliest written notice, advertisement or solicitation of a Request for Proposals (RFP), Invitation for Bids (IFB), solicitation of proposals or any other method for soliciting responses from offerers intending to result in a procurement contract by the Department, and ending with the final contract award and approval by the Department, and the Office of the State Comptroller (if required).

means any oral, written, or electronic communication under circumstances where a reasonable person would infer that the communication was intended to influence a procurement. Exceptions to this rule include:

- submission of a written proposal in response to an RFP, IFB or any other solicitation method;
- submission of written questions as part of an RFP, IFB or other solicitation method where all written questions and written responses will be provided to all offerers;
- participation in a pre-proposal or pre-bid conference scheduled as part of an RFP, IFB or other solicitation process;
- written complaints by an offerer that the Department designated contact for a procurement fails to respond to in a timely manner;
- negotiations with the Department following tentative award;
- contacts between designated Department staff and offerer to request the review of a contract award; and
- communications with the Department regarding an appeal, protest or other review of a procurement, participation in an administrative or judicial proceeding regarding a procurement, and complaints regarding a procurement made to the Attorney General, Inspector General, District Attorney, or State Comptroller.

An offerer shall not, under any circumstances, attempt to influence a Department procurement in a way that violates or attempts to violate: Public Officers Law Section 73(5), relating to gifts intended to influence; or Public Officers Law Section 74, relating to the code of ethics for employees of state agencies, public authorities and public benefit corporations, members of the New York State Legislature, and Legislative employees.

An offerer who contacts the Department designated contact person for a procurement during the restricted period must be prepared to provide the following information: name, address, telephone number, place of principal employment and occupation of the person or organization making the contact, and whether the person/organization making the contact is the offerer or is retained, employed or designated by or on behalf of the offerer to appear before or contact the Department about the procurement.

An offerer that submits a proposal, bid or other response to a Department RFP, IFB or other solicitation method must: certify that it understands and agrees to comply with these guidelines regarding permissible contacts during a procurement and the prohibition of inappropriate lobbying influence; and disclose whether any governmental entity has, within the prior four years, found the offerer non-responsible due to a violation of the Lobbying Law or the intentional provision of false or incomplete information. Further, all Department procurement contracts will contain: a certification by the offerer that all information provided to the Department with respect to the Lobbying Law is complete, true and accurate; and a provision authorizing the Department to terminate the contract in the event such information is found to be intentionally false or incomplete.

The Department will investigate all allegations of violations of the Department guidelines regarding permissible contacts during a procurement and the prohibition of inappropriate lobbying influence. A finding that an offerer has knowingly and willfully committed such a violation may result in a determination that the offerer and its subsidiaries are non-responsible and therefore ineligible for award of the procurement contract. A second determination of non-responsibility for such a violation within four (4) years of the first such determination may render the offerer and its subsidiaries ineligible to submit a bid or proposal or be awarded a procurement contract for four (4) years from the date of the second determination. The Department will notify the New York State Office of General Services (OGS) of any determination of non-responsibility or debarments due to violations of the Lobbying Law.

If you require further guidance on the new Lobbying Law, you are encouraged to visit the Advisory Council on Procurement Lobbying website at the following address:

<http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>, where Frequently Asked Questions (FAQ's) and answers adopted by the council have been posted. A copy of the new Procurement Lobbying Law is also available on this website.

SECTION IV

Supplementary Bidding Information and Requirements

ARTICLE 1 - Location and Description of Project

The Site Number of this project is **1-52-123**. The Project is located **at 1348 Speonk-Riverhead Road in the Town of Southampton, Suffolk County**. Access to the site is from **Old Country Road** (Refer to Site Location Map on Page IV-3).

This Project includes, but is not necessarily limited to, the excavation and offsite disposal of approximately 9,600 cubic yards of non-hazardous material and approximately 8,800 cubic yards of hazardous material contaminated with inorganic compounds.

ARTICLE 2 - Department Representatives

NAME	ADDRESS
<u>Mr. Robert Knizek,</u>	Designated Representative, <u>625 Broadway-12th Floor, Albany, NY 12233-7017</u>
<u>Mr. George W. Harris,</u>	Section Chief, <u>625 Broadway-12th Floor, Albany, NY 12233-7017</u>
<u>Mr. David J. Chiusano,</u>	Project Manager, <u>625 Broadway-12th Floor, Albany, NY 12233-7017</u>
<u>To Be Determined,</u>	Project Field Representative, <u>To Be Determined</u>

ARTICLE 3 - Pre-Bid Conference

A pre-Bid conference will be held on **Tuesday, January 5, 2010, at the Site, at 11:00 A.M. E.S.T.** to view the Project area. The pre bid conference is held to discuss the requirements of the Bidding Documents, the protocols for performing the work and the conditions existing at the work site, and to provide for visual inspection of the Site by Bidders. Bidders will be required to sign an attendance sheet to document their presence at the mandatory pre-bid conference. **Department will accept Bids only from those bidders who attend this conference.**

ARTICLE 4 - Additional Bid Submittals

None

ARTICLE 5 - Other Available Documents

The following items are available for contractor's review in preparing the Bid:

- 1) **Amended Record of Decision**, dated October 2009, prepared by the New York State Department of Environmental Conservation.
- 2) **Supplemental Pre-Design Investigation Report**, dated July 2009, prepared by AECOM Environment.
- 3) **Pre-Design Investigation Report**, dated March 2007, prepared by Earth-Tech Northeast, Inc.

ARTICLE 6 - M/WBE-EEO Utilization Plan

- a) The M/WBE-EEO Utilization Plan shall be sent directly to:

NYS Department of Environmental Conservation
Division of Management and Budget Services
Minority and Women's Business Programs Unit, 10th Floor
625 Broadway
Albany, New York 12233-5028
ATTENTION: Christopher Hale

- b) The selected bidder shall be required to make good faith efforts to subcontract at least **21.5** percent and **13.7** percent of the contract price to NYS Certified M/WBEs, respectively.
- c) **Contractor** shall be required to provide equal opportunities to minorities and women with regard to all jobs necessary for the performance of work or contracts required by the project. In doing so, **Contractor** agrees to make good-faith efforts to employ minorities for at least **ten (10)** percent of, and women for at least **ten (10)** percent of, the work force hours required for the completion of the project.

ARTICLE 7 - Subcontracting

The maximum subcontracting allowed for this contract is **40 percent** unless a higher percentage is approved by **Department** in writing.

ARTICLE 8 - Type of Schedule

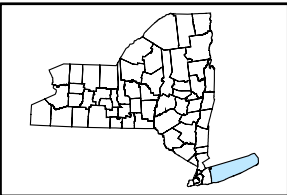
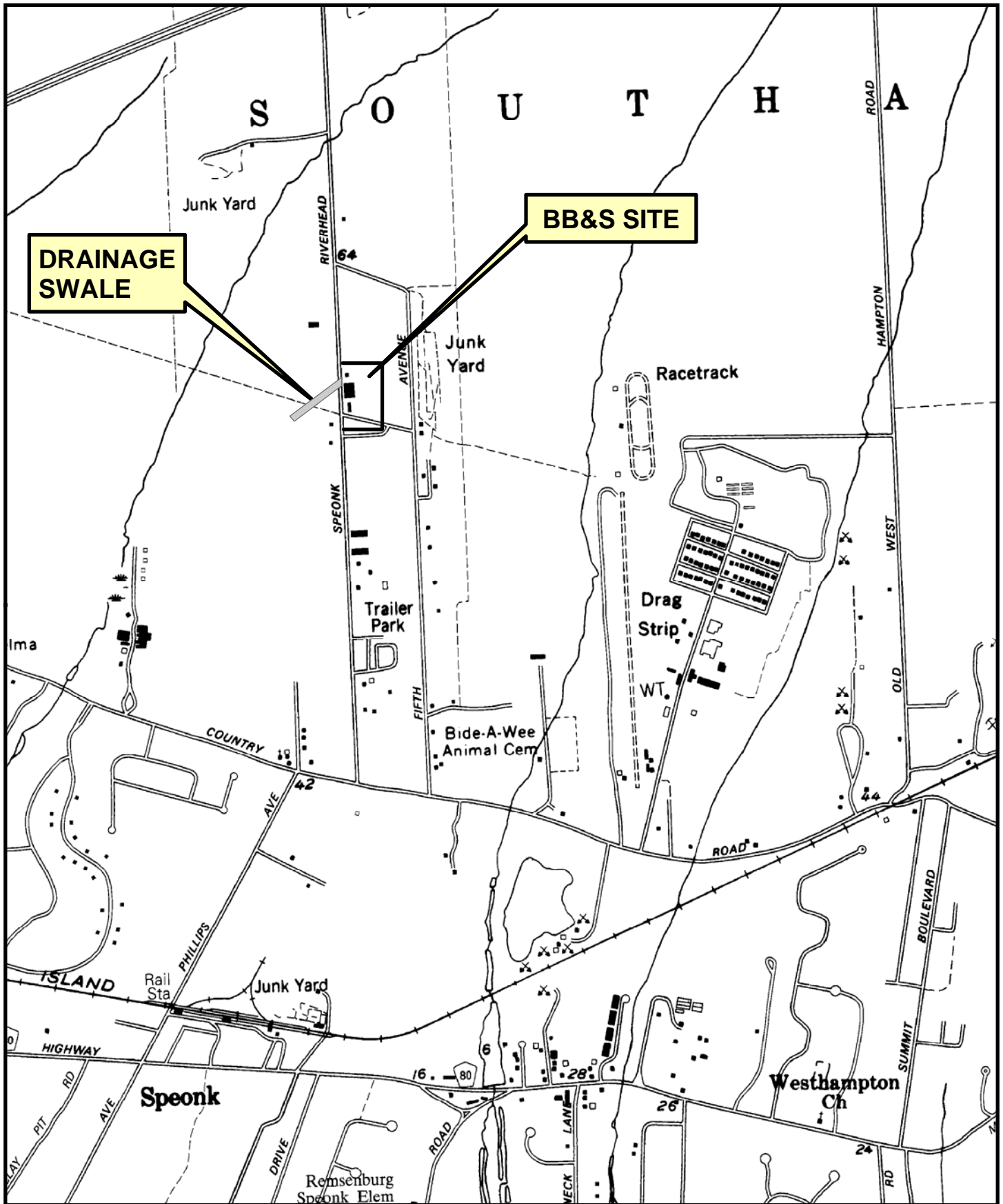
Contractor shall provide **critical path** type of schedule as described in Section X, Spec 00001 - Progress Schedule.

ARTICLE 9 - Wage Rates

The **Department** requires, for the work under this contract, that the **Contractor** and its subcontractor pay at least the prevailing wage rate and pay or provide the prevailing supplements, including premium rates for overtime pay, as issued by the State Labor Department. The current wage rates are included within the contract documents, Section XIII.

“The **Contractor** is responsible for any additional costs related to new determinations of the wage rates. The annual determination of the prevailing rates of wages and supplements are usually published on May 31st of each year and are in effect July 1st through June 20th. New determinations will supersede the original schedule or any prior issued annual determination. Any rate change from a previously issued determination becomes effective July 1st, regardless of whether the new determination has been received by the **Contractor**.”

Every contractor and subcontractor shall submit to the Engineer within thirty days after issuance of its first payroll, and every thirty days thereafter, a transcript of the original payroll records, subscribed and affirmed as true under penalty of perjury, as provided by Article 8, Section 220, of the NYS Labor Law. The Engineer shall receive and maintain such payroll records. The original payrolls and transcripts must be preserved for three years from the date of completion of the project. The current prevailing wage rate schedule must be posted in a prominent and accessible place on the site of the public work project.”



NOTE:
STUDY AREA FOUND ON NYS 7.5 MIN.
EASTPORT QUADRANGLE.

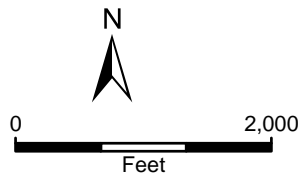


FIGURE 1
SITE LOCATION MAP
BB&S TREATED LUMBER SITE
NYSDEC SITE ID 1-52-123

AECOM

MARCH, 2009

FIGURE 1

SECTION V

ARTICLE 1(a) - Contract Bid Form and Acknowledgment for Construction of the BB&S Treated Lumber Corporation Site Remedial Action

Contract Number: D007631, NYS Site Number: 1-52-123

To The New York State Department of Environmental Conservation

The Bidder hereby declares that either personally or through authorized representative(s), Bidder has carefully examined all Bidding Documents and has personally or through authorized representative(s) inspected the actual location of the work, together with the local sources of supply; and understands all terms and conditions of Bidding Documents. Bidder further understands that in signing this Bid, the right to plead any misunderstanding regarding the same is waived.

Pursuant to and in compliance with the Bidding Documents, the Bidder hereby offers to furnish all labor, materials, supplies, equipment and other facilities and things necessary or proper for, or incidental to the construction and completion of this Contract, as required by and in strict compliance with the applicable provisions of all Contract Documents, for the following unit and/or lump sum prices.

The undersigned shall meet the required submittal time periods listed in Article 5 - Required Bid Submittals of the Bidding Information and Requirements, Section III.

The undersigned hereby designates the following office as the office to which such Notice of Intent to Award and Notice of Award may be mailed, telegraphed or delivered:

Fax Number () _____ - _____

Bid

**New York State Department of Environmental Conservation
BB&S Treated Lumber Corporation Site Remedial Action
Contract Number D007631, NYSDEC Site Number 1-52-123**

<i>Payment Item Number</i>	<i>Description</i>	<i>Unit</i>	<i>Estimated Quantity</i>	<i>Unit or Lump Sum Price</i>		<i>Total Amount (\$)</i>
				<i>Words</i>	<i>Figures</i>	
LS-1	Site Preparation (Limited to 5% of Total Bid)	LS	1			
LS-2	Former CCA Treatment Building and Floor Pit Modifications	LS	1			
LS-3	Former Drip Pad Concrete Floor Slab Restoration	LS	1			
LS-4	Culvert Replacement and Paving	LS	1			
LS-5	Dewatering	LS	1			
LS-6	Removal/Disposal of Former CCA, Former Reverse Osmosis Treatment System, and Boiler Room Equipment	LS	1			
LS-7	Geomembrane Apron	LS	1			

Total Page V-2A: \$ _____
(Price in Figures)

Contractor Authorized Representative

Contractor Name

Date

Bid

**New York State Department of Environmental Conservation
BB&S Treated Lumber Corporation Site Remedial Action
Contract Number D007631, NYSDEC Site Number 1-52-123**

<i>Payment Item Number</i>	<i>Description</i>	<i>Unit</i>	<i>Estimated Quantity</i>	<i>Unit or Lump Sum Price</i>		<i>Total Amount (\$)</i>
				<i>Words</i>	<i>Figures</i>	
LS-8	Frame Storage Building Modifications	LS	1			
LS-9	Monitoring Well Installation	LS	1			

Total Page V-2B: \$ _____
(Price in Figures)

Contractor Authorized Representative

Contractor Name

Date

Bid

**New York State Department of Environmental Conservation
BB&S Treated Lumber Corporation Site Remedial Action
Contract Number D007631, NYSDEC Site Number 1-52-123**

<i>Payment Item Number</i>	<i>Description</i>	<i>Units</i>	<i>Estimated Quantity</i>	<i>Unit or Lump Sum Price</i>		<i>Total Amount (\$)</i>
				<i>Words</i>	<i>Figures</i>	
UC-1	Site Services (Limited to 5% of Total Bid)	DAYS	200			
UC-2	Health and Safety	DAYS	200			
UC-3A	Excavation of Non-Hazardous Soil and Debris	CY	10,400			
UC-3B	Excavation of Hazardous Soil and Debris	CY	8,000			
UC-4	Handling, Transport, and Off-Site Disposal of Non-Hazardous Soil and Debris	TONS	16,275			
UC-5	Handling, Transport, and Off-Site Disposal of Hazardous Soil and Debris	TONS	12,400			

Total Page V-3A: \$ _____
(Price in Figures)

Contractor Authorized Representative

Contractor Name

Date

Bid

**New York State Department of Environmental Conservation
BB&S Treated Lumber Corporation Site Remedial Action
Contract Number D007631, NYSDEC Site Number 1-52-123**

<i>Payment Item Number</i>	<i>Description</i>	<i>Units</i>	<i>Estimated Quantity</i>	<i>Unit or Lump Sum Price</i>		<i>Total Amount (\$)</i>
				<i>Words</i>	<i>Figures</i>	
UC-6	Common Fill	CY	10,200			
UC-7	Topsoil	CY	2,100			
UC-8	Post Excavation Confirmatory Soil Sampling and Analysis (Metals)	EACH	630			
UC-9	Well Decommissioning	LF	335			
UC-10	Restoration- Gravel Surface	SY	28,250			
UC-11	Restoration- Establish Turf	SY	12,600			

Total Page V-3B: \$ _____
(Price in Figures)

Contractor Authorized Representative

Contractor Name

Date

Bid

**New York State Department of Environmental Conservation
BB&S Treated Lumber Corporation Site Remedial Action
Contract Number D007631, NYSDEC Site Number 1-52-123**

<i>Payment Item Number</i>	<i>Description</i>	<i>Units</i>	<i>Estimated Quantity</i>	<i>Unit or Lump Sum Price</i>		<i>Total Amount (\$)</i>
				<i>Words</i>	<i>Figures</i>	
UC-12	Erosion Control Mat	SY	2,500			
UC-13	Stone Fill	CY	100			
UC-14	Chain-Link Fencing	LF	1,890			
UC-15	Monitoring Well Identification Tags, Locks, & Keys	EA	20			
UC-16	Monitoring Wells - Steel Protective Casing Installation	EA	7			

Total Page V-3C: \$ _____
(Price in Figures)

Grand Total Bid: \$ _____
(Total Pages V-2A, V-2B, V-3A, V-3B, and V-3C) (Price in Figures)

Contractor Authorized Representative

Contractor Name

Date

Bid

**New York State Department of Environmental Conservation
BB&S Treated Lumber Corporation Site Remedial Action
Contract Number D007631, NYSDEC Site Number 1-52-123**

<i>Item No.</i>	<i>Item Description</i>	<i>Unit</i>	<i>Estimated Quantity</i>	<i>Unit or Lump Sum Price</i>		<i>Total Amount (\$)</i>
				<i>Words</i>	<i>Figures</i>	
	Pollution Liability Insurance	LS	1			
<p><u>This item is not to be calculated in the base Bid for the project.</u> Contractor is referred to Article 4 of the General Conditions in the Contract Documents. The limits for Pollution Liability Insurance will be the same as defined in Article 4 of the General Conditions. After opening of bids, Department will determine if it is in Department's best interest to have Contractor obtain an additional \$4,000,000 Pollution Liability Insurance on a site specific basis, and if so, Contractor will be paid separately at the actual documented cost to obtain this additional insurance. The Bidder is required to fill in the above price if it can obtain site-specific Pollution Liability Insurance. This Bid amount will be the upper limit for payment of this item. The Department is to be listed on the Bidder's Company Policy as an additional insured at no additional cost to the Department.</p>						

Contractor Authorized Representative

Contractor Name

Date

The undersigned acknowledges the receipt of the following Addenda and agrees to be bound by all Addenda whether or not listed herein.

Accompanying this proposal is bid security in the amount of \$ _____; said security is in the form of \$ _____ certified check or checks, and \$ _____ Bid Bond which shall become the property of the **Department** if this proposal shall be accepted by **Department**, and the undersigned shall fail to execute and return the contract in a timely manner or fail to comply with the requirements of the Bidding Documents.

Date _____

Please Complete Information Requested Below:

The P.O. address of the bidder is:

Federal Identification Number is:

If a Corporation

If a Partnership

(CORPORATE ACKNOWLEDGMENT WITH SEAL)

State of)
County of) s.s.:

On the ____ day of _____, 20 ____, before me personally came _____
to me known, who being duly sworn, did depose and say that (s)he resides in _____, New York;
that (s)he is _____ (*title*) of _____ (*firm*) the
corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal
affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation
and that (s)he signed his(her) name thereto by like order.

Seal

Notary Public

(CORPORATE ACKNOWLEDGMENT WITHOUT SEAL)

State of)
County of) s.s.:

On the ____ day of _____, 20 ____, before me personally came _____,
to me known, who being duly sworn, did depose and say that (s)he resides in _____, New York; that
(s)he is an officer of _____ (*firm*) ; namely, the _____
(*title*) of _____ (*firm*); that (s)he is authorized by the governing body of said corporation to
sign contracts; and that (s)he did sign the foregoing instrument on behalf of, and with authority to bind said corporation.

Notary Public

(CO-PARTNERSHIP ACKNOWLEDGMENT)

State of)
County of) s.s.:

On the ____ day of _____, 20 ____, before me personally came _____
to me known and known to me to be a member of _____, the firm described in and which
executed the foregoing instrument, and (s)he acknowledged to me that (s)he subscribed the name of said firm thereto on behalf
of said firm for the purpose therein mentioned.

Seal

Notary Public

(INDIVIDUAL ACKNOWLEDGMENT)

State of)
County of) s.s.:

On the ____ day of _____, 20 ____, before me personally came _____
_____ to me personally known, and known to me to be the individual described in, and
who executed the foregoing instrument, and (s)he duly acknowledged to me that (s)he executed the same.

Seal

Notary Public

Bidder's/Proposer's Certification (Page 1 of 2)

**Non-Collusive Bidding and Nondiscrimination in Employment in Northern Ireland
MacBride Fair Employment Principles**

BY SUBMISSION OF THIS BID AND BY SIGNING HEREUNDER THE BIDDER/PROPOSER, AND EACH PERSON SIGNING ON BEHALF OF SUCH PARTY CERTIFIES, AND IN THE CASE OF A JOINT BID/PROPOSAL, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

Article 1(b) - Non Collusion, State Finance Law §139-d

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

Article 1(c) - MacBride Fair Employment Principles, State Finance Law §165(5)

- 1) it or any individual or legal entity in which the Bidder/Proposer holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the Bidder/Proposer, either: (answer yes or no to one or both of the following, as applicable).
- 2) Has business operations in Northern Ireland:

Yes _____ or No _____ (check answer) If yes, complete #3
- 3) Shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to non-discrimination in employment and freedom of workplace opportunity, regarding such operations in Northern Ireland and shall permit independent monitoring of its compliance with such Principles. (Check Answer):

Yes _____ or No _____ (check answer)

NOTE: All references to “bid” “bidder” shall be deemed to include “proposer” “proposal.”

Date

Print Name and Title

Signature

Bidder's/Proposer's Certification (Page 2 of 2)

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

BY SUBMISSION OF THIS BID AND BY SIGNING HEREUNDER THE BIDDER/PROPOSER, AND EACH PERSON SIGNING ON BEHALF OF SUCH PARTY CERTIFIES, AND IN THE CASE OF A JOINT BID/PROPOSAL, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

Article 1(d) - State Ethics Law Provision

By submittal of this bid, the undersigned hereby certifies, for and on behalf of the bidder, that he is familiar with the following provisions of the State Ethics Law provisions applicable to post employment restrictions affecting former state employees: POL § 73(8)(a)(i) the two year ban, and § 73(8)(a)(ii), the life time bar, and that submittal of this bid is not in violation of either provision, and that no violation will occur by entering into a contract or in performance of the contractual services, and further that the bidder recognizes that the Department may rely upon this certification.

Except as follows: (attach information if needed)

(Proposer is to make full disclosure of any circumstances which could affect its ability to perform in complete compliance with the cited laws. Any questions as to the applicability of these provisions should be addressed to the New York State Ethics Commission, 39 Columbia Street, Albany, NY 12207:telephone #1-800-87-ETHICS.)

Article 1(e) - Permissible Contacts During a Procurement and Prohibition of Inappropriate Lobbying Influence, State Finance Law §139-j and §139-k

Offerer affirms that it understands and agrees to comply with the procedures of the New York State Department of Environmental Conservation relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

Use of Best Available Retrofit Technology (BART) and Ultra Low Sulphur Diesel (ULSD) Pursuant to Environmental Conservation Law Section 19-0323

Article 1(f) - Use of Best Available Retrofit Technology (BART) and Ultra Low Sulphur Diesel (ULSD) Provision

The Contractor certifies and warrants that all heavy duty vehicles, as defined in New York State Environmental Law (ECL) section 19-0323, to be used under this Contract, will comply with the specifications and provisions of ECL section 19-0323 and any regulations promulgated pursuant thereto, which requires the use of Best Available Retrofit Technology (BART) and Ultra Low Sulphur Diesel (ULSD), unless specifically waived by the Department. Qualification for a waiver under this law will be the responsibility of the Contractor.

NOTE: All references to “bid” “bidder” shall be deemed to include “proposer” “proposal.”

Date

Print Name and Title

Signature

Bid Security

If Bid Security is a Bid Bond, use Bid Bond form and provide certified power of attorney.

ARTICLE 1(h) - Bid Bond

Know all men by these presents, that we, the undersigned, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto New York State Department of Environmental Conservation in the penal sum of _____ for the payment of which, will and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this _____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to New York State Department of Environmental Conservation certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

Now, Therefore

- a) If said Bid shall be rejected, or in the alternate,
- b) If said Bid shall be accepted and the principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bids; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(Seal)

Principal

Surety

By _____

(ACKNOWLEDGMENT BY SURETY COMPANY)

State of _____)
County of _____) s.s.:

On this _____ day of _____, 20____ before me personally came _____ to me known, who being by me duly sworn, did depose and say that he/she resides in _____, that he/she is the _____ (*title*) of the _____ (*firm*), the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation and the he/she signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York.

(Seal)

Notary Public

(CORPORATE ACKNOWLEDGMENT WITH SEAL)

State of _____)
County of _____) s.s.:

On the ____ day of _____, 20____, before me personally came _____ to me known, who being duly sworn, did depose and say that (s)he resides in _____, New York; that (s)he is _____ (*title*) of _____ (*firm*) the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that (s)he signed his(her) name thereto by like order.

Seal

Notary Public

(CORPORATE ACKNOWLEDGMENT WITHOUT SEAL)

State of _____)
County of _____) s.s.:

On the ____ day of _____, 20____, before me personally came _____, to me known, who being duly sworn, did depose and say that (s)he resides in _____, New York; that (s)he is an officer of _____ (*firm*); namely, the _____ (*title*) of _____ (*firm*); that (s)he is authorized by the governing body of said corporation to sign contracts; and that (s)he did sign the foregoing instrument on behalf of, and with authority to bind said corporation.

Notary Public

(CO-PARTNERSHIP ACKNOWLEDGMENT)

State of _____)
County of _____) s.s.:

On the ____ day of _____, 20____, before me personally came _____ to me known and known to me to be a member of _____, the firm described in and which executed the foregoing instrument, and (s)he acknowledged to me that (s)he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

Seal

Notary Public

(INDIVIDUAL ACKNOWLEDGMENT)

State of _____)
County of _____) s.s.:

On the ____ day of _____, 20____, before me personally came _____ to me personally known, and known to me to be the individual described in, and who executed the foregoing instrument, and (s)he duly acknowledged to me that (s)he executed the same.

Seal

Notary Public

ARTICLE 1(i) - Offerer Disclosure of Prior Non-Responsibility Determinations
(Page 1 of 2)

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: **D007631**

Date: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No

Yes

If yes, please answer the questions 2 - 4, if no, go to question 5:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j? (Please circle):

No

Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No

Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

ARTICLE 1(i) - Offerer Disclosure of Prior Non-Responsibility Determinations (Continued)
(Page 2 of 2)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No

Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

Offerer Certification:

Offerer certifies that all information provided to the New York State Department of Environmental Conservation with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____
Signature

ARTICLE 2(a) - Corporate Resolution and Certification

"This Article 2(a) is not applicable"

ARTICLE 2(b) - Statement of Surety's Intent

To: **New York State Department of Environmental Conservation**

We have reviewed the Bid of _____ (Contractor)
of _____ (Address)
for _____ (Project)

Contract Number: D007631

NYS Site Number: 1-52-123

Bids for which will be received on _____ (insert Bid Opening Date) and wish to advise that should this Bid of Contractor be accepted and the Contract awarded to Contractor, it is our present intention to become surety on the Performance Bond and Labor and Material Payment Bond required by the Contract.

Any arrangement for the Bonds required by the Contract is a matter between Contractor and ourselves and we assume no liability to Department or third parties if for any reason we do not execute the requisite bonds.

We are duly licensed to do business in the State of New York.

Attest:

Corporate Seal

(If no seal, write "No Seal" and sign)

Surety's Authorized Signature(s)

Telephone Number for Bonding Company

Telephone Number for Bonding Broker

Attach Power of Attorney

ARTICLE 2(c) - NYS Directory of Certified Minority and Women-Owned Business

The New York State Directory of Certified Minority and Women-Owned Business Enterprises has been developed to assist public and private purchases of goods and services in locating and using bonafide minority and women-owned business as defined in accordance with Article 15-A of the Executive Law and Article 4(a) of the Economic Development Law.

M/WBE Directory on the Internet

Empire State Development has put the Minority and Women's Business Development Directory on the Internet. The Internet address is **www.empire.state.ny.us**, just follow the links to the M/WBE Directory.

The new system will be available seven (7) days a week, 7:00 a.m. to 10:00 p.m. and the information will be updated daily. Support will be available from 9:00 a.m. to 5:00 p.m., Monday through Friday, except for NYS holidays. If assistance is needed call (518) 474-1979.

**ARTICLE 2(d) - MINORITY AND WOMEN'S BUSINESS-EQUAL EMPLOYMENT
OPPORTUNITY PROGRAM WORKPLAN**

(Form also required to be submitted in electronic format to the Department. The appropriate interactive file to be provided to the Apparent Low Bidder for submission)*

Policy Statement

The _____ commits to carrying out the intent of the New York State
(Name of Contractor or Municipality)

Executive Law, Article 15-A which assures the meaningful participation of Minority and Women-Owned Business Enterprises (M/WBE) in contracting and the meaningful participation of minorities and women in the workforce on activities financed by public funds.

Minority Business Officer

_____ is designated as the Minority Business Enterprise Officer
(Name of Designated Officer)

responsible for administering the Minority and Women's Business-Equal Employment Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

_____ **6** % Minority Business Enterprise Participation

_____ **6** % Women's Business Enterprise Participation

EEO Contract Goals

21.5 % Minority Labor Force Participation

13.7 % Female Labor Force Participation

(Authorized Representative)

Title: _____

Date: _____

M/WBE-EEO WORKPLAN
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Contractor or Municipality			Grant/Project Number													
Address		City		Zip Code												
Authorized Representative			Authorized Signature													
Address	City	Zip Code	Phone No.													
Minority Business Enterprise Officer			Fax No.													
<p>Project Description (list separate contracts & estimates)</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Contract No.</th> <th style="width: 50%;">Description</th> <th style="width: 25%;">Estimate</th> </tr> </thead> <tbody> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table>					Contract No.	Description	Estimate	_____	_____	_____	_____	_____	_____	_____	_____	_____
Contract No.	Description	Estimate														
_____	_____	_____														
_____	_____	_____														
_____	_____	_____														

PROJECTED EEO AND M/WBE CONTRACT SUMMARY

	%	Amount		%	No./Employees
1. Total Project Dollar Value			5. Total Employees		
2. MBE Project Goal			6. Total Minority Employees/Goal		
3. WBE Project Goal			7. Total Female Employees/Goal		
4. M/WBE Totals Combined			8. EEO Total Combined		

OFFICE OF MINORITY & WOMEN'S BUSINESS PROGRAMS USE ONLY

Proposed Goals		Date Approved	Date Disapproved	Initials
MBE (%)	EEO-Minorities (%)			
WBE (%)	EEO-Women (%)			

Number/Types of Contracts	Contract Breakdown	Amount

SAMPLE

Number/Types of contracts	Contract Breakdown	Amount
<u>General Construct.</u> (Contract No. 1)	Paving	\$150,000
	Demolition	30,000
	Paving	200,000
	Masonry	260,000
	Miscellaneous Metals	50,000
	Glazing	3,000
	Excavation and Backfill	210,000
	Fencing	12,000
	Concrete Finishing	20,000
	Reinforcing Steel	240,000
	Roofing	658,000
	Waterproofing	30,000
		\$1,273,000
<u>Electrical</u> (Contract No. 2)	Underground Duct Banks	110,000
	Equipment Supply	260,000
	Lightening Protection	20,000
		390,000
<u>H.V.A.C.</u> (Contract No. 3)	Electrical Wiring	10,000
	Ductwork	45,000
	Controls	25,000
	Equipment Supply	60,000
		140,000
<u>Plumbing</u> (Contract No. 4)	Underground Piping	20,000
	Equipment Supply	25,000
		45,000
<u>Sewer Rehab</u> (Contract No. 5)	Cleaning & TV Inspection	35,000
	Joint Testing & Sealing	45,000
	Chemical Root Treatment	4,000
	Manhole Rehabilitation	8,000
	Excavation & Backfill	6,000
	Pavement Replacement	12,000
	Material Supply	5,000
		115,000
<u>Sewer Rehab.</u> (Contract No. 6)	Cleaning & TV Inspection	58,000
	Joint Testing & Sealing	126,000
	Chemical Root Treatment	3,000
	Manhole Rehabilitation	15,000
	Excavation & Backfill	3,000
	Pavement Replacement	2,800
	Material Supply	1,000
		208,800
	Total	\$2,171,000

Instructions for New York State Vendor Responsibility Questionnaires

The four (4) questionnaires found on the New York State VendRep System at <http://www.osc.state.ny.us/vendrep/index.htm> are also available in paper format.

The questionnaires are intended to elicit information based on vendor type (For-Profit or Not-for-Profit) and activity (Construction or Non-Construction). Each vendor should select the questionnaire that most closely reflects its business characteristics or as directed by an agency's solicitation instructions. The available vendor questionnaires are:

- **For-Profit**
- **For-Profit Construction (CCA-2)**
- **Not-for-Profit**
- **Not-for-Profit Construction**

Business Entities may print the PDF version of a questionnaire form and complete it manually or may select the MS Word version and complete the questionnaire on a computer. Completing the questionnaire in MS Word allows the questionnaire to be saved on the user's computer and updated in the event that the vendor's information changes.

The person(s) completing the vendor responsibility questionnaire must be knowledgeable about the vendor's business and operations. The certification at the end of each questionnaire must be completed by an owner or officer of the Business Entity and must be notarized to be complete.

Business Entities must answer every question contained in the selected questionnaire! Most questions require "Yes" or "No" answers and request additional information where necessary. For paper submissions, responses that require additional information must include an attachment containing this information. A Business Entity must provide all relevant information which can be obtained within the limits of the law. The Business Entity is not required to provide information regarding a determination or finding made in error which was subsequently corrected.

If the submitting Business Entity is a Joint Venture, one questionnaire must be submitted for the Joint Venture plus each Business Entity comprising the Joint Venture must also submit separate questionnaires.

¹

If the Business Entity uses a Social Security Number (SSN) as its identification number, providing the SSN on the questionnaire is optional. Individuals and Sole Proprietors may use an SSN but are encouraged to obtain and use an Employer Identification Number.

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

BUSINESS ENTITY INFORMATION				
<u>Legal Business Name</u> *				<u>EIN</u>
Address of the <u>Principal Place of Business</u>			Phone Number	Fax Number
E-mail		Website		
Authorized Contact for this Questionnaire				
Name			Phone Number	Fax Number
Title			Email	
Additional <u>Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years, the state or county where filed and the status (active or inactive).				
Type	Name	EIN	State or County where filed	Status

I. BUSINESS CHARACTERISTICS		
1.0 <u>Business Entity Type</u> – Check appropriate box and provide additional information:		
a) <input type="checkbox"/> <u>Corporation</u> (including <u>PC</u>)	Date of Incorporation	
b) <input type="checkbox"/> Limited Liability Company (LLC or PLLC)	Date Organized	
c) <input type="checkbox"/> <u>Limited Liability Partnership</u>	Date of Registration	
d) <input type="checkbox"/> <u>Limited Partnership</u>	Date Established	
e) <input type="checkbox"/> <u>General Partnership</u>	Date Established	County (if formed in NYS)
f) <input type="checkbox"/> <u>Sole Proprietor</u>	How many years in business?	
g) <input type="checkbox"/> Other	Date Established	
If Other, explain:		

* All underlined terms are defined in the “New York State Vendor Responsibility Definitions List,” which can be found at <http://www.osc.state.ny.us/vendrep/documents/definitions.pdf>.

Note: THESE TERMS MAY NOT HAVE THEIR ORDINARY, COMMON OR TRADITIONAL MEANINGS. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. BY SUBMITTING THIS QUESTIONNAIRE, THE VENDOR AGREES TO BE BOUND BY THE TERMS AS DEFINED IN THE "NEW YORK STATE VENDOR RESPONSIBILITY DEFINITIONS LIST" as it existed at the time of certification.

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

I. BUSINESS CHARACTERISTICS			
1.1 Was the <u>Business Entity</u> formed in New York State?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "No" indicate jurisdiction where the <u>Business Entity</u> was formed:			
<input type="checkbox"/> United States	State		
<input type="checkbox"/> Other	Country		
1.2 Is the <u>Business Entity</u> currently registered to do business in New York State? <i>Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership</i>			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Required
If "No," explain why the <u>Business Entity</u> is not required to be registered to do business in New York State:			
1.3 Is the responding <u>Business Entity</u> a <u>Joint Venture</u> ? Note: If the submitting <u>Business Entity</u> is a <u>Joint Venture</u> , also submit a separate questionnaire for each <u>Business Entity</u> comprising the <u>Joint Venture</u> .			<input type="checkbox"/> Yes <input type="checkbox"/> No
1.4 If the <u>Business Entity</u> 's <u>Principal Place of Business</u> is not in New York State, does the <u>Business Entity</u> maintain an office in New York State? <i>(Select "N/A" if <u>Principal Place of Business</u> is in New York State.)</i>			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
If "Yes," provide the address and telephone number for one office located in New York State.			
1.5 Is the <u>Business Entity</u> a New York State certified <u>Minority-Owned Business Enterprise</u> , or <u>Women-Owned Business Enterprise</u> , or <u>New York State Small Business</u> , or federally certified <u>Disadvantaged Business Enterprise</u> ?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," check all that apply: <input type="checkbox"/> New York State certified <u>Minority-Owned Business Enterprise</u> (MBE) <input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise</u> (WBE) <input type="checkbox"/> <u>New York State Small Business</u> <input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise</u> (DBE)			
1.6 Identify each person who is, or has been within the past five (5) years, a <u>Business Entity Official</u> or <u>Principal Owner</u> of 5.0% or more of the firm's shares, or one of the five largest shareholders or a director, an officer, a partner or a proprietor. <u>Joint Ventures</u> : Provide information for all firms involved. <i>(Attach additional pages if necessary.)</i>			
Name	Title	Percentage Ownership (Enter 0% if not applicable)	Employment Status with the Firm
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former

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

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS		
2.0 Are there any other <u>construction</u> -related firms in which, now or in the past five years, the submitting <u>Business Entity</u> or any of the individuals listed in question 1.6 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Firm/Company Name	Firm/Company EIN (If available)	Firm/Company's Primary Business Activity
Firm/Company Address		
Explain relationship with the firm and indicate percent ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <u>Business Entity</u> has in common with this firm?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name	Position/Title with Firm/Company	
2.1 Does the <u>Business Entity</u> have any <u>construction</u> -related <u>affiliates</u> not identified in the response to 2.0 above?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Affiliate Address		
Explain relationship with the affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this affiliate?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name	Position/Title with Firm/Company	
2.2 Has the <u>Business Entity</u> participated in any <u>construction</u> <u>Joint Ventures</u> within the past three (3) years? Attach additional pages if necessary.		<input type="checkbox"/> Yes <input type="checkbox"/> No
Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture

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

III. CONTRACT HISTORY

- 3.0 List the ten most recent construction contracts the Business Entity has completed using Attachment A – Completed Construction Contracts, found at <http://www.osc.state.ny.us/vendrep/documents/attachmenta.doc>. If less than ten, include most recent subcontracts on projects up to that number.
- 3.1 List all current uncompleted construction contracts by using Attachment B – Uncompleted Construction Contracts, found at <http://www.osc.state.ny.us/vendrep/documents/attachmentb.doc>.

IV. INTEGRITY – CONTRACT BIDDING

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

- | | |
|--|--|
| 4.0 Been <u>suspended</u> or <u>debarred</u> from any <u>government contracting process</u> or been <u>disqualified</u> on any government procurement? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4.1 Been subject to a denial or revocation of a government prequalification? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4.2 Had any bid rejected by a <u>government entity</u> for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4.3 Had a proposed subcontract rejected by a <u>government entity</u> for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4.4 Had a low bid rejected on a <u>government contract</u> for failure to make <u>good faith efforts</u> on any <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or <u>Disadvantaged Business Enterprise</u> goal or <u>statutory affirmative action requirements</u> on a previously held contract? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4.5 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4.6 Initiated a request to withdraw a bid submitted to a <u>government entity</u> or made any claim of an error on a bid submitted to a <u>government entity</u> ? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

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

V. INTEGRITY – CONTRACT AWARD

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

- | | |
|---|--|
| 5.0 Defaulted on or been <u>suspended</u> , cancelled or <u>terminated for cause</u> on any contract? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5.1 Been subject to an <u>administrative proceeding</u> or civil action seeking specific performance or restitution (except any disputed work proceeding) or requiring the <u>Business Entity</u> to enter into a formal monitoring agreement in connection with any <u>government contract</u> ? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5.2 Had its surety called upon to complete any contract whether government or private sector? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

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

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

VI. CERTIFICATIONS/LICENSES

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

6.0	Had a revocation or <u>suspension</u> of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.1	Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or a federal certification of <u>Disadvantaged Business Enterprise</u> status, for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

VII. LEGAL PROCEEDINGS

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

7.0	Been the subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1	Been the subject of: (i.) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or (ii.) Any criminal <u>investigation</u> , felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or a <u>Disadvantaged Business Enterprise</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
7.2	Received any <u>OSHA</u> citation and Notification of Penalty containing a violation classified as <u>serious</u> or <u>willful</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.3	Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.4	Had a New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5	Entered into a consent order with the New York State Department of Environmental Conservation, or a <u>federal</u> , state or local government enforcement determination involving a violation of <u>federal</u> , state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.6	Other than previously disclosed, been the subject of any <u>citations</u> , notices, violation orders, pending administrative hearings or proceedings or determinations of a violation of: <ul style="list-style-type: none"> • <u>Federal</u>, state or local health laws, rules or regulations; • <u>Federal</u>, state or local environmental laws, rules or regulations; • Unemployment insurance or workers compensation coverage or <u>claim</u> requirements; • Any labor law or regulation, which was deemed willful; • Employee Retirement Income Security Act (ERISA); • <u>Federal</u>, state or local human rights laws; • <u>Federal</u>, state or local security laws? 	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

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

VIII. LEADERSHIP INTEGRITY

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

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

8.0 A <u>sanction</u> imposed relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.1 A criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.2 Misdemeanor or felony charge, indictment or conviction for: (i.) Any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or (ii.) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.3 A <u>debarment</u> from any <u>government contracting process</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

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

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY

9.0 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>	
9.1 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liquidated damages</u> assessed over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>	
9.2 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liens, claims or judgments</u> (not including UCC filings) over \$25,000 filed against the <u>Business Entity</u> which remain undischarged or were unsatisfied for more than 90 days?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the Lien holder or Claimants' name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

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

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY			
9.3 In the last seven (7) years, has the <u>Business Entity</u> or any <u>affiliate</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.</i>			
9.4 What is the <u>Business Entity's</u> Bonding Capacity?			
a. Single Project		b. Aggregate (All Projects)	
9.5 List <u>Business Entity's</u> Gross Sales for the previous three (3) Fiscal Years:			
1st Year (Indicate year) Gross Sales	2nd Year (Indicate year) Gross Sales	3rd Year (Indicate year) Gross Sales	
9.6 List <u>Business Entity's</u> Average Backlog for the previous three (3) fiscal years:		(Estimated total value of uncompleted work on outstanding contracts)	
1st Year (Indicate year) Amount	2nd Year (Indicate year) Amount	3rd Year (Indicate year) Amount	
9.7 Attach <u>Business Entity's</u> annual <u>financial statement</u> and accompanying notes or complete Attachment C – Financial Information, found at http://www.osc.state.ny.us/vendrep/documents/attachmentc.xls			

X. FREEDOM OF INFORMATION LAW (FOIL)	
10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). <i>Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Indicate the question number(s) and explain the basis for the claim.	

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

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State contracting entities in making responsibility determinations regarding an award of a contract or approval of a subcontract; (2) recognizes that the Office of the State Comptroller (OSC) will rely on information disclosed in the questionnaire in making responsibility determinations and in approving a contract or subcontract; (3) acknowledges that the New York State contracting entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (4) acknowledges that intentional submission of false or misleading information may constitute a misdemeanor or felony under New York State Penal Law, may be punishable by a fine and/or imprisonment under Federal Law, and may result in a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State contracting entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Officer

Printed Name of Signatory

Title

Name of Business

Address

City, State, Zip

Sworn to before me this _____ day of _____, 20__;

_____ Notary Public

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS

EIN:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:							
1.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
2.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
3.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
4.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
5.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS

EIN:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:							
6.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
7.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
8.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
9.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
10.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

EIN:

Question 3.1: List all current uncompleted construction contracts:								
1.	Agency/Owner					Award Date		Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
			Total Contract Amount		Amount Sublet to others		Uncompleted Amount	
2.	Agency/Owner					Award Date		Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
			Total Contract Amount		Amount Sublet to others		Uncompleted Amount	
3.	Agency/Owner					Award Date		Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
			Total Contract Amount		Amount Sublet to others		Uncompleted Amount	
4.	Agency/Owner					Award Date		Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
			Total Contract Amount		Amount Sublet to others		Uncompleted Amount	

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

EIN:

Question 3.1: List all current uncompleted construction contracts:								
5.	Agency/Owner						Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others		Uncompleted Amount		
6.	Agency/Owner						Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others		Uncompleted Amount		
7.	Agency/Owner						Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others		Uncompleted Amount		
8.	Agency/Owner						Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others		Uncompleted Amount		

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

EIN:

Question 3.1: List all current uncompleted construction contracts:							
9.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount	Amount Sublet to others		Uncompleted Amount	
10.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount	Amount Sublet to others		Uncompleted Amount	
Grand Total All Uncompleted Contracts						\$0.00	

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION**

EIN: _____

As of Date: _____

ASSETS

Current Assets

1. Cash		\$	_____
2. Accounts receivable - less allowance for doubtful accounts	\$	_____	
Retainers included in accounts receivable	\$	_____	
Claims included in accounts receivable not yet approved or in litigation	\$	_____	
Total Accounts Receivable		\$	-
3. Notes receivable - due within one year		\$	_____
4. Inventory - materials		\$	_____
5. Contract costs in excess of billings on uncompleted contracts		\$	_____
6. Accrued income receivable			
Interest	\$	_____	
Other (list) _____	\$	_____	
_____	\$	_____	
Total Accrued Income Receivable		\$	-
7. Deposits			
Bid and Plan _____	\$	_____	
Other (list) _____	\$	_____	
_____	\$	_____	
Total Deposits		\$	-
8. Prepaid Expenses			
Income Taxes	\$	_____	
Insurance	\$	_____	
Other (list) _____	\$	_____	
_____	\$	_____	
Total Prepaid Expenses		\$	-
9. Other Current Assets			
Other (list) _____	\$	_____	
_____	\$	_____	
Total Other Current Assets		\$	-
10. Total Current Assets			\$ -

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION**

EIN: _____

11. Investments

Listed securities-present market value	\$	_____	
Unlisted securities-present value	\$	_____	
Total Investments	\$	_____	-

12. Fixed Assets

Land	\$	_____	
Building and improvements	\$	_____	
Leasehold improvements	\$	_____	
Machinery and equipment	\$	_____	
Automotive equipment	\$	_____	
Office furniture and fixtures	\$	_____	
Other (list) _____	\$	_____	
	\$	_____	
Total	\$	_____	-
Less: Accumulated depreciation	\$	_____	
Total Fixed Assets - Net		_____	\$ -

13. Other Assets

Loans receivable			
Officers	\$	_____	
Employees	\$	_____	
Shareholders	\$	_____	
Cash surrender value of officers' life insurance	\$	_____	
Organization expense – net of amortization	\$	_____	
Notes receivable - due after one year	\$	_____	
Other (list) _____	\$	_____	
	\$	_____	
Total Other Assets	\$	_____	-

14. TOTAL ASSETS			\$ -
-------------------------	--	--	------

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION**

EIN: _____

LIABILITIES

Current Liabilities

15. Accounts payable	\$	_____
16 a. Loans from shareholders - due within one year	\$	_____
16 b. Other Loans - due within one year	\$	_____
17. Notes payable - due within one year	\$	_____
18. Mortgage payable - due within one year	\$	_____
19. Other payables - due within one year		
Other (list) _____	\$	_____
_____	\$	_____
Total Other Payables - due within one year	\$	-
20. Billings in excess of costs and estimated earnings	\$	_____
21. Accrued expenses payable		
Salaries and wages	\$	_____
Payroll taxes	\$	_____
Employees' benefits	\$	_____
Insurance	\$	_____
Other	\$	_____
Total Accrued Expenses Payable	\$	-
22. Dividends payable	\$	_____
23. Income taxes payable		
State	\$	_____
Federal	\$	_____
Other	\$	_____
Total Income Taxes Payable	\$	-
24. Total current liabilities		
25. Deferred income taxes payable		
State	\$	_____
Federal	\$	_____
Other	\$	_____
Total Deferred Income Taxes	\$	-

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION

EIN: _____

26. Long Term Liabilities

Loans from shareholders - due after one year \$ _____

Other Loans - due within one year

 Principle \$ _____

 Interest \$ _____

Notes payable - due after one year \$ _____

Mortgage - due after one year \$ _____

Other payables - due after one year \$ _____

Other (list) _____ \$ _____

_____ \$ _____

 Total Long Term Liabilities \$ _____ -

27. Other Liabilities

Other (list) _____ \$ _____

_____ \$ _____

 Total Other Liabilities \$ _____ -

28. TOTAL LIABILITIES \$ _____ -

NET WORTH

29. Net Worth (if proprietorship or partnership) \$ _____

30. Stockholders' Equity

Common stock issued and outstanding \$ _____

Preferred stock issued and outstanding \$ _____

Retained earnings \$ _____

 Total \$ _____

Less: Treasury stock \$ _____

31. TOTAL STOCKHOLDERS' EQUITY \$ _____

32. TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY \$ _____

CERTIFICATE OF NO CHANGE

STATE OF _____)

COUNTY OF _____) SS.:

The undersigned, being duly sworn, deposes and says:

1. I am _____, the _____ (title) of _____
(hereinafter the “Contractor”), which is currently submitting a bid on a State Contract.

2. Contractor previously submitted the completed Council of Contracting Agencies’ Standard Vendor Responsibility Questionnaire, dated _____ to _____ in connection with another State Contract.

3. Attached is an accurate and true copy of such previously submitted Standard Vendor Responsibility Questionnaire.

4. I hereby certify that with the exception of the information specified in Question 12, and as changed herein, there has been no material change in the information pertaining to the Contractor specified on such attached Questionnaire.

AUTHORIZED CONTACT FOR THE PROPOSED CONTRACT:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail: _____

Signature

Print Name

Title

Sworn before me this ____ day
of _____, 20__.

Notary Public

Registration No. _____

State of: _____

ARTICLE 3(a) - Instructions for Certificate of Insurance

Use this form to certify insurance coverage and provide policy information.

Contractor must fill out Section 1 in its entirety before sending to the insurance agent.

Contractor is encouraged to send a copy of Section VIII, "General Conditions," Article 4, along with the Certificate of Insurance Form to its insurance agent in order that all required coverages and provisions are accounted for.

Insurance Agency

- 1) Complete Section 2 of the form.
- 2) Enter N/A if No Excess Umbrella (9) policy is in effect.
- 3) All insurance certificates must have a policy number entered otherwise it will result in rejection of the certificate.
- 4) Certificates must be signed by an authorized representative of the firm.
- 5) Specify policy if Other (10) is in effect, otherwise enter N/A.

Contractor

- 1) Complete Section 1 of the form.
- 2) At the top of the form, check "New" if you are submitting proof of coverage for a new contract. Check "Renewal" if you are submitting proof of renewals.
- 3) Submit original certificate and subsequent renewals to Division of Environmental Remediation, New York State Department of Environmental Conservation, 12th Floor, New York State Department of Environmental Conservation, 625 Broadway, Albany, New York 12233-7017, **Attention: "David J. Chiusano, Project Manager."** (Also see Section IV, Article 2 for name of project manager).

Certificate of Insurance

New York State Department of Environmental Conservation
 Division of Environmental Remediation
 Remedial Bureau E, 12th Floor
 625 Broadway, Albany, NY 12233-7017

NYSDEC-DER Site No. 1-52-123
 Contract No. D007631
 Certificate of Insurance
 _____ New _____ Renewal

SECTION 1

Name and Address of Insured Contractor
 (for Coverages 1,2,3,4,6,7,8,9,10)

Name of Insured or Additional Insured (for Coverage 5,6,7 & 10)
 State of New York & NYS Department of Environmental Conservation
 Ecology&Environment Engineering P.C.
 Town of Southampton

Location and Description of Work: Remedial Action at the BB&S Treated Lumber Inactive Hazardous Waste Site, Southampton , NY

SECTION 2

This is to certify that policies of insurance listed below have been issued to the contractor, named above, and are in force at this time.

Insurance	Policy #	Name of Company Affording Coverage	Expir. Date	Limits of Liability (in thousands)	
				Each Occurrence	Aggregate
1. Contractor's Liability					
2. Contractor's Protective Liability					
3. Complete Operations/Products					
4. Contractual Liability					
5. Owner's Protective Liability					
6. Automobile Liability					
7. Pollution Liability				\$5 million per claim if possible	
8. Worker's Comp. Disability Benefits				Limits as required by Law Limits as required by Law	
9. Excess Umbrella					
10. Other					

Such insurance as is herein certified: 1) applies to all operations of said insured in connection with the work required by the provisions of the documents forming this contract, 2) applies whether or not the contract documents between the insured contractor and the State of New York Department of Environmental Conservation have been executed, and 3) is written in accordance with the company's regular policies and endorsements, subject to the company's applicable manuals or rules and rates in effect as modified by this certificate and the insurance article of the contract.

No policy referred to herein shall be changed, cancelled or coverage terminated for any reason including expiration of the policy or non-payment of premiums until thirty (30) days written notice has been received by the Division of Environmental Remediation, Remedial Bureau E, NYS Dept. of Environmental Conservation, 12th floor, 625 Broadway, Albany, NY 12233-7017. Such notice shall be mailed via certified or registered mail.

 (Date Issued)

By _____
 (Signature of Authorized Representative)

 (Print Insurance Agency Name)

Policy coverages must agree with coverages stated on the Certificate. False statements of coverage are punishable under Section 117 of the New York State Insurance Law.

ARTICLE 3(c) - Instruction for Performance Bond and Labor and Material Payment Bond

- 1) The performance bond and the labor and material payment bond are to be only submitted by the bidder who receives the Notice of Intent to Award letter from **Department**.
- 2) Use the forms that are included in the Contract Documents. **DO NOT RETYPE THE FORMS.**
- 3) Attach a **SEPARATE** certified power of attorney and surety financial statement to **EACH** bond (i.e., one set attached to performance bond and one set attached to labor and material payment bond).

ARTICLE 3(d) - Performance Bond

Date Bond Executed _____ **NYSDEC-DER Site Number:** 1-52-123

Date Contract Executed By Principal _____

Principal (Name and Address) _____

Surety (Name and Address - Indicate State of incorporation and location of principal office) _____

Full and Just Sum of Bond (Express in words) _____

(Express in figures) _____

Know all men by these presents, That we, the **Principal** and **Surety**, above named, are held and firmly bound unto the Department of Environmental Conservation for and on behalf of the People of the State of New York, hereinafter called the Department, in full and just sum of the amount stated above, good and lawful money of the United States of America, to the payment of which said sum, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the **Principal** has entered into a certain written contract with the Department, covering the project and specification above;

Now, Therefore, the condition of this obligation is such, that if the **Principal** shall well, truly and faithfully comply with and perform all of the terms, covenants and conditions of said contract on their (his, its) part to be kept and performed, according to the true intent and meaning of said contract, and shall protect the Department and the People of the State of New York against, and pay any and all amounts, damages, costs and judgments which may or shall be recovered against the Department or the State of New York may be called upon to pay to any person or corporation by reason of any damages arising or growing out of the doing of said work, or the repair or maintenance thereof, or the manner of doing the same, or the neglect of the **Principal**, or their (its) agents or servants, or the improper performance of the work by the **Principal**, or their (its) agents or servants, or the infringement of any patent or patent rights by reason of the use of materials furnished or work done as aforesaid or otherwise, then this obligation shall be null and void, otherwise to remain in full force and virtue.

And the **Surety**, for value received, hereby stipulates and agrees, if requested to do so by the department to fully perform and complete the work mentioned and described in the contract and specifications, pursuant to the terms, conditions and covenants thereof, if for any cause, the **Principal** fails or neglects to so fully perform and complete the work; and the **Surety** further agrees to commence the work of completion within twenty days after notice thereof from the Department, and to complete the work with all due diligence.

And the **Surety**, for value received hereby stipulates and agrees that no change, extension, alteration or addition to the terms of this contract or specifications, accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In Testimony Whereof, the **Principal** and the President and Secretary of the **Surety** have caused this instrument to be signed and sealed on the date shown above.

Signed, sealed and delivered in the presence of _____

Name of Corporation

Corporate Seal of Principal
if a Corporation

By _____

Print Name _____

Signature _____ L.S.

Date _____

Corporate Seal of Surety Company

Corporation Surety

Business Address

By (President) _____

Attest (Secretary)

Date _____

(CORPORATE ACKNOWLEDGMENT WITH SEAL)

State of _____)
County of _____) s.s.:

On the ____ day of _____, 20 ____, before me personally came _____ to me known, who being duly sworn, did depose and say that (s)he resides in _____, New York; that (s)he is _____ **(title)** of _____ **(firm)** the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that (s)he signed his(her) name thereto by like order.

Seal

Notary Public

(CORPORATE ACKNOWLEDGMENT WITHOUT SEAL)

State of _____)
County of _____) s.s.:

On the ____ day of _____, 20 ____, before me personally came _____, to me known, who being duly sworn, did depose and say that (s)he resides in _____, New York; that (s)he is an officer of _____ **(firm)**; namely, the _____ **(title)** of _____ **(firm)**; that (s)he is authorized by the governing body of said corporation to sign contracts; and that (s)he did sign the foregoing instrument on behalf of, and with authority to bind said corporation.

Notary Public

(CO-PARTNERSHIP ACKNOWLEDGMENT)

State of _____)
County of _____) s.s.:

On the ____ day of _____, 20____, before me personally came _____ to me known and known to me to be a member of _____, the firm described in and which executed the foregoing instrument, and (s)he acknowledged to me that (s)he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

Seal

Notary Public

(INDIVIDUAL ACKNOWLEDGMENT)

State of _____)
County of _____) s.s.:

On the ____ day of _____, 20____, before me personally came _____ to me personally known, and known to me to be the individual described in, and who executed the foregoing instrument, and (s)he duly acknowledged to me that (s)he executed the same.

Seal

Notary Public

(ACKNOWLEDGMENT BY SURETY COMPANY)

State of _____)
County of _____) s.s.:

On this _____ day of _____, 20____ before me personally came _____ to me known, who being by me duly sworn, did depose and say that he/she resides in _____, that he/she is the _____ (*title*) of the _____ (*firm*), the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation and the he/she signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York.

(Seal)

Notary Public

ARTICLE 3(e) - New York State Department of Environmental Conservation

Labor and Material Payment Bond

Date Bond Executed: _____

NYSDEC-DER Site Number: 1-52-123

Date Contract Executed By Principal _____

Principal (Name and Address) _____

Surety (Name and Address - Indicate State of incorporation and location of principal office) _____

Full and Just Sum of Bond (Express in words) _____

(Express in figures) _____

Know all men by these presents, That We, the **Principal** and the **Surety** above named, are held and firmly bound unto the Department of Environmental Conservation for and on behalf of the People of the State of New York, in full and just sum of the amount stated above, good and lawful money of the United States of America, to the payment of which said sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the **Principal** has entered into a certain written contract with the Department of Environmental Conservation, covering the project and specification indicated above.

Now, Therefore, the condition of this obligation is such, that if the **Principal** shall promptly pay all moneys due to all persons furnishing labor and materials to him or his subcontractors in the prosecution of the work provided for in the contract, then this obligation shall be void, otherwise to remain in full force and effect;

Provided, however, that the Comptroller of the State of New York having required the **Principal** to furnish this bond in order to comply with the provisions of Section 137 of the State Finance Law, all rights and remedies on this bond shall inure solely to such persons and shall be determined in accordance with the provisions, conditions and limitations of said Section to the same extent as if they were copied at length herein; and

Further, provided, that the place of trial of any action on this bond shall be in the county in which the contract was to be performed, or if the contract was to be performed in more than one county, then in any such county, and not elsewhere.

In Testimony Whereof, the **Principal** and the President and Secretary of the **Surety** have caused this instrument to be signed and sealed on the date shown above.

Signed, sealed and delivered in the presence of

**Corporate Seal of Principal
if a Corporation**

Name of Corporation

By _____

Print Name

Signature L.S.

Date _____

Corporate Seal of Surety Company

Corporation Surety

Business Address

By (President) _____

Attest (Secretary) _____

Date _____

(CORPORATE ACKNOWLEDGMENT WITH SEAL)

State of _____)
County of _____) s.s.:

On the ____ day of _____, 20 ____, before me personally came _____ to me known, who being duly sworn, did depose and say that (s)he resides in _____, New York; that (s)he is _____ (*title*) of _____ (*firm*) the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that (s)he signed his(her) name thereto by like order.

Seal

Notary Public

(CORPORATE ACKNOWLEDGMENT WITHOUT SEAL)

State of _____)
County of _____) s.s.:

On the ____ day of _____, 20 ____, before me personally came _____, to me known, who being duly sworn, did depose and say that (s)he resides in _____, New York; that (s)he is an officer of _____ (*firm*); namely, the _____ (*title*) of _____ (*firm*); that (s)he is authorized by the governing body of said corporation to sign contracts; and that (s)he did sign the foregoing instrument on behalf of, and with authority to bind said corporation.

Notary Public

(CO-PARTNERSHIP ACKNOWLEDGMENT)

State of _____)
County of _____) s.s.:

On the _____ day of _____, 20____, before me personally came _____ to me known and known to me to be a member of _____, the firm described in and which executed the foregoing instrument, and (s)he acknowledged to me that (s)he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

Seal

Notary Public

(INDIVIDUAL ACKNOWLEDGMENT)

State of _____)
County of _____) s.s.:

On the _____ day of _____, 20____, before me personally came _____ to me personally known, and known to me to be the individual described in, and who executed the foregoing instrument, and (s)he duly acknowledged to me that (s)he executed the same.

Seal

Notary Public

(ACKNOWLEDGMENT BY SURETY COMPANY)

State of _____)
County of _____) s.s.:

On this _____ day of _____, 20____ before me personally came _____ to me known, who being by me duly sworn, did depose and say that he/she resides in _____, that he/she is the _____ (*title*) of the _____ (*firm*), the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation and the he/she signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York.

Seal

Notary Public

**CONSULTANT/CONTRACTOR DETAILED M/WBE-EEO UTILIZATION PLAN
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

(THE M/WBE-EEO GOALS MUST BE PLACED ON THE ENTIRE PROJECT COST)

Consultant/Contractor Name:			
Contract Type/Number: Construction / D006971		Contract Award Date:	
Address:	City:	State:	Zip Code:
Project Owner Name:		Project/Grant No.:	
Address:	City:	State:	Zip Code:
Authorized Representative:		Title:	
Authorized Signature:			

EEO AND MBE/WBE CONTRACT SUMMARY (MUNICIPAL FORCE ACCOUNT N/A)

M/WBE CONTRACT SUMMARY		%	Amount	EEO CONTRACT SUMMARY		%	No./Employ.	Wk./Hrs.
1.	Total Dollar Value of the Project			6.	Total for all Employees			
2.	Total Dollar Value of the Prime Contract			7.	Total Goal for Minority Employees			
3.	MBE Goal/Amount			8.	Total Goal for Female Employees			
4.	WBE Goal/Amount			9.	EEO Combined Totals			
5.	MBE/WBE Combined Totals							

Office of Minority & Women's Business Programs Use Only

Proposed Goals		Date Approved	Date Disapproved	Initials
MBE (%)	EEO-Minorities (%)			
WBE (%)	EEO-Minorities (%)			

SECTION I - MBE INFORMATION

In order to achieve the MBE Goals, New York State Certified MINORITY-OWNED firms are expected to participate in the following manner:

MBE Firm	Projected MBE Contract Amount and Award Date	Description of Work MBE	Contract Schedule/Start Date(s)	Contract Payment Schedule	Project Completion Date
Name: Address: City: State/Zip Code: Telephone No.:	\$ _____ DATE: _____				
Name: Address: City: State/Zip Code: Telephone No.:	\$ _____ DATE: _____				
Name: Address: City: State/Zip Code: Telephone No.:	\$ _____ DATE: _____				

SECTION II - WBE INFORMATION

In order to achieve the WBE Goals, New York State Certified WOMEN-OWNED firms are expected to participate in the following manner:

WBE Firm	Projected WBE Contract Amount and Award Date	Description of Work WBE	Contract Schedule/Start Date(s)	Contract Payment Schedule	Project Completion Date
Name: Address: City: State/Zip Code: Telephone No.:	\$ _____ DATE: _____ 				
Name: Address: City: State/Zip Code: Telephone No.:	\$ _____ DATE: _____ 				
Name: Address: City: State/Zip Code: Telephone No.:	\$ _____ DATE: _____ 				

SECTION III - EEO INFORMATION

In order to achieve the EEO Goals, Minorities and Females are expected to be employed in the following job categories for the specified amount of work hours:

		All Employees		Minority Employees			
Job Categories	Total Work Hours of Contract	Male	Female	African-American	Asian/Pacific Islander	Native American	Hispanic
Officials/ Managers							
Professionals							
Technicians							
Sales Workers							
Office/Clerical							
Craftsman							
Laborers							
Services/ Workers							
Totals							

VERIFICATION

STATE OF ()

COUNTY OF() **SS No.:**

(A)

_____, being duly sworn, states he or she is the
owner of (or a partner in) the enterprise making the foregoing Utilization Plan and representations made in the Utilization Plan are true to his or her own knowledge.

(B)

_____, being duly sworn, states that he or she is the

Name of Corporate Officer

_____, of _____, the

Title of Corporate Officer

Name of Corporation

enterprise making the foregoing Utilization Plan, that he or she has read the Utilization Plan and knows its contents, that the statements and representations made in the Utilization Plan are true to his or her knowledge, and that the Utilization Plan is made at the direction of the Board of Directors of the Corporation and/or owners.

Date

Signature

Sworn to before me this _____

day of _____, _____

Notary Public

Person assisting in completing the Utilization Plan:

Print Name

Signature

Telephone No.

CONSULTANT/CONTRACTOR DETAILED
M/WBE-EEO UTILIZATION PLAN

This Utilization Plan must be verified under oath in the following manner:

(A) if the enterprise is a sole proprietorship, by owner, or if the enterprise is a partnership, by partner; or

(B) if the enterprise is a corporation, by the principal officer designated by the Board of Directors. All Applicants/Contractors must read and review all items preceding the verification before signing. These items contain responsibilities of the Applicant, rights retained by the State of New York and penalties that may be applied for false statements.

FIRST, this Utilization Plan form, the supporting documents and any other information provided in support of the Utilization Plan are considered part of the Contract/Application. It is recognized and acknowledged that the information contained in this Utilization Plan is given under oath and that any misrepresentation made in this is subject to both the civil and criminal laws of the State of New York.

SECOND, by filing this Utilization Plan, the Contractor/Applicant consents to periodic examination of its books, records, and an interview of its principals and employees by the OMWBP for the purpose of determining the solicitation and utilization of certified Minority and Woman-Owned Business Enterprises.

THIRD, by filing this Utilization Plan, the Applicant/Contractor consents to inquiries that may be directed by the OMWBP to the Applicant's/Contractor's companies, banking institutions, credit agencies, and contractors for the purpose of ascertaining the Applicant's/Contractor's payments to subcontractors.

FOURTH, the Applicant/Contractor agrees to provide notice to the OMWBP of any material change in the information contained in the original application within fifteen (15) days of such change.

FIFTH, by filing this Utilization Plan, the Applicant/Contractor consents to the OMWBP's sharing reports, summaries, reviews, analyses, recommendations and determinations related to this Utilization Plan with other State agencies, which may request such information as a result of the Applicant/Contractor submitting this Utilization Plan.

I have read and acknowledge the foregoing.

Signature of Owner/Applicant

**CONTRACTOR'S APPLICATION FOR PAYMENT
(UNIT PRICE CONTRACT)**

Payee (Name and Address)	FOR INTERNAL USE ONLY	
	STATE COMPTROLLER'S PRE AUDIT CERTIFIED FOR PAYMENT IN THE SUM OF \$ _____ By: _____	Comptroller's Contract Number
		Certificate Number
		Originating Agency
Work Period Ending 20 _____	Date Prepared	

With Final Payment Attach Labor Affidavits for Payroll Period to Conform to New York State Labor Law Section 220.

SCHEDULE I FINANCIAL STATEMENT

CONTRACT AND CHANGE ORDER AMOUNTS		WORK COMPLETED TO DATE	
Line		Line	
1. Original Bid Price (Schedule V, Col. 1)	\$ _____	1. Contract Work Performed (Schedule V, Col. 2)	\$ _____
2. Change Order (Schedule VI, Col. 1)	\$ _____	2. Change Orders (Schedule VI, Col. 2)	\$ _____
3. Net Contract Amount	\$ _____	3. Value earned to Date	\$ _____
4. Maximum Retainage (5% of Line 3)	\$ _____	4. Less Retainage (5% up to Maximum)	\$ _____
		5. Value Earned to Date Less Retainage , Damages, & Credits	\$ _____
		6. Less Prior Payments	\$ _____
		7. This Payment	\$ _____

SCHEDULE II CERTIFICATION BY CONTRACTOR

I _____ (Name) do hereby certify that I am _____ (Title) of the Company/Corporation herein referenced and contractor for the work described in the foregoing application for payment. According to my knowledge and belief all items and amounts shown on the face of this application for payment are correct, all work has been performed and/or materials supplied, the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by this application.

_____ **Date** _____ **Signature**

SCHEDULE III CERTIFICATION OF INSPECTOR

I certify that I have checked and verified the above application for payment; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the contractor; that all work/or material included in this application has been inspected by me and/or by my duly authorized representative or assistants and that the work has been performed and/or materials supplied in full accordance with requirements of the referenced contract; and that payment claimed and requested by the contractor is correctly computed on the basis of work performed and/or material supplied to date.

_____ **Date** _____ **Architect/Engineer**

SCHEDULE IV ENDORSED BY DEPARTMENT OF ENVIRONMENTAL CONSERVATION

EXAMINED AND APPROVED BY RESPONSIBLE DIVISION OR BUREAU				APPROVED FOR PAYMENT BY DIVISION OF FISCAL MANAGEMENT			
_____ DATE	_____ SIGNATURE			_____ DATE	_____ SIGNATURE		

EXPENDITURES								LIQUIDATION			
Dept	Cost Center	Var	Yr	Object	Accum		Amount	Orig. Agency	PO/Contract	Line	F/P
					Dept	Statewide					

**CONTRACTOR'S APPLICATION FOR PAYMENT
(LUMP SUM CONTRACT)**

Payee (Name and Address)	FOR INTERNAL USE ONLY		
	STATE COMPTROLLER'S PRE AUDIT CERTIFIED FOR PAYMENT IN THE SUM OF \$ _____ By: _____	Comptroller's Contract Number	
		Certificate Number	
		Originating Agency	
		Date Prepared	
Work Period Ending 20 _____			

With Final Payment Attach Labor Affidavits for Payroll Period to Conform to New York State Labor Law Section 220.

SCHEDULE I FINANCIAL STATEMENT

CONTRACT AND CHANGE ORDER AMOUNTS Line		WORK COMPLETED TO DATE Line	
1. Original Bid Price (Schedule V, Col. 1)	\$	1. Contract Work Performed (Schedule V, Col. 2)	\$
2. Change Order (Schedule VI, Col. 1)	\$	2. Change Orders (Schedule VI, Col. 2)	\$
3. Net Contract Amount	\$	3. Value earned to Date	\$
4. Maximum Retainage (5% of Line 3)	\$	4. Less Retainage (5% up to Maximum)	\$
		5. Value Earned to Date Less Retainage, Damages, & Credits	\$
		6. Less Prior Payments	\$
		7. This Payment	\$

SCHEDULE II CERTIFICATION BY CONTRACTOR

I _____ (Name) do hereby certify that I am _____ (Title) of the Company/Corporation herein referenced and contractor for the work described in the foregoing application for payment. According to my knowledge and belief all items and amounts shown on the face of this application for payment are correct, all work has been performed and/or materials supplied, the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by this application.

_____ **Date** _____ **Signature**

SCHEDULE III CERTIFICATION OF INSPECTOR

I certify that I have checked and verified the above application for payment; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the contractor; that all work/or material included in this application has been inspected by me and/or by my duly authorized representative or assistants and that the work has been performed and/or materials supplied in full accordance with requirements of the referenced contract; and that payment claimed and requested by the contractor is correctly computed on the basis of work performed and/or material supplied to date.

_____ **Date** _____ **Architect/Engineer**

SCHEDULE IV ENDORSED BY DEPARTMENT OF ENVIRONMENTAL CONSERVATION

EXAMINED AND APPROVED BY RESPONSIBLE DIVISION OR BUREAU

APPROVED FOR PAYMENT BY DIVISION OF FISCAL MANAGEMENT

_____ **DATE** _____ **SIGNATURE** _____ **DATE** _____ **SIGNATURE**

EXPENDITURES							LIQUIDATION				
Dept	Cost Center	Var	Yr	Object	Accum		Amount	Orig. Agency	PO/Contract	Line	F/P
					Dept	Statewide					

Final Payment Release

For and in consideration of the receipt of final payment on the contract hereinafter identified, and in order to induce the New York State Department of Environmental Conservation (**Department**) to make such payment, the **Contractor** hereby releases the **Department** for any and all claims, of any nature whatsoever, arising under or in connection with the contract, except for the following claims:

(List any exempted claims)

For and in consideration of the receipt of final payment on the contract hereinafter identified, and in order to induce the **Department** to make such payment, the **Contractor** hereby states that it has paid all moneys due subcontractors, subconsultants, suppliers, material, men or others due payment for work or services performed in furtherance of this contract, except as follows:

(List all subcontractors, subconsultants, suppliers, etc. who have outstanding claims for payment or who have not been paid in full. A complete explanation of the facts and circumstances should be set forth on a separate sheet and attached hereto)

The **Contractor** hereby indemnifies and holds the **Department** and the State of New York harmless from any losses from claims, demands, payments, suits, actions, liens, recoveries and judgments of every nature and description brought or recovered against it by reason of failure to make such payments.

Contract Number: D007631

Firm

Print Name

Signature

Date

(CORPORATE ACKNOWLEDGMENT WITH SEAL)

State of _____)
County of _____) s.s.:

On the ____ day of _____, 20 ____, before me personally came _____ to me known, who being duly sworn, did depose and say that (s)he resides in _____, New York; that (s)he is _____ (*title*) of _____ (*firm*) the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that (s)he signed his(her) name thereto by like order.

Seal

Notary Public

(CORPORATE ACKNOWLEDGMENT WITH SEAL)

State of _____)
County of _____) s.s.:

On the ____ day of _____, 20 ____, before me personally came _____ to me known, who being duly sworn, did depose and say that (s)he resides in _____, New York; that (s)he is _____ (*title*) of _____ (*firm*) the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that (s)he signed his(her) name thereto by like order.

Seal

Notary Public

(CORPORATE ACKNOWLEDGMENT WITHOUT SEAL)

State of _____)
County of _____) s.s.:

On the ____ day of _____, 20 ____, before me personally came _____, to me known, who being duly sworn, did depose and say that (s)he resides in _____, New York; that (s)he is an officer of _____ (*firm*) ; namely, the _____ (*title*) of _____ (*firm*); that (s)he is authorized by the governing body of said corporation to sign contracts; and that (s)he did sign the foregoing instrument on behalf of, and with authority to bind said corporation.

Notary Public

ARTICLE 4(c)

Payment Affidavit

This Article 4(c) is not applicable

Office of the State Comptroller
Division of Pre-Audit and Accounting Records
BUREAU OF STATE EXPENDITURES

New York State Labor Law, Section 220-a, Subcontractor's Certification

- 1) That I am an officer of _____ a subcontractor on public Contract Number _____ and I am duly authorized to make this affidavit on behalf of the firm.
- 2) That I make this affidavit in order to comply with the provisions of Section 220-a of the Labor Law.
- 3) That on _____ we received from _____ the prime contractor a copy of the initial/revised schedule of wages and supplements Prevailing Rate Schedule Case Number **2008004216** (PRC) specified in the public improvement contract.
- 4) That I have reviewed such schedule(s), and agree to pay the applicable prevailing wages and to pay or provide the supplements specified therein.

Signature

Print Name

Title

Acknowledgment

STATE OF _____)
) SS:
COUNTY OF _____)

On the _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person described in and who executed for foregoing instrument and acknowledged to me that (s)he executed the same.

Notary Public

If this affidavit is verified by an oath administered by a notary public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See CPLR § 2309(c); Real Property Law, § 311, 312).

SECTION VI

Agreement

This Agreement by and between the **New York State Department of Environmental Conservation**, (hereinafter referred to as **Department**) having offices at 625 Broadway, Albany, New York 12233 and _____

_____ a corporation organized and existing under the laws of the State of _____

_____ a partnership, consisting of

_____ an individual conducting business as

the location of whose principal office is _____ hereinafter called "**Contractor**."

WITNESSETH

Whereas, **Department** is empowered by law to obtain services; the performance of these services is essential to **Department**; and **Department**, after fully examining all of its internal capabilities and thoroughly investigating all possible alternative approaches, has determined that certain tasks can best be accomplished through a contract;

Whereas, **Contractor** hereby represents that it is capable of providing the services which are the subject matter of this Contract;

Now Therefore, **Department and Contractor**, in consideration of the mutual covenants hereinafter set forth agree as follows:

ARTICLE 1 - Defined Terms

Terms used in the Agreement which are defined in the Contract Documents have the intent and meanings assigned to them in the Contract Documents.

ARTICLE 2 - Work

As indicated or specified in the Contract Documents, **Contractor** shall complete in a timely and workmanlike manner, any and all obligations, duties and responsibilities, and provide any and all labor, materials, equipment, temporary facilities, and incidentals necessary to complete the construction generally identified and shown on the plans and Contract Documents entitled:

New York State Department of Environmental Conservation

Site Name: BB&S Treated Lumber Corporation

Contract Number: D007631

Date: November 2009

ARTICLE 3 - Engineer

Ecology & Environment Engineering, P.C. shall assume all duties and responsibilities of and have the rights and authority assigned to **Engineer** in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - Contract Documents

The Documents which comprise the entire Contract between **Department** and **Contractor** concerning the Work consist of the following:

- 4.0 Appendices A and B
- 4.1 **Engineer's** written clarifications and interpretations
- 4.2 Change Orders
- 4.3 Administrative Agreements
- 4.4 Field Orders
- 4.5 Proposed Change Orders signed by **Department**
- 4.6 Approved Shop Drawings
- 4.7 Addenda
- 4.8 Agreement
- 4.9 Measurement for Payment
- 4.10 Bid Forms and Attachments Exclusive of Bonds and Insurance Certificates
- 4.11 Drawings, Plans
- 4.12 Supplementary Specifications
- 4.13 Supplementary Conditions
- 4.14 Standard Specifications
- 4.15 General Conditions
- 4.16 Supplementary Bidding Information and Requirements
- 4.17 Bidding Information and Requirements
- 4.18 Terms and Definitions
- 4.19 Advertisement
- 4.20 Bonds and Insurance Certificates

In the event of a conflict between the documents set forth above, they shall be entitled to priority according to the order in which they are listed.

ARTICLE 5 - Contractor's Representations

In order to induce **Department** to enter into this Agreement, **Contractor** makes the following representations:

- 5.1 **Contractor** has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and applicable Laws that in any manner may affect cost, schedule, progress, performance or furnishing of the Work.
- 5.2 **Contractor** has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in Information to Bidders, as provided in the General Conditions, and accepts the determination set forth in said Section to the extent of the technical data contained in such reports and drawings upon which **Contractor** is entitled to reply.

- 5.3 **Contractor** has obtained and carefully studied all such examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, schedule, progress, performance or furnishing of the Work as **Contractor** considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 3 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by **Contractor** for such purposes.
- 5.4 **Contractor** has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by **Contractor** in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 3 of the General Conditions.
- 5.5 **Contractor** has correlated (or assumes responsibility for correlating) the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 5.6 **Contractor** has given **Engineer** written notice of all conflicts, errors or discrepancies that he (she) has discovered in the Contract Documents and any written resolution thereof is acceptable to **Contractor**.

ARTICLE 6 - Contract Time

The number of days within which, or alternatively, the dates by which, the Work, or any specified part thereof, is to be completed (the Contract Times) are set forth as follows:

- 6.1 The Work will be Substantially Completed within **three hundred (300) calendar days** from the date established in the Notice to Proceed.
- 6.2 Separable parts of the Work, if specified in an Attachment A to this Agreement, will be Substantially Completed within the number of days stated in Attachment A from the date established in the Notice to Proceed.
- 6.3 The Work will be completed and ready for final payment in accordance with the General Conditions within **three hundred and thirty (330) calendar days** from the date established in the Notice to Proceed or within 60 days of substantial completion, whichever is sooner.
- 6.4 **Department** and **Contractor** recognize that the Contract Time(s) specified in paragraphs 6.1, 6.2, and 6.3 above are of the essence of this Agreement, and that **Department** may suffer financial loss if the Work is not completed within the Contract Time(s) specified above, plus any extensions thereof allowed in accordance with the General Conditions, as amended or supplemented in the Supplementary Conditions.
- 6.5 Accordingly, **Contractor** agrees to forfeit and pay **Department** as liquidated damages, and not as a penalty, the amount of **two-thousand six hundred and eighty four dollars (\$2,684)** for each day that expires after the Contract Time specified in paragraph 6.1 above for Substantial Completion until the Work is Substantially Complete. **Contractor** further agrees to pay **Department** as liquidated damages, and not as a penalty, each of the amounts set forth in attachment a to this agreement for each day that expires after each of the contract times specified in paragraph 6.2 above for substantial completion until the each of the separable parts of the work is substantially complete. After substantial completion of

the work, if **Contractor** shall neglect, refuse or fail to complete the remaining work within the contract time or any proper extension thereof granted by **Department**, **Contractor** shall pay **Department** as liquidated damages, and not as a penalty, the amount of one-thousand five hundred seventy three dollars (\$1,573) for each day that expires after the Contract Time specified in paragraph 6.3 above for completion and readiness for payment. These liquidated damages are additive and represent a reasonable estimate, in lieu of any such proof, of **Department's** extra expenses for Inspection, engineering services, administrative costs, and Interim excess operating costs for each day that expires after the associated Contract Time.

- 6.6 In addition to the liquidated damage amounts set forth in paragraph 6.5 above, **Contractor** agrees to pay **Department's** additional actual damages arising out of the types of expenses itemized below for each day that expires after each of the Contract Times specified in paragraph 6.1 above for Completion of each of the designated parts of the Work until each of the designated parts of the Work achieves the specified completion. These actual damages are additive and shall equal **Department's** expenditures for costs other than those itemized in paragraph 6.5, including, but not limited to, delay damage settlements or awards related to other separate contracts, delay penalties or fines imposed by regulatory agencies, contract damage and loss of use, excess financing costs, and professional fees and related expenses incurred thereto.

ARTICLE 7 - Alterations and Omissions

Department reserves the right, at any time during the progress of the work, to alter the plans or omit any portion of the work as it may deem reasonably necessary for the public interest; making allowances for additions and deductions with compensation made in accordance with the Contract Documents.

ARTICLE 8 - Determinations as to Variances

In case of any ambiguity in the Contract Documents, the matter must be immediately submitted to the Representative of **Department** designated in the Contract Documents, who shall adjust the same, and his (her) decision in relation thereto shall be final and conclusive upon the parties.

ARTICLE 9 - Payment Procedures

Contractor shall submit Applications for Payment on standard form in accordance with the General Conditions. Applications for Payment will be processed by **Engineer** as provided in the General Conditions, as amended or supplemented in the Supplementary Conditions and in accordance with Section 139-f of the State Finance Law.

- 9.1 **Progress Payments.** **Contractor** shall submit Applications for Payments to **Engineer** for review no more frequently than monthly in accordance with paragraph 13.2 of the General Conditions from the date when the Contract Time commences to run. **Department** shall make progress payments against the Contract Price on the basis of **Contractor's** Applications for Payment as recommended by **Engineer** as provided below. All progress payments will be calculated on the basis of the progress of the Work measured by the schedule of values established pursuant to paragraph 1.4.3 of the General Conditions. Progress payments will also be made for materials pertinent to the Contract in accordance with the General Conditions.
- 9.1.1 Prior to Substantial Completion of the Work, progress payments will be made less five percent (5%) the aggregate of payments (i.e. retainage) previously made and less an amount necessary to satisfy any claims, liens, or judgments against **Contractor** which have not been suitably discharged.

- 9.2 **Payment upon substantial completion.** When the work or major portions thereof, as contemplated in the Contract Documents, is substantially completed, **Contractor** shall submit to **Department**, an Application for Payment in accordance with the General Conditions for the remaining amount of the contract balance or amount due for that major portion completed. **Department** will pay the remaining Contract balance, or amount due for that major portion completed, less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens, judgments against **Contractor** which have not been suitably discharged. Payment for remaining items will be made upon their completion.
- 9.3 **Final Payment.** Upon final completion of the physical Work and acceptance of the Work in accordance with the General Conditions, **Department** shall pay the remainder of the Contract Price as recommended by **Engineer**.

ARTICLE 10 - No Estimate on Contractor's Noncompliance

It is further agreed that so long as **Contractor** has not complied with any lawful or proper direction concerning the work or material given by **Department**, **Contractor** shall not be entitled to have any estimate made for the purpose of payment, nor shall any estimate be rendered on account of work done or material furnished until **Contractor** has fully and satisfactorily complied with such direction.

ARTICLE 11 - Delays, Inefficiencies, and Interference

Contractor agrees to make no claim for any consequential damages attributable to any delays, or act in the performance of this contract which are not directly occasioned by any act or omission to act by the State or any of its representatives. In the event **Contractor** completes the work prior to the contract completion date set forth in the proposal, **Contractor** hereby agrees to make no claim for extra costs due to delays, interferences or inefficiencies in the performance of the work.

- 1) **Contractor** further agrees that it has included in its bid prices for the various items of the contract any additional costs for delays, inefficiencies, or interferences affecting the performance or scheduling of contract work caused by, or attributable to, the following instances:
- a) The work or the presence on the Site of any third party, including but not limited to that of other contractors or personnel employed by the State, or by other public bodies, by railroad, transportation or utility companies or corporations, or by private enterprises, or any delay in progressing such work by any third party.
 - b) The existence of any facility or appurtenance owned, operated, or maintained by any third party.
 - c) The act, or failure to act, of any other public or governmental body, including, but not limited to, approvals, permits, restrictions, regulations or ordinances.
 - d) Restraining orders, injunctions, or judgments issued by a court.
 - e) Any labor boycott, strike, picketing or similar situation.
 - f) Any shortages of supplies or materials required by the contract work.
 - g) Any situation which was, or should have been within, the contemplation of the parties at the time of entering into the contract.

ARTICLE 12 - Postponement, Suspension or Termination

- 12.1 **Department** shall have the right to postpone, suspend or terminate this Contract in whole or in part for the convenience of **Department**. If, after termination for cause of **Contractor** it is determined that no cause existed for termination of **Contractor**, such termination shall be deemed to have been made for the convenience of **Department**.
- 12.2 If this Contract is terminated by **Department** for convenience or cause, **Department** shall make payment on an equitable basis for all work performed in accordance with the Contract Documents prior to termination in accordance with paragraphs 12.3 and 12.4 below.
- 12.3 If this contract is terminated for cause, no payment shall be made for anticipated profit on unperformed work or services. Additionally, **Department** may adjust any payment due to **Contractor** at the time of termination to account for any additional costs to **Department** because of **Contractor's** default.
- 12.4 If this contract is terminated for convenience, payment shall be made for any services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by **Contractor** which had become firm prior to the termination.
- 12.5 Upon termination of this Contract under this Agreement, **Department** may take over the work or may award or negotiate a contract with another party to complete work required by these Contract Documents.

ARTICLE 13 - Completion of Physical Work and Final Acceptance

The time within which **Department** may bring an action on the Contract against **Contractor** shall be computed from the date of completion of the physical Work. In accordance with Section 138-a of the State Finance Law, **Contractor** shall notify **Department** in writing that the physical Work has been completed. The date of completion must be no more than thirty days prior to the date of the notice. This notice must be delivered personally or by either registered or certified mail, return receipt requested to the exact address given below.

**George W. Harris, Chief
Remedial Bureau E, Section A
Division of Environmental Remediation
625 Broadway, 12th Floor
Albany, New York 12233-7017**

If **Department** disagrees with the date set forth in the notice, it will so advise **Contractor** in writing within 30 days of receipt of the notice. This notice will be delivered by either registered or certified mail, return receipt requested to **Contractor's** address as shown in this Agreement.

If **Department** accepts **Contractor's** date of completion of physical Work, **Department's** final acceptance of work shall be as of that date.

When, in the opinion of **Department**, **Contractor** has fully performed the physical Work under the Contract, **Department** shall notify **Contractor** in writing of final acceptance.

ARTICLE 14 - Final Payment

After the final acceptance of the work, **Engineer** shall prepare a final agreement of the work performed and the materials placed and shall compute the value of such work and materials under and according to the terms of the contract. This agreement shall be certified, as to its correctness, by **Engineer** and submitted for final approval to **Department**. The Representative of **Department** designated in the Contract Documents shall have the right to reject the whole or any portion of the final agreement, should the said certificate of **Engineer** be found or known to be inconsistent with the terms of the agreement or otherwise improperly given and upon failure of **Contractor** to provide requested documentation including but not limited to that regarding payment of wages, suppliers or subcontractors. All certificates upon which partial payments may have been made being merely estimates, shall be subject to correction in the final certificate or final agreement.

ARTICLE 15 - Disposition of Documents and Data

Upon final acceptance of work under this Contract or termination of this Contract pursuant to this Agreement, or upon written demand of **Department**, **Contractor** shall promptly deliver or otherwise make available to **Department** all data, drawings, reports, estimates, and such other information and materials as may have been accumulated by **Contractor** in performing this Contract.

ARTICLE 16 - Applicable Law; Jurisdiction; Service of Legal Process

Contractor agrees:

- 16.1 That this Agreement is subject to and governed by all applicable federal and New York State law.
- 16.2 To procure all necessary licenses and permits.
- 16.3 To voluntarily and irrevocably submit to the jurisdiction of a New York State Court of competent jurisdiction, to resolve any dispute or controversy arising out of this Contract.
- 16.4 That the venue of any action at law or in equity commenced against **Department** arising out of a Project in one of **Department's** regions, shall be in the county in that Region where **Department** regional headquarters is located.
- 16.5 That the service of legal process or any notices in connection with a dispute or controversy arising out of this Contract, by United States registered mail, postage prepaid, addressed to the Designated representative of **Department** at the address stated in the Contract. Documents shall constitute good and valid service of process upon **Engineer**.
- 16.6 To waive any defense based on or alleging lack of jurisdiction, improper venue, or invalid service, if there is compliance with paragraphs 16.3 and 16.4 in this Article.
- 16.7 This Contract may be presented in court as conclusive evidence of the foregoing agreement.

ARTICLE 17 - Sales and Use Tax Exemption

Contractor represents that this project has been bid in such a manner that **Department** has full advantage of available exemptions from sales and compensating use taxes. Accordingly, **Contractor** agrees to make all payment requests in a manner which affords **Department** full advantage of such exemptions. Further, **Contractor** agrees to complete and to require all subcontractors and material men to complete a Contractor Exempt Purchase Certificate in the name of the New York State Department of Environmental Conservation, which shall be furnished to all persons, firms or corporations from whom they purchase materials, equipment or supplies which are tax exempt by reason of the fact that they will be sold to **Department**, or will be used as an integral component in the construction, rehabilitation, or improvement of any structure of building required by the Contract Documents.

Contractor agrees to maintain and keep, and to contractually require all subcontractors and material men to maintain and keep, records relating to the tax exemption of material, equipment and Supplies for a period of six years. The six year period shall commence to run as of the date of final payment.

ARTICLE 18 - Effective Date

This Contract shall take effect as of the date it is approved and filed by the Comptroller.

ARTICLE 19 - Contract Price

The maximum payment which **Department** shall pay to **Contractor**, and which **Contractor** agrees to accept as full payment for its work under this Contract, is the total of:

1) Bid \$ _____

2) Bid Alternate (Pollution Liability Insurance) \$ _____

Plus change order(s) **Total** \$ _____

CONTRACT NUMBER: D007631

IN WITNESS WHEREOF, representatives of the Department and the Contractor have executed this Contract on the day and year written beneath their respective signatures. The signatory for the Department provides the following Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

FOR DEPARTMENT

By: _____

Title: _____

Date: _____

FOR CONTRACTOR

By: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

For Attorney General

Date: _____

Approved:

**Thomas P. DiNapoli
State Comptroller**

By: _____

Date: _____

This contract is not effective until it is approved by the State Comptroller and filed in his office (Section 112, State Finance Law).

(CORPORATE ACKNOWLEDGMENT WITH SEAL)

State of _____)
County of _____) s.s.:

On the ____ day of _____, 20 ____, before me personally came _____ to me known, who being duly sworn, did depose and say that (s)he resides in _____, New York; that (s)he is _____ (*title*) of _____ (*firm*) the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that (s)he signed his(her) name thereto by like order.

Seal

Notary Public

(CORPORATE ACKNOWLEDGMENT WITHOUT SEAL)

State of _____)
County of _____) s.s.:

On the ____ day of _____, 20 ____, before me personally came _____, to me known, who being duly sworn, did depose and say that (s)he resides in _____, New York; that (s)he is an officer of _____ (*firm*) ; namely, the _____ (*title*) of _____ (*firm*); that (s)he is authorized by the governing body of said corporation to sign contracts; and that (s)he did sign the foregoing instrument on behalf of, and with authority to bind said corporation.

Notary Public

(CO-PARTNERSHIP ACKNOWLEDGMENT)

State of _____)
County of _____) s.s.:

On the ____ day of _____, 20 ____, before me personally came _____ to me known and known to me to be a member of _____, the firm described in and which executed the foregoing instrument, and (s)he acknowledged to me that (s)he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

Seal

Notary Public

(INDIVIDUAL ACKNOWLEDGMENT)

State of _____)
County of _____) s.s.:

On the ____ day of _____, 20 ____, before me personally came _____ to me personally known, and known to me to be the individual described in, and who executed the foregoing instrument, and (s)he duly acknowledged to me that (s)he executed the same.

Seal

Notary Public

TABLE OF CONTENTS

1. Executory Clause
2. Non-Assignment Clause
3. Comptroller's Approval
4. Workers' Compensation Benefits
5. Non-Discrimination Requirements
6. Wage and Hours Provisions
7. Non-Collusive Bidding Certification
8. International Boycott Prohibition
9. Set-Off Rights
10. Records
11. Identifying Information and Privacy Notification
12. Equal Employment Opportunities For Minorities and Women
13. Conflicting Terms
14. Governing Law
15. Late Payment
16. No Arbitration
17. Service of Process
18. Prohibition on Purchase of Tropical Hardwoods
19. MacBride Fair Employment Principles
20. Omnibus Procurement Act of 1992
21. Reciprocity and Sanctions Provisions
22. Purchases of Apparel

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the

performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor

within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment,

employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

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

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

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

APPENDIX B
(For DER Superfund/BOA Contracts)
Standard Clauses for All New York State Department
of Environmental Conservation Contracts

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

I. Postponement, suspension, abandonment or termination by the Department:

The Department shall have the right to postpone, suspend, abandon or terminate this contract, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the Contractor shall immediately stop work, take steps to incur no additional obligations, and to limit further expenditures. Within 15 days of receipt of notice, the Contractor shall deliver to the Department all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to source codes and specifications, guarantees, warranties, as-built plans and shop drawings. In any of these events, the Department shall make settlement with the Contractor upon an equitable basis as determined by the Department which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

II. Indemnification and Holdharmless The Contractor agrees that it will indemnify and save harmless the Department and the State of New York from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of any acts or omissions of the Contractor, its agents, employees, or subcontractors in the performance of this contract which are shown to have been the result of negligence, gross negligence or reckless, wanton or intentional misconduct.

III. Conflict of Interest (a) Organizational Conflict of Interest. To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant

facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.

(1) An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, impair or appear to impair the Contractor's objectivity in performing the work for the Department.

(2) The Contractor agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Department, to avoid, mitigate, or minimize the actual or potential conflict.

(3) To the extent that the work under this contract requires access to personal, proprietary or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

(b) Personal Conflict of Interest: The following provisions with regard to management or professional level employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

(1) A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor agrees to notify the Department immediately of any actual, or potential personal conflict of interest with regard to any such person working on or having access to information regarding this contract, as soon as Contractor becomes aware of such conflict. The Department will notify the Contractor of the appropriate action to be taken.

(2) The Contractor agrees to advise all management or professional level employees involved in the work of this contract, that they must report any personal conflicts of interest to the Contractor. The Contractor must then advise the Department which will advise the Contractor of the appropriate action to be taken.

(3) Unless waived by the Department, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, as defined herein, have been reported to the Department. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by the Department. Along with the annual certification, the Contractor shall also submit an update of any changes in any conflict of interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.

(4) In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without Department approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York State Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) Remedies - The Department may terminate this contract in whole or in part, if it deems such termination

necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be permitted by the terms of Clause I of this Appendix or other applicable provisions of this contract regarding termination.

(d) The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has developed the statement of work or the solicitation package

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder (except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services) provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Department.

If this is a contract for work related to action at an inactive hazardous waste site, the following paragraph shall apply to those Contractors whose work requires the application of professional judgment: It does not apply to construction contracts.

(f) Due to the scope and nature of this contract, the Contractor shall observe the following restrictions on future hazardous waste site contracting for the duration of the contract.

(1) The Contractor, during the life of the work assignment and for a period of three (3) years after the completion of the work assignment, agrees not to enter into a contract with or to represent any party with respect to any work relating to remedial activities or work pertaining to a site where the Contractor previously performed work for the Department under this contract without the prior written approval of the Department.

(2) The Contractor agrees in advance that if any bids/proposals are submitted for any work for a third party that would require written approval of the Department prior to entering into a contract because of the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk, and no claim shall be made against the Department to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

IV. **Requests for Payment** All requests for payment

by the Contractor must be submitted on forms supplied and approved by the Department. Each payment request must contain such items of information and supporting documentation as are required by the Department, and shall be all-inclusive for the period of time covered by the payment request.

V. Compliance with Federal

requirements To the extent that federal funds are provided to the Contractor or used in paying the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized. The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform substantially to the language of this clause.

VI. Independent Contractor The Contractor shall have the status of an independent contractor. Accordingly, the Contractor agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim to be, an officer or employee of the Department by reason of this contract. It further agrees that it will not make any claim, demand or application to the Department for any right or privilege applicable to an officer or employee of the Department, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

VII. Article 15-A Requirements The terms contained in this clause shall have the definitions as given in, and shall be construed according to the intent of Article 15-A of the Executive Law, 5 NYCRR Part 140, et. seq., Article 52 of the Environmental Conservation Law and 6 NYCRR Part 615, et. seq., as applicable, and any goals established by this clause are subject to the intent of such laws and regulations.

(a) If the maximum contract price herein equals or exceeds \$25,000, and this contract is for labor, services, supplies, equipment, or materials; or

(b) If the maximum contract price herein equals or exceeds \$100,000 and this contract is for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; then

(c) The affirmative action provisions and equal employment opportunity provisions contained in this paragraph and paragraphs (d) and (e) of this clause shall be applicable within the limitations established by

Executive Law §§312 and 313 and the applicable regulations.

(1) The Contractor is required to make good faith efforts to subcontract at least ____% of the dollar value of this contract to Minority Owned Business Enterprises (MBEs) and at least ____% of such value to Women Owned Business Enterprises (WBEs).

(2) The Contractor is required to make good faith efforts to employ or contractually require any Subcontractor with whom it contracts to make good faith efforts to employ minority group members for at least ____% of, and women for at least ____% of, the workforce hours required to perform the work under this contract.

(3) The Contractor is required to make good faith efforts to solicit the meaningful participation by enterprises identified in the NYS Directory of Certified Businesses provided by:

Empire State Development Corp.
Div. Minority & Women's Business Development
30 South Pearl Street
Albany, New York 12245

Phone: (518) 292-5250

Fax: (518) 292-5803

and

Empire State Development Corp.

633 Third Avenue

New York, NY 10017

Phone: (212) 803-2414

Fax: (212) 803-3223

internet: www.empire.state.ny.us/esd.htm

(d) The Contractor agrees to include the provisions set forth in paragraphs (a), (b) and

(c) above and paragraphs (a), (b), and (c) of clause 12 of Appendix A in every subcontract in such a manner that the provisions will be binding upon each Subcontractor as to work under such subcontract. For the purpose of this paragraph, a "subcontract" shall mean an agreement providing for a total expenditure in excess of \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon in which a portion of the Contractor's obligation under a State contract is undertaken or assumed.

(e) The Contractor is required to make good faith efforts to utilize the MBE/WBEs identified in the utilization plan to the extent indicated in such plan, and otherwise to implement it according to its terms. The Contractor is requested to report on such

implementation periodically as provided by the contract, or annually, whichever is more frequent.

VIII. Compliance with applicable laws

(a) Prior to the commencement of any work under this contract, the Contractor is required to meet all legal requirements necessary in the performance of the contract. This includes but is not limited to compliance with all applicable federal, state and local laws and regulations promulgated thereunder. It is the Contractor's responsibility to obtain any necessary permits, or other authorizations. By signing this contract, the Contractor affirmatively represents that it has complied with said laws, unless it advises the Department otherwise, in writing. The Department signs this contract in reliance upon this representation.

(b) During the term of this contract, and any extensions thereof, the Contractor must remain in compliance with said laws. A failure to notify the Department of noncompliance of which the Contractor was or should have been aware, may be considered a material breach of this contract.

IX. **Dispute Resolution** The parties agree to the following steps, or as many as are necessary to resolve disputes between the Department and the Contractor.

(a) The Contractor specifically agrees to submit, in the first instance, any dispute relating to this contract to the designated individual, who shall render a written decision and furnish a copy thereof to the Contractor.

(1) The Contractor must request such decision in writing no more than fifteen days after it knew or should have known of the facts which are the basis of the dispute.

(2) The decision of the designated individual shall be the final agency determination, unless the Contractor files a written appeal of that decision with the designated appeal individual ("DAI") within twenty days of receipt of that decision.

(b) Upon receipt of the written appeal, the DAI, will review the record and decision. Following divisional procedures in effect at that time, the DAI will take one of the following actions, with written notice to the Contractor.

(1) Remand the matter to the program staff for further negotiation or information if it is determined that the matter is not ripe for review; or

(2) Determine that there is no need for further action, and that the determination of the designated individual is confirmed; or

(3) Make a determination on the record as it exists.

(c) The decision of the DAI shall be the final agency decision unless the Contractor files a written appeal of that decision with the Chair of the Contract Review Committee ("CRC") within twenty days of receipt of that decision.

The designated individual to hear disputes is:

(Name and Title)

(Address)

(Telephone)

The designated appeal individual to review decisions is:

(Name and Title)

(Address)

(Telephone)

The Chair of the Contract Review Committee is:

Department of Environmental Conservation
Nancy W. Lussier, Chair
Contract Review Committee
625 Broadway, 10th Floor
Albany, NY 12233-5010
Telephone: (518) 402-9228

(d) Upon receipt of the written appeal, the Chair of the CRC, in consultation with the members of the CRC and the Office of General Counsel, will take one of the following actions, or a combination thereof, with written notice to the Contractor.

(1) Remand the matter to program staff for additional fact finding, negotiation, or other appropriate action; or

- (2) Adopt the decision of the DAI; or
- (3) Consider the matter for review by the CRC in accordance with its procedures.
- (e) Following a decision to proceed pursuant to (d) 3, above, the Chair of the CRC shall convene a proceeding in accordance with the CRC's established contract dispute resolution guidelines. The proceeding will provide the Contractor with an opportunity to be heard.
- (f) Following a decision pursuant to (d) 2 or (d) 3, the CRC shall make a written recommendation to the Assistant Commissioner for Administration who shall render the final agency determination.
- (g) At any time during the dispute resolution process, and upon mutual agreement of the parties, the Office of Hearings and Mediation Services (OHMS) may be requested to provide mediation services or other appropriate means to assist in resolving the dispute. Any findings or recommendations made by the OHMS will not be binding on either party.
- (h) Final agency determinations shall be subject to review only pursuant to Article 78 of the Civil Practice Law and Rules.
- (i) Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the designated individual. Nothing in this Contract shall be construed as making final the decision of any administrative officer upon a question of law.
- (j) (1) Notwithstanding the foregoing, at the option of the Contractor, the following shall be subject to review by the CRC: Disputes arising under Article 15-A of the Executive Law (Minority and Women Owned Business participation), the Department's determination with respect to the adequacy of the Contractor's Utilization Plan, or the Contractor's showing of good faith efforts to comply therewith. A request for a review before the CRC should be made, in writing, within twenty days of receipt of the Department's determination.
- (2) The CRC will promptly convene a review in accordance with Article 15-A of the Executive Law and the regulations promulgated thereunder.

X. Labor Law Provisions

- (a) When applicable, the Contractor shall post, in a

location designated by the Department, a copy of the New York State Department of Labor schedules of prevailing wages and supplements for this project, a copy of all re-determinations of such schedules for the project, the Workers' Compensation Law Section 51 notice, all other notices required by law to be posted at the site, the Department of Labor notice that this project is a public work project on which each worker is entitled to receive the prevailing wages and supplements for their occupation, and all other notices which the Department directs the Contractor to post. The Contractor shall provide a surface for such notices which is satisfactory to the Department. The Contractor shall maintain such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. Contractor shall post such notices before commencing any work on the site and shall maintain such notices until all work on the site is complete.

(b) When appropriate, contractor shall distribute to each worker for this Contract a notice, in a form provided by the Department, that this project is a public work project on which each worker is entitled to receive the prevailing wage and supplements for the occupation at which he or she is working. Worker includes employees of Contractor and all Subcontractors and all employees of suppliers entering the site. Such notice shall be distributed to each worker before they start performing any work of this contract. At the time of distribution, Contractor shall have each worker sign a statement, in a form provided by the Department, certifying that the worker has received the notice required by this section, which signed statement shall be maintained with the payroll records required by the following paragraph (c).

(c) Contractor shall maintain on the site the original certified payrolls or certified transcripts thereof which Contractor and all of its Subcontractors are required to maintain pursuant to the New York Labor Law Section 220. Contractor shall maintain with the payrolls or transcripts thereof, the statements signed by each worker pursuant to paragraph (b).

(d) Within thirty days of issuance of the first payroll, and every thirty days thereafter, the Contractor and every subcontractor must submit a transcript of the original payroll to the Department, which transcript must be subscribed and affirmed as true under penalty of perjury.

XI. Offset In accordance with State Law, the Department has the authority to administratively offset

any monies due it from the Contractor, from payments due to the Contractor under this contract. The Department may also (a) assess interest or late payment charges, and collection fees, if applicable; (b) charge a fee for any dishonored check; (c) refuse to renew certain licenses and permits.

XII. Tax Exemption Pursuant to Tax Law Section 1116, the State is exempt from sales and use taxes. A standard state voucher is sufficient evidence thereof. For federal excise taxes, New York's registration Number 14740026K covers tax-free transactions under the Internal Revenue Code.

XIII. Litigation Support In the event that the Department becomes involved in litigation related to the subject matter of this contract, the Contractor agrees to provide background support and other litigation support, including but not limited to depositions, appearances, and testimony. Compensation will be negotiated and based on rates established in the contract, or as may otherwise be provided in the contract.

XIV. Equipment Any equipment purchased with funds provided under this contract, shall remain the property of the Department, unless otherwise provided in the contract. The Contractor shall be liable for all costs for maintaining the property in good, usable condition. It shall be returned to the Department upon completion of the contract, in such condition, unless the Department elects to sell the equipment to the Contractor, upon mutually agreeable terms.

XV. Inventions or Discoveries Any invention or discovery first made in performance of this Contract shall be the property of the Department, unless otherwise provided in the contract. The Contractor agrees to provide the Department with any and all materials related to this property. At the Department's option, the Contractor may be granted a non-exclusive license.

XVI. Patent and Copyright Protection If any patented or copyrighted material is involved in or results from the performance of this Contract, this Article shall apply.

(a) The Contractor shall, at its expense, defend any suit instituted against the Department and indemnify the Department against any award of damages and costs made against the Department by a final judgment of a court of last resort based on the claim that any of the products, services or consumable supplies furnished by the Contractor under this Contract infringes any patent,

copyright or other proprietary right; provided the Department gives the Contractor:

(1) prompt written notice of any action, claim or threat of infringement suit, or other suit, and

(2) the opportunity to take over, settle or defend such action at the Contractor's sole expense, and

(3) all available information, assistance and authority necessary to the action, at the Contractor's sole expense.

The Contractor shall control the defense of any such suit, including appeals, and all negotiations to effect settlement, but shall keep the Department fully informed concerning the progress of the litigation.

(b) If the use of any item(s) or parts thereof is held to infringe a patent or copyright and its use is enjoined, or Contractor believes it will be enjoined, the Contractor shall have the right, at its election and expense to take action in the following order of precedence:

(1) procure for the Department the right to continue using the same item or parts thereof;

(2) modify the same so that it becomes non-infringing and of at least the same quality and performance;

(3) replace the item(s) or parts thereof with noninfringing items of at least the same quality and performance;

(4) if none of the above remedies are available, discontinue its use and eliminate any future charges or royalties pertaining thereto. The Contractor will buy back the infringing product(s) at the State's book value, or in the event of a lease, the parties shall terminate the lease. If discontinuation or elimination results in the Contractor not being able to perform the Contract, the Contract shall be terminated.

(c) In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any item or material pursuant to or resulting from this Contract infringes any patent, copyright or proprietary right, and such action is forwarded by the Department to the Contractor for defense and indemnification pursuant to this Article, the Department shall copy all pleadings and documents forwarded to the Contractor together with the forwarding correspondence and a copy of this Contract to the Office of the Attorney General of the

State of New York. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth in this Article, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York in writing and shall specify to what extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of this Contract. The Contractor shall in such event protect the interests of the Department and State of New York and secure a continuance to permit the State of New York to appear and defend its interests in cooperation with Contractor as is appropriate, including any jurisdictional defenses which the Department and State shall have.

(d) The Contractor shall, however, have no liability to the Department under this Article if any infringement is based upon or arises out of: (1) compliance with designs, plans, or specifications furnished by or on behalf of the Department as to the items; (2) alterations of the items by the Department; (3) failure of the Department to use updated items provided by the Contractor for avoiding infringement; (4) use of items in combination with apparatus or devices not delivered by the Contractor; (5) use of items in a manner for which the same were neither designed nor contemplated; or (6) a patent or copyright in which the Department or any affiliate or subsidiary of the Department has any direct or indirect interest by license or otherwise.

(e) The foregoing states the Contractor's entire liability for, or resulting from, patent or copyright infringement or claim thereof.

XVII. Force Majeure The term Force Majeure shall include acts of God, work stoppages due to labor disputes or strikes, fires, explosions, epidemics, riots, war rebellion, sabotage or the like. If a failure of or delay in performance by either party results from the occurrence of a Force Majeure event, the delay shall be excused and the time for performance extended by a period equivalent to the time lost because of the Force majeure event, if and to the extent that:

(a) The delay or failure was beyond the control of the party affected and not due to its fault or negligence; and

(b) The delay or failure was not extended because of the affected party's failure to use all reasonable diligence to overcome the obstacle or to resume performance immediately after such obstacle was overcome; and

(c) The affected party provides notice within (5) days of the onset of the event, that it is invoking the protection of this provision.

XVIII. Freedom of Information Requests The Contractor agrees to provide the Department with any records which must be released in order to comply with a request pursuant to the Freedom of Information Law. The Department will provide the contractor with an opportunity to identify material which may be protected from release and to support its position.

XIX. Precedence In the event of a conflict between the terms of this Appendix B and the terms of the Contract (including any and all attachments thereto and amendments thereof, but not including Appendix A), the terms of this Appendix B shall control. In the event of a conflict between the terms of this Appendix B, and the terms of Appendix A, the terms of Appendix A shall control.

SECTION VIII

General Conditions

ARTICLE 1 - Preliminary Matters

Copies of Documents:

- 1.1 **Department** shall furnish to **Contractor** without charge up to ten copies of the Contract Documents. Additional copies of the Contract Documents will be furnished, upon request, at the cost of reproduction.

Preconstruction Conference:

- 1.2 No later than twenty days after the Effective Date of the Agreement, but before **Contractor** starts the Work, a conference will be held on a date and at a location set by **Department** to:
 - 1.2.1 Review, item by item, the requirements of this Article;
 - 1.2.2 Review the qualifications of **Contractor's** resident superintendent and the qualifications of any Subcontractors and Suppliers of **Contractor**;
 - 1.2.3 Discuss **Contractor's** plans for complying with the requirements of Article 5 of the General Conditions;
 - 1.2.4 Formalize procedures for processing of Administrative Agreements, Payment Applications, Shop Drawings and other submittals, Change Orders and Proposed Change Orders, and **Contractor** requests for clarifications and interpretation of Contract Documents;
 - 1.2.5 Establish a working understanding among the parties as to the Work; and
 - 1.2.6 Discuss any conflicts, errors or discrepancies that **Contractor** has discovered by review of the Contract Documents.

Commencement of Contract Time and Start of Work at Site:

- 1.3 Before starting, **Contractor** shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. **Contractor** shall immediately report in writing to **Engineer** any conflict, error or discrepancy which **Contractor** may discover and shall obtain a written interpretation or clarification from **Engineer** before proceeding with any Work affected thereby.
- 1.4 Before a **Contractor** may commence Work on the site but no later than 10 days after Notice of Award, **Contractor** shall submit to **Engineer** for review and acceptance:
 - 1.4.1 An interim progress schedule indicating **Contractor's** anticipated schedule for the Work for the first three months in detail and for the remainder of the Work in summary form. If **Contractor** doesn't intend to perform Work on the date when Contract Time commences, **Contractor** must notify **Department** as soon as possible in writing when work will

commence so inspection services can be scheduled to minimize cost to the **Department**. The interim progress schedule shall include the information specified in paragraphs 1.4.2 and 1.4.3.

- 1.4.2 An interim schedule of Shop Drawing, material, soil characteristic, sample collection and analytical test result submissions covering the various stages of Work detailed in the first three months of the interim Progress Schedule; and
 - 1.4.3 An interim schedule of values on the form provided by **Engineer** covering the various stages of Work detailed in the first three months of the interim Progress Schedule. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by **Contractor** at the time of submission.
- 1.5 **Contractor** shall start to perform the Work on the date specified in the Notice to Proceed in a manner consistent with the Contract Documents. No Work shall be done prior to the date specified in the Notice to Proceed unless written permission to do so is given by the **Department** to the **Contractor**.

Finalizing Interim Schedules:

- 1.6 **Contractor** shall submit a proposed progress schedule to finalize the interim schedules submitted in accordance with paragraph 1.4 and the requirements of the Progress Schedule Section of the Standard Specification no later than twenty days after starting work at the site. The progress schedule shall be acceptable to **Engineer** and **Department** as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will not relieve **Contractor** from full responsibility for the progress or scheduling of the Work. The schedule of Shop Drawing, material, soil characteristic, sample collection, and analytical test results submissions shall be acceptable to **Engineer** and **Department** as providing a workable arrangement for processing the submissions. The schedule of values shall be acceptable to **Engineer** and **Department** as to form and substance. The first Application for Payment shall not be processed unless **Contractor** has submitted acceptable schedules.

ARTICLE 2 - Contract Documents: Intent, Amending, Reuse

Intent:

- 2.1 The Contract Documents comprise the entire agreement between **Department** and **Contractor** concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
- 2.2 The Contract Documents describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may be necessary to satisfactorily complete the contract must be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), even though reference may be specifically made to an earlier standard. If there is any conflict or discrepancy between standard specifications, manuals, or codes of any technical society, organization or association, or between Laws, the **Engineer** shall determine which shall apply and shall be binding on **Contractor**. **Contractor** has a duty to comply with the latest standard specification, manual, code, or Laws in effect at the time of opening of bids,

without any increase in Contract Price or extension in Contract Time. Clarifications and interpretations of the Contract Documents shall be issued by **Engineer** as provided in paragraph 8.4. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of **Department**, **Contractor** or **Engineer** or any of their consultants, agents or employees from those set forth in the Contract Documents. If there is any conflict or discrepancy between the provisions of the Contract Documents and any such referenced standard specification, manual, or code of any technical society, organization or association, the provisions of the Contract Documents will take precedence.

- 2.3 If during the performance of the Work, **Contractor** finds a conflict, error or discrepancy in the Contract Documents, **Contractor** shall so report to **Engineer** in writing at once and before proceeding with the Work affected thereby, and shall obtain a written interpretation or clarification.

Engineer will promptly investigate the matter and respond to **Contractor**. Until such interpretation or clarification is obtained from **Engineer**, any Work done by **Contractor** after the discovery of such a conflict, error or discrepancy, which is directly or indirectly affected by same, will be at **Contractor's** own risk and **Contractor** shall bear all cost arising therefrom. In resolving such conflicts, errors or discrepancies, the Contract Documents shall be given preference in the following order:

- 2.3.1 First, in accordance with the order of preference stated in the conflicting parts of the Contract Documents as provided by Article 4 of the Agreement;
- 2.3.2 In all cases, figured dimensions shall govern over scaled dimensions, but Work not dimensioned shall be as directed, and Work not particularly shown, identified, sized, or located shall be the same as similar parts that are shown or specified. Detail Drawings shall govern over general Drawings, larger scale Drawings take precedence over smaller scale Drawings, Change Order or Proposed Change Order Drawings govern over Contract Drawings, and approved Shop Drawings govern over Contract Drawings. Specifications shall govern as to products, execution and workmanship, and Drawings shall govern as to locations, dimensions, or quantities to be furnished. Further, in all cases where specifications, notes or details in two or more Specifications, or in two or more Drawings, conflict, the requirement calling for the larger quantities, or higher quality product or workmanship shall prevail and be binding on **Contractor**, unless otherwise directed by **Engineer**.

Amending and Supplementing Contract Documents:

- 2.4 The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways as defined in Section 2, "Terms and Definitions."
- 2.4.1 An Administrative Agreement,
- 2.4.2 A Change Order (pursuant to Article 9), or
- 2.4.3 A Proposed Change Order signed by **Department** (pursuant to Article 9).

Contract Price and Contract Time may only be changed by a Change Order.

- 2.5 In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, not involving an adjustment in Contract Price or Contract Time, in one or more of the following ways:
- 2.5.1 A Field Order (pursuant to Article 8.4),
 - 2.5.2 **Engineer's** approval of a Shop Drawing or sample (pursuant to Article 5.23 thru 5.29), or
 - 2.5.3 **Engineer's** written interpretation or clarification (pursuant to Article 8.3).

Reuse of Documents:

- 2.6 Neither **Contractor** nor any Subcontractor or Supplier or other person or organization shall 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 **Design Engineer** ; and they shall not reuse any of them on extensions of the Project or any other project without the written consent of **Engineer** or, and **Department**.

ARTICLE 3 - Availability of Lands; Physical Conditions; Reference Points

Availability of Lands:

- 3.1 As indicated in the Contract Documents, **Department** shall make available the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands as are designated for the use of **Contractor**. Easements or other authority for permanent structures or permanent changes in existing facilities will be obtained and paid for by **Department**, unless otherwise provided in the Contract Documents. If **Contractor** believes that any delay in **Department's** furnishing of these lands or easements entitles **Contractor** to an extension of the Contract Time, **Contractor** may make a request therefore as provided in Article 10 of the General Conditions. If **Department** and **Contractor** are unable to agree concerning such an extension, a claim may be made as provided in Articles 9, 10 and 11 of the General Conditions.
- 3.2 Any lands and easements for access not furnished by **Department** which **Contractor** deems necessary for the Work, including but not limited to requirements for temporary construction facilities, access and egress, or for storage of materials, shall be provided by **Contractor** at no increase in Contract Price nor extension in Contract Time. **Contractor** shall obtain all necessary permits and written approvals from the appropriate jurisdictional agencies and property owner(s) for use of premises not furnished by **Department** as described above, and for the use of all off-site areas needed for the Work including but not limited to off-site borrow pits, and waste and disposal areas. If permits and approvals do not specify the required treatment, if any, of said areas during and at the completion of the Work, the Progress Schedule must describe such treatment. Copies of all permits and approvals applicable to said areas shall be filed with the **Engineer** before utilization of any said areas. **Contractor** shall have sole responsibility for any property damage or personal injuries occasioned by an act or omission of **Contractor** in respect to all lands, and easements obtained pursuant to this paragraph.
- 3.3 Engineering survey horizontal and vertical control reference points for construction which are specified in the Contract Documents or which in **Engineer's** judgment are necessary to enable **Contractor** to proceed with the Work, will be provided by **Department**. **Contractor** shall be responsible for laying out the Work using such reference points, shall protect and preserve the established reference points; and shall make no changes or relocations without the prior written approval of **Engineer**. **Contractor** shall notify **Engineer** in writing whenever any reference point 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 by a professionally qualified surveyor at **Contractor's** expense.

Physical Conditions and Existing Structures:

3.4 **Explorations and Reports:** Reference is made to the Supplementary Bidding Information and Requirements for identification of those reports of explorations and tests of conditions at the site that have been utilized by **Design Engineer** in preparation of the Contract Documents; and for identification of those drawings of physical conditions in or relating to existing surface structures (except Underground Facilities referred to in paragraphs 3.6 and 3.7) which are at or contiguous to the site that have been utilized by **Design Engineer** in preparation of the Contract Documents. **Contractor** may rely upon the accuracy of the technical data contained in such reports, as to the location where and at the point in time when data was obtained, but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for **Contractor's** purposes. Except as indicated in the Bidding Information and Requirements Section and in paragraphs 3.11 and 3.12, **Contractor** shall have full responsibility with respect to subsurface conditions which **Contractor** could reasonably expect or foresee by reason of the technical data and **Contractor's** inspection of the site, and with respect to physical conditions in or relating to such surface structures.

3.5 Intentionally left blank.

Physical Conditions - Underground Facilities Shown or Indicated:

3.6 The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to the **Design Engineer** by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

3.6.1 **Department** shall not be responsible for the accuracy or completeness of any such information or data; and,

3.6.2 **Contractor** shall have responsibility: a) for reviewing and checking all such information and data; b) for locating all Underground Facilities shown or indicated in the Contract Documents as to depth and alignment in advance of installations, backfilling or other work required by the Contract Documents; c) for coordination of the Work with the owners of such Underground Facilities during construction, d) for the safety and protection thereof, and e) for repairing any damage thereto resulting from the Work. The cost of and the time required to perform the responsibilities outlined in this paragraph will be considered as having been included in the Contract Price and in **Contractor's** schedule for the performance of the Work within the prescribed Contract Time(s) and **Contractor** shall not be entitled to additional payment therefor.

3.6.3 **Contractor** shall excavate and uncover all Underground Facilities to be crossed or paralleled by the proposed Work a sufficient time in advance to permit change in line and grade of the existing Underground Facility or the proposed Work if the location of the existing Underground Facility should interfere with the Work. Further, at a reasonable interval of time, up to thirty days, will be allowed to **Engineer** and **Department** in order to resolve issues relating to Underground Facilities shown or indicated which are determined to interfere with the Work. This interval of time will be considered as having been included in the Contract Price and in **Contractor's** schedule for the performance of the Work within the

Contract Time unless otherwise agreed to in writing by **Department**. If more than thirty days is consumed in resolving such issues, no claim will be allowed unless: 1) **Contractor** has given the notice required in paragraph 3.7 of the General Conditions, and 2) within fifteen days thereafter, **Contractor** has submitted to **Department** a written Proposed Change Order claim in accordance with the requirement of Article 9, 10 and 11 of the General Conditions and the Standard Specifications.

- 3.6.4 Where it is necessary for the Work to be close to or between other underground facilities or structures for short distances, **Contractor** shall shore, block, and protect the other underground facilities or structures to the satisfaction of the utility agency, state agency, municipality or private owner having ownership or jurisdiction over said underground facilities or structures.
- 3.6.5 Access to various municipal structures shall not be obstructed by **Contractor** to prevent use of hydrants, valves, manholes, fire alarms, etc. **Contractor** is to make no connections to existing water mains, or operate valves on existing mains, or otherwise interfere with the operation of the existing water distribution system, without first giving written notice to the owners of such municipal structures and securing their written approval of the proposed action.

Underground Facilities Not Shown or Indicated:

- 3.7 If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which **Contractor** could not reasonably have been expected to be aware of, **Contractor** shall promptly after learning thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 5.22), identify the owner of such Underground Facility and give written notice of such uncovering to that owner and to **Engineer** and **Department**. **Engineer** and **Department** will promptly review the situation to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and take prompt action to amend the Contract Documents to the extent necessary. During such time, **Contractor** shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 5.20.
 - 3.7.1 **Contractor** shall schedule excavation and uncovering Work to begin a sufficient time in advance to allow **Engineer's** review and the possible amendment to the Contract Documents if unanticipated Underground Facilities are discovered as described in paragraph 3.7. Further, up to thirty days, will be allowed to **Engineer** and **Department** to resolve issues and problems related to a report of newly discovered Underground Facilities, not shown or indicated. This interval of time will be considered as having been included in the Contract Price and in **Contractor's** schedule for the performance of the Work within the Contract Time and **Contractor** shall not be entitled to any additional payment therefor.
 - 3.7.2 No claim by **Contractor** under paragraph 3.7 of the General Conditions will be allowed unless more than thirty days has elapsed and 1) **Contractor** has given the notice required in paragraph 3.7 of the General Conditions, and 2) within fifteen days thereafter, **Contractor** has submitted to **Department** a written Proposed Change Order claim in accordance with the requirements of Articles 9, 10 and 11 of the General Conditions, and the Standard Specifications.

Report of Differing Site Conditions:

- 3.8 If **Contractor** believes that any subsurface or physical condition uncovered or revealed at the site renders materially inaccurate any information in the Contract Documents or technical data on which **Contractor** was entitled to rely as provided in paragraph 3.4 or 3.6, **Contractor** shall, immediately after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 5.22), notify **Department** and **Engineer** in writing about the inaccuracy or difference to allow **Department** and **Engineer** to make any necessary changes to minimize the cost of the Work.
- 3.9 **Engineer's and Department's Review:** **Engineer** and **Department** will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto, and notify **Contractor** in writing of findings and conclusions. Immediately thereafter, **Department** shall perform or cause to be performed any necessary or appropriate additional investigations and tests with respect to the newly discovered conditions and furnish copies to **Contractor**.
- 3.10 **Possible Document Change:** If **Engineer** concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a Proposed Change Order or a Change Order will be issued as provided in Article 9 to reflect and document the consequences of the inaccuracy or difference, provided **Department** has not exercised its right to suspend or terminate under Article 14 of Section 8, "General Conditions", Appendix B, or Article 12 of Section 6 "Agreement."
- 3.11 **Possible Contract Adjustment:** An increase or decrease in the cost of, or the time required to perform any part of the Work, whether or not affected by such differing conditions, and a corresponding adjustment in Contract Price or Contract Time in accordance with Articles 9, 10 and 11 of the General Conditions, or any combination thereof, may be allowable to the extent that they are attributable to any such inaccuracy or difference which **Contractor** could not reasonably have been expected to anticipate or be aware of. If **Department** and **Contractor** are unable to agree as to the adjustment in Contract Price or Contract Time, or if **Engineer** concludes that there is not a material error in the Contract Documents, or that the uncovered or revealed condition could reasonably have been anticipated by **Contractor**, and **Contractor** disagrees, a claim may be made therefor as provided in Articles 9, 10 and 11 of the General Conditions.
- 3.12 No claim by **Contractor** under paragraph 3.11 of the General Conditions will be allowed unless: 1) **Contractor** has given the notice required in paragraph 3.8 of the General Conditions, and 2) within fifteen days thereafter, **Contractor** has submitted to **Department** a written Proposed Change Order substantiating in detail **Contractor's** proposed adjustments in accordance with the requirements of Articles 9, 10 and 11 of the General Conditions, and the Standard Specifications.
- 3.13 **Responsibilities and Allowances:** **Contractor** shall schedule excavation and uncovering of Work to begin a sufficient time in advance to allow **Engineer's** review as described in paragraph 3.9, and **Department's** issuance of a Change Order or a Proposed Change Order as described in paragraph 3.10 in connection with a report of differing conditions. Further, a reasonable interval of time, not less than thirty days will be allowed to **Engineer** and **Department** for those functions required to resolve any report of differing conditions. This interval of time will be considered as having been included in the Contract Price and in **Contractor's** schedule for the performance of the Work within the Contract Time. If more than thirty days is used, no claim will be allowed unless (1) **Contractor** has given the notice required in paragraph 3.8 of the General Conditions, and (2) within fifteen days thereafter, **Contractor** has submitted to **Department** a written Proposed Change Order claim in accordance with the requirements of Articles 9, 10 and 11 of the General Conditions, and the Standard Specifications.

ARTICLE 4 - Bonds and Insurance

Performance and Other Bonds:

- 4.1 **Contractor** shall furnish performance, labor and material payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all **Contractor's** obligations under the Contract Documents. These Bonds shall remain in effect until at least one year after the date when final payment is made, unless otherwise provided by Law or by the Contract Documents. **Contractor** shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall: a) be in the form prescribed by the Contract Documents; and b) be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and As Acceptable Reinsuring Companies" as published by the U.S. Treasury Department. Also the surety shall be licensed to do business in New York State. All Bonds signed by an agent must be accompanied by a certified true copy of the agent's power of attorney. **Contractor's** failure to submit and keep in effect a Bond or form of financial security acceptable to **Department** in the manner required by this paragraph shall be cause for termination. **Contractor** shall give written notice to **Department** and reference the site number and project name, if the surety on any Bond furnished by **Contractor** is declared bankrupt, becomes insolvent, its right to do business is involuntarily terminated by any state or federal agency, it ceases to meet the requirements of paragraph 4.1, **Contractor**, if required by **Department**, shall within fourteen days substitute another Bond or Surety, in an acceptable form of financial security. The top of all bonds shall have "NYSDEC-DER Site No."

If the provision of any bond requires that the surety be notified of any change in the Work, it shall be **Contractor's** responsibility to so notify the surety. **Contractor** shall furnish **Department** any modified bond.

Insurance - All Types:

- 4.2 **Contractor** shall purchase and maintain at its own expense the specific coverages and types of insurance set forth in this Article. 4.2 through 4.4.3 except as noted in 4.3.
- 4.2.1 **Contractor** shall not commence or continue to perform any work unless and until **Contractor** has in full force and effect all required insurance, and until **Contractor** has submitted true copies of all endorsements (i.e., amendments) and a copy of the Certificate of Insurance attached herein to **Department** evidencing the specific insurance coverage required. No payment for work performed shall become due and payable unless current certificates and endorsements have been received.
- 4.2.2 **Contractor** shall not permit any Subcontractor, Supplier or other person or organization to perform Work unless the following insurance requirements at a minimum have been complied with by such Subcontractor, Supplier or other person or organization and proof of the issuance of all policies of insurance has been delivered to **Contractor**.
- 4.2.2.1 Comprehensive general liability insurance providing coverage as herein required of **Contractor** including Contractors' Protective Liability Insurance, Completed Operations Insurance, Products Liability Insurance and Contractual Liability Insurance. Insurance must be project specific or contain an endorsement (i.e., amendment) in writing (including print or stamp) added to and made part of the insurance contract for the purpose of changing the original terms such that the

general aggregate limit applies separately to each of **Contractor's** projects away from premises owned by or rented to **Contractor**.

Commercial General liability insurance with a limit of not less than \$1,000,000 each occurrence. Such liability shall be written on the Insurance Service Office's (ISO) liability arising from premises operations, independent contractors' operations, products-completed operations, broad form property damage, personal and advertising injury, cross liability coverage, liability assumed in a contract (including tort liability of another assumed in a contract) and explosion, collapse and underground coverage.

- Products and Completed Operations Coverage shall include a provision that coverage will extend for a period of at least twelve (12) months after the date of final completion and acceptance by the **Department** of all of **Contractor's** work.

4.2.2.2 Comprehensive Business automobile liability insurance with a limit of not less than \$1,000,000 with **Department** and **Engineer** listed as an additional insured.

4.2.2.3 Worker's Compensation, Employers Liability and Disability Benefits as required by State Law covering all employees doing work within New York State. If workers will be working on, or near navigable waters, US Longshore and Harbor Workers Compensation Act endorsement must be included. This contract shall be void and of no effect unless the contractor procures this policy and maintains it in effect until final acceptance of this work.

4.2.2.4 Owner's (**Department's**) and **Contractor's** Protective Liability Insurance issued to and in the name of The People of the State of New York, the **Department**, and the **Engineer** with limits not less than \$1,000,000 per occurrence.

4.2.2.5 **Pollution Liability Insurance:** If the work involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any hazardous material or substance, the **Contractor** shall maintain in full force and effect throughout the Term, pollution legal liability insurance with limits of not less than \$1,000,000, providing coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the State of New York and/or the **Department** and/or the **Engineer**, arising from **Contractor's** work and list Department as an additional insured. Claims made policies shall have a one (1) year tail beyond the date **Department** determines physical completion.

- If coverage is written on claims-made policy, the **Contractor** warrants that any applicable retroactive date precedes the effective date of this Contract; and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two years from the time work under this Contract is completed.

4.2.2.6 **Errors and Omissions:** If providing professional services, **Contractor** shall maintain, or if subcontracting professional services, shall certify that its subcontractor maintain errors and omissions liability insurance with a limit not less than \$1,000,000 per loss.

- Such insurance shall apply to professional errors, acts or omissions arising out of the scope of services covered by this contract and may not exclude bodily injury, property damage, pollution or asbestos related claims, testing, monitoring, measuring or laboratory analyses.
- If coverage is written on a claims-made policy, the **Contractor** warrants that any applicable retroactive date precedes the effective date of this contract; and that continuous coverage will be maintained, or an extended discovery period exercised for a period not less than two years from the time the work under this contract is completed.

4.2.3 Insurance shall be issued by carriers licensed to do business in New York State. Each insurance carrier must be rated at least “A-” Class “VII” in the most recently published Best’s Insurance Report. If during the term of the policy, a carrier’s rating falls below “A-” Class VII, the insurance must be replaced no later than the renewal date of the policy, with an insurer acceptable to the **Department** and rated at least “A-” Class VII in the referenced report.

4.2.4 Acceptance by **Department** of the insurance provided by **Contractor** shall not relieve **Contractor** from liabilities, obligations, responsibilities or decrease the liabilities of **Contractor** hereunder. It is understood that **Department** does not in any way represent that the insurance or the limits of insurance specified in the Article is sufficient or adequate to protect **Contractor's** interests or liabilities, but are merely minima.

4.2.5 All insurance shall be maintained in full force and effect until the Contract has been fully and completely performed, as set forth in the Contract Documents. Completed operations insurance shall remain in effect until one year after the date of final acceptance of work under the contract, or one year after **Contractor** or any Subcontractor performs any work under the Contract, whichever is later. Should any coverage approach expiration during the period in which it must remain in full force and effect, it shall be renewed prior to its expiration, and a certificate again filed with **Department**. Also, any endorsements (i.e., amendments) which change insurance during the length of the contract shall also be submitted to **Department** for acceptance. All insurance policies shall require notice to **Department** 30 days prior to expiration, termination, or suspension of such policy, directed to the attention of **Department**. Expiration of any coverage shall be grounds for termination of contract for cause, at the option of **Department**. If any insurance provided hereunder contains an aggregate limit, the aggregate shall apply separately to this contract and shall not be less than \$2,000,000. **Department** may suspend or terminate this contract unless Contractor maintains in full force and effect, the types and amounts of insurance required by this contract. No later than thirty (30) days prior to the expiration or renewal date of policy the **Contractor** should supply replacement certificates of insurance.

4.2.6 **Contractor** shall deliver, if requested by **Department**, duplicate originals of each policy required by Contract Documents, as well as insurance policies of Subcontractors, in such number as **Department** may require, and such alternate or additional proof of coverage as **Department** demands. **Contractor** shall provide prompt, written notice to the Department

and its insurer, of any claims made related to work done hereunder, in accordance with the insurance policy provisions.

- 4.2.7 Nothing contained in these insurance requirements shall be construed to limit the liability of **Contractor** or **Contractor's** insurance carriers.
- 4.3 **Additional Pollution Liability Insurance:** In addition, **Contractor** shall provide project specific Pollution Liability Insurance in an additional amount of not less than \$4,000,000, for a total of \$5,000,000, per claim if possible unless otherwise authorized in writing by the **Department**. If **Contractor** cannot obtain this additional level of coverage of \$4,000,000, the following documentation is required: written confirmation by **Contractor** from at least three insurance carriers. The cost of this additional pollution liability insurance will be reimbursed by **Department**. **Department** will determine if it is in **Department's** best interest to have this additional insurance.
- 4.4 If required by the Supplementary Conditions or Law, **Contractor** shall purchase and maintain at its own expense insurance otherwise deemed necessary by **Department** with **Department** listed as an additional insured.
- 4.4.1 Where special or unusual hazards peculiar to this contract are foreseeable, **Contractor** shall take such steps as are necessary to insure itself against such hazards and be responsible for any damage, including water, which results from the occurrence of the hazards in connection with the performance of Work under the Contract.
- 4.4.2 **Contractor** shall purchase and maintain insurance which complies with the requirements of the Flood Disaster Protection Act.
- 4.4.3 **Contractor** shall maintain until the physical completion date builder's risk insurance on the Builder's Risk Completed Values Form with extended coverage, on the value of the work which shall be the contract amount. Whenever applicable, the Contractor's Interest Completed Value Form may be used. The extended coverage endorsement may include a loss deductible clause of \$100.00. **Department** shall be listed as an additional insured. The Builder's Risk policy shall include the following endorsement. "It is made a condition of this insurance that occupancy of the premises shall not require consent of the insurance company nor rate of adjustment."

ARTICLE 5 - Contractor's Responsibilities

Supervision and Superintendence:

- 5.1 **Contractor** shall supervise and direct the Work required by the contract 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 responsible for the means, methods, techniques, sequences and procedures of construction; except that **Contractor** shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. **Contractor** shall be responsible to see that the finished Work conforms with the Contract Documents.
- 5.2 **Contractor** shall keep on the Site of the Work at all times during its progress, a competent and reliable resident superintendent, who shall not be replaced without written approval of **Department**. The superintendent will be **Contractor's** representative at the site and shall have authority to act on behalf

of **Contractor**. All communications given to the superintendent shall be as binding as if given to **Contractor**.

- 5.2.1 **Department** may require immediate replacement of the superintendent upon written notice for cause.
- 5.2.2 The superintendent and similar authorized representatives of any Subcontractors as requested by **Department** or **Engineer** shall attend all meetings pertaining to the Work.
- 5.2.3 Whenever the superintendent is not present for performance of a particular part of the Work and **Engineer** is not able to give to **Contractor**, through the superintendent, information relative to an interpretation of the Contract Documents, or relative to disapproval or rejection of materials or the performance of such work, **Engineer** may so inform the worker in charge of such Work. Information so given shall be binding as if given to superintendent.
- 5.2.4 **Contractor** shall issue all communications to **Department** through **Engineer** except as provided by Contract Documents. All written correspondence to **Engineer** shall be copied to **Department**.

Labor, Working Hours, Materials and Equipment:

- 5.3 **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, employ labor and equipment which shall be sufficient to prosecute the several classes of work to full completion in the manner and time specified. All workers must have sufficient skill, experience and Health and Safety training required to perform properly the work assigned them. All workers engaged on special or skilled work shall have had sufficient experience in such work to perform properly and satisfactorily including operation of any equipment involved. Any person employed by **Contractor** or Subcontractor whom the **Engineer** or **Department** may determine incompetent or unfit to perform the work shall be at once discharged or reassigned and not again be employed on Work in connection with this Contract. The **Contractor** may request review by **Department** regarding the discharge of such employee(s). **Contractor** shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during normal working hours as defined in paragraph 5.3.1 below, and **Contractor** shall not permit overtime Work or the performance of Work during hours other than normal Working hours without: a) prior written notice to **Engineer**; b) **Department's** written consent; and c) written approval from the New York State Department of Labor as required by law.
- 5.3.1 Normal working hours shall be defined as a normal working schedule which a) does not exceed eight hours per working day, occurring between the hours set forth at the pre-construction conference, or if none are set forth, beginning no earlier than 7:00 a.m. and ending at no later than 5:00 p.m.; and b) does not exceed 40 hours per week, excluding overtime Work, Work on Saturdays, Sundays, and legal holidays (New Years, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas). Work during other than normal working hours may be scheduled by **Contractor** by first obtaining written permission from **Department** and as provided in Section 5.3. **Department** shall be entitled to recover extra costs incurred in providing inspection related to Work done during other than normal working hours in accordance with paragraph 5.3.5 below.

- 5.3.2 If **Contractor**, for convenience, voluntarily chooses to schedule Work during hours other than normal working hours at no increase in Contract Price, **Contractor** shall submit details of such proposed schedule with the interim Progress Schedule described in paragraph 1.6 of the General Conditions. Any Progress Schedule calling for Work outside of normal working hours shall be reviewed for acceptance by **Engineer** and **Department** and must be in accordance with the requirements of the New York State Labor Law and Articles 1.6 and 5.3 of the General Conditions.
- 5.3.3 If at any time subsequent to the submission and approval of the Progress Schedule pursuant to the General Conditions and the Standard Specifications, an event or delay not meeting the requirements for extensions in Contract Time set forth in Articles 9, 10 and 11 of the General Conditions occurs, and requires **Contractor** to schedule Work during hours other than normal working hours for **Contractor's** convenience and at no increase in Contract Price, **Contractor** shall submit, at least ten working days in advance of the acceleration period, a proposed revised accelerated schedule for review by **Engineer** and **Department**. If **Department** accepts the revised accelerated Progress Schedule, **Department** will so notify **Contractor** in writing.
- 5.3.4 If the accelerated Progress Schedule pursuant to paragraph 5.3.2 or 5.3.3 is accepted by **Department**, **Contractor** shall reimburse **Department** for all extra costs incurred in providing inspection during hours other than normal working hours in accordance with paragraph 5.3.5 below. Acceptance by **Department** of the accelerated Progress Schedule shall not justify an increase in Contract Price; any increase in **Contractor's** cost to perform the Work, or any part thereof, whether or not affected by **Contractor's** initiated acceleration proposal, shall remain the responsibility of **Contractor**.
- 5.3.5 **Contractor** shall reimburse **Department** for the extra costs incurred in providing inspection during hours other than normal working hours when **Department** considers that the additional hours are due to **Contractor's** inefficiencies or delays. Reimbursement may include but may not be limited to costs for **Engineer**, Resident Project Representatives, administrative expenses and other related costs. Reimbursement for **Engineer's** charges shall be in amounts equal to **Engineer's** charges to **Department** for inspection during hours other than normal working hours under the terms of **Engineer's** agreement with **Department**. In the event **Contractor** fails to pay such costs within 30 days after receipt of an invoice from **Department**, a Change Order or Proposed Change Order may be issued incorporating the unpaid amounts, and **Department** shall be entitled to an appropriate decrease in Contract Price.
- 5.3.6 **Department** may direct **Contractor** to accelerate if the progress of Work indicates **Contractor** may not be able to complete the contract within the contract terms. **Contractor** shall be responsible for all increased costs due to the acceleration.
- 5.4 Unless otherwise specified in the Contract Documents, **Contractor** shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, storage areas, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.
- 5.4.1 All water for testing, flushing and construction shall be furnished by **Contractor**. If water is available from **Department** and **Department** agrees to its use, **Contractor** shall connect to **Department's** water system at a point approved by **Department**. **Department** will charge

Contractor for water used in performing the above functions in accordance with **Department's** established rate schedule. There shall be installed at each and every connection to any water supply: (a) a meter accepted by **Department** or Owner of water supply, and (b) a backflow preventer device accepted by the New York State Department of Health.

- 5.4.2 In the event that **Contractor** wishes to utilize water from **Department's** facilities as a substitute source of test water, **Contractor** shall submit sufficient information in accordance with paragraph 5.7.2 of the General Conditions to allow **Engineer** to evaluate the substitution. Such information shall in addition include a description of the necessary equipment and temporary facilities needed to implement the substitute and an estimate of the costs savings anticipated. In the event that the substitution is accepted by **Engineer** pursuant to the requirements of paragraph 5.7.3 of the General Conditions and allowed by **Department**, and the supply of water is inadequate in quantity or quality, **Contractor** shall be responsible for obtaining other sources of test water at no increase in Contract Price or extension in Contract Time.
- 5.4.3 **Contractor** shall light the parts of the Work performed during working hours in the manner required by law and as required by **Engineer** or **Department**.
- 5.5 Except as otherwise provided in the Contract Documents, all materials shall be of good quality, good condition and new, and all equipment shall be new, or should be in good working order and of good quality. As required by **Engineer**, **Contractor** shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents.
 - 5.5.1 **Contractor** shall provide to **Department** for **Department's** benefit through **Engineer** all manufacturers' warranties for materials, and products incorporated into the Work, or required by the Contract Documents to be furnished by **Contractor**.
 - 5.5.2 **Contractor** shall obtain from manufacturers of all materials and products complete information as to any special condition, or restriction to be applied in the use of these items. Should the manner or method of installation, specified performance or test results as set forth in the Specifications be contrary to the manufacturer's recommendations for installation and use of the product, the **Contractor** shall notify **Engineer** of same for appropriate action. Lack of such notification shall constitute a certification and guarantee by **Contractor** that Specification requirements will be met by such materials and products to be incorporated.
 - 5.5.3 **Contractor** shall submit data on all products to be incorporated into the Work required by the Contract Documents, including but not limited to complete maintenance instructions (including preventive maintenance and operating requirement data) and parts lists in sufficient detail to facilitate ordering replacements, in accordance with the procedures set forth in the Special Supplementary Conditions, the Standard Specifications or the Supplementary Specifications.

Adjusting Progress Schedule:

- 5.6 **Contractor** shall report on the status of and revise the Progress Schedule to **Engineer** and **Department** by delivering Progress Schedule status and update submittals to **Engineer** in accordance with the Specifications and Article 1.6 of the General Conditions. If **Contractor** does not adequately update the

Schedule, **Department** may reject **Contractor's** requests for payment, provided that **Department** gives **Contractor** 10 days written notice of its intention to do so.

"Or-Equal" or Substitute Items:

5.7.1 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function, quality, performance and design criteria required. Unless the name is followed by words indicating that no "or equal" or substitution is permitted, materials or equipment of other Suppliers may be accepted by **Engineer** if sufficient information is submitted by **Contractor** to allow **Engineer** to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by **Engineer** will include the following as supplemented in the Contract Documents. Requests for review of "or equal" or substitute items of material and equipment will not be accepted by **Engineer** from anyone other than **Contractor**. If **Contractor** wishes to furnish or use an "or equal" or substitute item of material or equipment, **Contractor** shall make written application to **Engineer** for acceptance thereof, certifying that the proposed "or equal" or substitute shall perform the functions and achieve the results called for by the general design, be similar and of equal substance and quality to that specified and be suited to the same use as that specified.

5.7.1.1 The application shall state that the evaluation and acceptance by **Engineer** of the proposed "or equal" or substitute shall not prejudice completion of the Work, or any part thereof, within the Contract Time, or contract times (including **Contractor's** achievement of Substantial Completion on time), whether or not acceptance of the "or equal" or substitute for use in the Work would require a change in the Work, or any part thereof, or would require the **Department** or others having a contract with **Department** for Work on the Project to adapt the Contract Documents to the proposed "or equal" or substitute; and whether or not incorporation or use of the "or equal" or substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed "or equal" or substitute from that specified shall be identified in the application and available maintenance, repair and replacement services shall be indicated. The application shall also contain an itemized estimate of all increases or decreases in the following costs: 1) the cost of, or the time required to perform any part of the Work, and the corresponding adjustments in Contract Price and Contract Time, resulting directly or indirectly from evaluation and acceptance of the proposed substitute, including, but not as a way of limitation, costs and delays associated with redesign, or claims of other contractors affected by the resulting "or equal" or substitute, and 2) increases or decreases in operating, maintenance, repair, replacement or spare part costs, all of which shall be considered by **Engineer** in evaluating the proposed "or equal" or substitute. In rendering a decision, **Department** and **Engineer** shall at a minimum, have access to any available Total Float in the approved Progress Schedule. **Engineer** may require **Contractor** to furnish at **Contractor's** expense additional data about the proposed "or equal" or substitute.

5.7.2 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, **Contractor** may furnish or utilize a substitute only if first approved by **Engineer**. **Contractor** shall submit in writing sufficient information to allow **Engineer** to determine that the substitute proposed is equivalent to that indicated or

required by the Contract Documents. The procedures for review by **Engineer** established by paragraph 5.7.1, and as may be supplemented in the Contract Documents, will apply to reviews under this paragraph.

- 5.7.3 **Engineer** shall be allowed a reasonable time as determined by **Department** within which to evaluate each proposed "or equal" or substitute. **Engineer** and **Department** shall be the sole judge of acceptability, and no "or equal" or substitute shall be ordered, installed or utilized without **Engineer's** prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. **Department** may require **Contractor** to furnish at **Contractor's** expense a special performance guarantee or other financial security with respect to any substitute. **Engineer** will keep record of the time required by **Engineer** and **Engineer's** consultants in evaluating "or equals" or substitutions proposed by **Contractor** and in making changes in the Contract Documents occasioned thereby. Whether or not **Engineer** accepts an "or equal" or proposed substitute, **Department** shall be entitled to an offset against any payment due **Contractor** for the charges of **Engineer** and **Engineer's** consultants for evaluating each proposed "or equal" or substitute after the second submittal on such item. In the event that substitute materials or equipment are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall benefit **Department**, and an appropriate Change Order or Proposed Change Order shall be executed to reflect the difference in cost. If **Engineer** or **Department** determine that the deduction proposed by **Contractor** does not reflect the net difference in cost, then this shall be adequate justification to reject the proposed substitute. Additional construction and/or engineering costs identified after **Department's** acceptance of the proposal and resulting from installation of an "or equal" or substitute shall be borne by **Contractor**.

Subcontractors, Suppliers and Others:

- 5.8.1 **Contractor** shall not employ nor award Work to Subcontractors in excess of the amount specified in Article 7 of the Supplementary Bidding Information and Requirements Section. Such percentage may be increased by an Administrative Agreement if, during performance of the Work, **Contractor** requests an increase and **Department** at its sole discretion determines that the increase would be to **Department's** advantage. **Contractor** shall submit to **Department** a statement stating the character and amount of the work to be subcontracted and the party to whom it is proposed to subcontract the work. **Contractor** shall not employ any Subcontractor, Supplier or other person or organization whether initially or as a substitute, unless first approved by **Department**.
- 5.8.2 Wherever Work to be performed by **Contractor** or by a Subcontractor is dependent upon Work of other Subcontractor(s) or the work of separate contractor(s), then **Contractor** shall require such Subcontractor(s) whose Work is so dependent to:
- 5.8.2.1 Provide necessary notices of delay, data or other requirement(s) for performance of dependent Work or work of separate contractor(s),
 - 5.8.2.2 Supply and/or install items to be built into dependent Work or work of separate contractor(s),
 - 5.8.2.3 Make provisions for dependent Work or work of separate contractor(s),
 - 5.8.2.4 Examine previously placed dependent Work or work of separate contractor(s),

- 5.8.2.5 Check and verify dimensions of previously placed dependent Work or work of separate contractor(s),
- 5.8.2.6 Notify **Engineer** in writing immediately upon determining previously placed dependent Work or work of separate contractor(s), the dimensions of which are unsatisfactory or will prevent a satisfactory installation of Work,
- 5.8.2.7 Not proceed with Work until the unsatisfactory dependent conditions which prevent satisfactory installation of Work have been corrected.

Installation of Work by **Contractor** or by a Subcontractor in any given area shall constitute acceptance by **Contractor** or by such Subcontractor of all previously placed dependent Work or work of separate contractor(s) and after such acceptance **Contractor** shall not make any claims for additional costs based on alleged deficiencies in such Work.

- 5.8.3 Whenever other **Contractors** will perform portion(s) of the work that depend on the **Contractor's** portion of the Work; **Contractor** shall provide all of the notices and information listed in 5.8.2. to such other **Contractors** in a timely manner.
- 5.9 **Contractor** shall be fully responsible to **Department** and **Engineer** for **Contractor's** acts and omissions and all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a contract with any level of Subcontractor or Supplier. Nothing in the Contract Documents shall create any contractual relationship between **Department** or **Engineer** and any such Subcontractor, Supplier or other person or organization. **Department** or **Engineer** may furnish to any Subcontractor or Supplier, to the extent practicable, evidence of the payments made to **Contractor** on account of specific Work done.
- 5.10 The various sections, divisions and subdivisions of the Standard and Supplementary 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. The Standard Specifications, Supplementary Specifications, and Drawings are complementary to each other and are to be read as a whole. Anything mentioned or shown in a division of such Specifications, or Drawings or in a specific trade Drawing shall be effective as if shown in all divisions of such Specifications and in all Drawings. In addition to the requirements of paragraphs 5.23 through 5.29 of the General Conditions, shop drawings of a specific trade shall be compared to and coordinated with those from other trades by **Contractor** before submission to **Engineer**.
- 5.11 All Work performed for **Contractor** by a Subcontractor will be pursuant to an appropriate agreement between **Contractor** and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of **Department**.

Patent Fees and Royalties:

5.12 **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, device or intellectual processes which is the subject of patent rights or copyrights held by others, both when a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and otherwise. It is the intent of the parties that whenever **Contractor** is required or desires to use any design, device, material or process covered by letters, patent, trademark or copyright, the right for such use shall be provided for by suitable legal agreements with the patentee or owner, and a copy of this agreement shall be filed with **Engineer**. However, whether or not such agreement is made or filed as noted, **Contractor** and **Contractor's** surety in all cases shall indemnify and hold harmless **Department** and **Engineer** and their employees as provided in paragraph 5.12.1 thereof and in Appendix B.

5.12.1 **Contractor** shall, at its expense, defend any suit instituted against **Department** and indemnify **Department** against any award of damages and costs made against **Department** by a final judgment of a court of last resort based on the claim that any of inventions, designs, processes, products, devices or intellectual processes furnished by or used in the performance or incorporated in the Work by **Contractor** or any Subcontractor or Supplier, infringes any patent or copyright of the United States; provided **Department** gives **Contractor** immediate notice in writing, permits **Contractor** to defend the suit and gives **Contractor** all available information, assistance and authority to do so. **Contractor** shall control the defense of any such suit, including appeals, and all negotiations to effect settlement. If any of such items in any such suit is held to so infringe and its use is enjoined, **Contractor** shall, at its election and expense: 1) procure for **Department** the right to continue using the same; or 2) replace or modify the same so that it becomes non-infringing; or 3) remove the same and eliminate any obligation to pay future charges or royalties pertaining thereto.

5.12.2 In the event that an action at law or in equity is commenced against **Department** or State arising out of a claim that its use of any invention, design, process, product, device or intellectual process as under this Agreement infringes on any patent, copyright or proprietary right, and such action is forwarded to **Contractor** for defense and indemnification pursuant to paragraph 5.12.1 and Appendix B. **Department** shall copy all pleadings and documents forwarded to **Contractor** together with the forwarding correspondence to the Office of the Attorney General of the State of New York together with a copy of the Contract Documents. If upon receipt of such request for defense, or at any time thereafter, **Contractor** is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth herein, **Contractor** shall immediately notify **Department** and the Office of the Attorney General of the State of New York in writing and shall specify to what extent **Contractor** believes it is and is not obligated to defend and indemnify under the terms and conditions of this Agreement. **Contractor** shall in such event protect the interests of the State of New York and secure a continuance to permit the State of New York to appear and defend its interests in cooperation with **Contractor** as is appropriate including any jurisdictional defenses which the State shall have.

5.12.3 **Contractor** shall, however, have no liability to the **Department** under this Article 5.12 if any infringement is based upon or arises out of: 1) Compliance with designs, plans, or specifications furnished by or on behalf of **Department** as to the items; 2) Alterations of the items by **Department**; 3) Failure of **Department** to use updated items provided by **Contractor** for avoiding infringement; 4) Use of items in combination with apparatus or devices not delivered by **Contractor**; 5) Use of items in a manner for which the same were

neither designed nor contemplated; or 6) A patent or copyright in which **Department** or any affiliate or subsidiary of the **Department** has any direct or indirect interest by license or otherwise.

- 5.12.4 The foregoing states **Contractor's** entire liability for, or resulting from, patent or copyright infringement or claim thereof.

Permits:

- 5.13 Unless otherwise provided in the Contract Documents, **Contractor** shall obtain and pay for any permits or licenses required for performance of Work. **Contractor** shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids on the Effective Date of the Agreement. **Contractor** shall pay all charges for connections or disconnections required by the Work to Underground Facilities or utilities owned by third parties.

Laws and Regulations:

- 5.14.1 **Contractor** shall comply with all Laws applicable to performance of the Work. Except where otherwise expressly required by applicable Laws or Contract Documents, neither **Department** nor **Engineer** shall be responsible for monitoring **Contractor's** compliance with any Laws.
- 5.14.2 If **Contractor** observes that the Contract Documents are at variance with any applicable Laws, **Contractor** shall immediately give **Engineer** prompt written notice thereof, and any necessary changes will be authorized by one of the methods set forth in paragraph 2.4 and 2.5 of the General Conditions. If **Contractor** performs any Work knowing or having reason to know that it is contrary to such Laws, and without such notice to **Engineer**, **Contractor** shall bear all costs arising therefrom; however, it shall not be **Contractor's** primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws.

Taxes:

- 5.15 **Contractor** shall pay all sales, consumer, use and other similar taxes required to be paid by **Contractor** in accordance with the Laws of the State of New York which are applicable during the performance of the Work. Materials, supplies and equipment incorporated into the Work or sold to New York State are exempt from New York State sales tax.

Use of Premises:

- 5.16 **Contractor** shall confine the use and storage of construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by applicable Laws, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Unless otherwise provided in the Contract Documents, use of **Department's** facilities at or contiguous to the site by **Contractor** for storage of materials or equipment shall not be permitted. **Contractor** shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the acts or omissions of **Contractor**. Should any claim be made against **Department** or **Engineer** by any such owner or occupant because of the performance of the Work, **Contractor** shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by

arbitration or by Law. **Contractor** shall, to the fullest extent permitted by Laws, indemnify and hold **Department** harmless in accordance with the provisions of Appendix B.

- 5.16.1 Temporary buildings (e.g., storage sheds, trailers, shops, offices) and utilities may be erected by **Contractor** only with the approval of **Engineer** and shall be built without additional expense to **Department**. Such temporary buildings and utilities shall remain the property of **Contractor** and shall be decontaminated as necessary and removed by **Contractor** at his expense upon completion of the Work; the buildings and utilities may be abandoned and remain at the site with the written consent of **Department**.
- 5.16.2 When materials are transported for performance of the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by Federal, State, or local law or regulation. When it is necessary to cross curbs, sidewalks or work which is completed or underway on site, **Contractor** shall protect them from damage, and shall repair any damage caused.
- 5.16.3 Notwithstanding the designation of site boundaries or the indication of temporary fences or barricades, the provisions of the Contract Documents governing certain phases or portions of the Work may require that certain operations be carried out beyond the site boundaries. Trenching, utility Work, site development, landscaping, other Work, if required beyond such designated limits, shall be scheduled in such a manner as to cause or occasion a minimum of inconvenience or disturbance to or interference with the normal operation of **Department**, abutting owners and the public. **Contractor** shall obtain **Department's** prior approval and all necessary approvals from others, including but not limited to public authorities and utility companies for such operations, and shall conduct such operations expeditiously and restore the affected area to its original condition immediately upon completion of such operations, unless otherwise specified in the Contract Documents.
- 5.16.4 All existing walks, roadways, paved or landscaped areas on which temporary driveways or walks are rerouted shall be restored to their original condition, immediately upon completion of the phases or portions of the Work for which such features were disturbed unless otherwise specified in the Contract Documents.
- 5.16.5 Pumping, draining and control of surface and ground water will be carried out so as to avoid endangering the Work or any adjacent facility or property, or interrupting, restricting or otherwise infringing or interfering with the use thereof, or exceeding the limits allowed by Contract Documents, or applicable Law.
- 5.17 During the progress of the Work, **Contractor** shall keep the Site free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work **Contractor** shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the Site clean and ready for **Department**. **Contractor** shall restore all pavement, sidewalks, driveways, fences, shrubs, lawns, trees and any other public or private property damaged as a result of the Work under this Contract. All such replacement shall be done in accordance with the applicable specifications and no separate or extra payment will be made unless specifically provided for in the Payment Items. In all cases, said replacement shall be at least equal to the original conditions.
- 5.18 **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 property to stresses or pressures that will endanger it.

As-Built Documents:

- 5.19 **Contractor** shall maintain in a safe place at the Site one as-built document which shall consist of all Drawings, Specifications, Addenda, written amendments, Change Orders, Proposed Change Orders, field test records, construction photographs, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 8.3) in good order and annotated to show all changes made during construction. **Contractor** will be required to review with **Engineer** the status of all as-built documents in connection with **Engineer's** evaluation of an Application for Payment. Pursuant to paragraph 13.2.1 of the General Conditions, failure to maintain a current file of such as-built documents up-to-date may be just cause to recommend withholding of payments for Work performed. These as-built documents together with all approved samples and a copy of all approved Shop Drawings shall be available to **Engineer** for reference at the Site. Upon completion of the Work, these as-built documents, samples and Shop Drawings shall be delivered to **Engineer** for **Department**. Failure by **Contractor** to produce acceptable as-built documents of the above listed items shall be cause for reduction of Contract Price in an amount equal to **Department's** cost of generating or producing the as-built documents.

Health, Safety and Protection:

- 5.20 **Contractor** shall be responsible for initiating, maintaining and supervising all health and safety precautions and programs in connection with the Work which include but are not limited by the Contract Documents and **Contractor's** Health and Safety Plan. **Contractor** shall take all necessary precautions for the health and safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees and other persons and organizations who may be affected thereby. **Contractor** shall comply with all applicable Laws of any public body having jurisdiction for the health and safety of persons or property in order to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such health, safety and protection. **Contractor** shall notify owners of Underground Facilities and utility owners when performance of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. In addition to any requirements imposed by Laws, **Contractor** shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site which are in any way affected by the excavations or other operations connected with performance of the Work under the Contract. All damage, injury or loss to any property referred to in this paragraph caused, directly or indirectly, in whole or in part, by **Contractor**, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or caused by anyone for whose acts any of them may be liable, shall be remedied by **Contractor**; provided that **Contractor** shall not be responsible for damage or loss attributable to defects in the Drawings or Specifications or to the acts or omissions of **Department** or **Engineer** or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of **Contractor**. **Contractor's** duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and **Engineer** has issued a written notice to **Department** and **Contractor** in accordance with paragraph 13.11 that the Work is acceptable, except as otherwise expressly provided in connection with Substantial Completion. **Department** has the right to suspend Work or terminate this contract for cause for **Contractor's** failure to comply with any health and safety plan required by the Contract Documents or Law.
- 5.21 **Contractor** shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be **Contractor's** superintendent unless otherwise designated in writing by **Contractor** to **Department**.

Emergencies:

- 5.22 In emergencies affecting or threatening to affect the safety or protection of persons or the Work or property at the site or adjacent thereto when prompt action is required and there is no reasonable opportunity for prior consultation with **Engineer** or **Department**, **Contractor**, without special instruction or authorization from **Engineer** or **Department**, is obligated to act to prevent threatened damage, injury or loss. **Contractor** shall give **Engineer** prompt telephonic notice followed by written notice thereof, including any significant changes in the Work or variations from the Contract Documents which **Contractor** believes have been caused thereby. If **Engineer** determines that a change in the Contract Documents is required because of the action taken in response to an emergency, an Administrative Agreement, Field Order, Proposed Change Order or Change Order shall be issued to document the consequences of the changes or variations. **Contractor** shall give **Engineer** and **Department** name and number of contact for emergencies during non-Work hours.

Shop Drawings and Samples:

- 5.23 After checking and verifying all field measurements and after complying with applicable procedures specified in the Contract Documents, **Contractor** shall submit to **Engineer** for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 1.4, hereof) six copies of all Shop Drawings plus additional copies as required by **Contractor**, unless otherwise specified in the Contract Documents. All such Shop Drawings shall bear a stamp or other specific written indication that **Contractor** has satisfied the requirements of the Contract Documents with respect to the review of the submissions including but not limited to subparagraph 5.25 below. All submissions shall be identified as **Engineer** may require. The data shown on the Shop Drawings shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable **Engineer** to review the information as required.
- 5.24 **Contractor** shall also submit to **Engineer** for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. **Contractor** shall check all samples, shall identify them clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended, and shall submit with them a written certification that **Contractor** has satisfied the requirements of the Contract Documents with respect to the review of such submissions including but not limited to subparagraph 5.25 below.
- 5.25 Before submission of each Shop Drawing or sample, **Contractor** shall certify that all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto have been reviewed or that each Shop Drawing or sample has been coordinated with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.
- 5.26 At the time of each such submission, **Contractor** shall give **Engineer** specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation of each such variation to be made on each Shop Drawing submitted to **Engineer** for review and approval.
- 5.27 **Engineer** will review and approve or disapprove Shop Drawings and samples in 14 days. However, **Engineer's** review and approval of Shop Drawings will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to the accuracy of other matters that may be contained in the submittals, including but not limited to such matters as dimensions, quantities, performance of equipment and systems proposed by **Contractor**, **Contractor's** means, methods, techniques, sequences or procedures of construction

(except where a specific means, method, technique, sequences, and procedures of construction is indicated in or required by the Contract Documents) or to safety precautions or program incident thereto, the correctness of which shall remain the sole responsibility of **Contractor**. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

- 5.27.1 When reviewed by **Engineer**, each submittal of Shop Drawings and samples will be returned to **Contractor** as either "Approved", "Approved as Noted", "Resubmit with Revisions", or "Disapproved." Submittals stamped as "Approved" or "Approved as Noted" will indicate **Engineer's** approval thereof, subject to the provisions of paragraph 5.27.
- 5.27.2 **Contractor** shall revise and correct Shop Drawings and samples and resubmit them to **Engineer** for **Engineer's** second review and return pursuant to paragraph 5.28. **Contractor** shall direct specific attention in writing to revisions other than the corrections called for by **Engineer** on previous submittals.
- 5.27.3 Costs associated with **Engineer's** review and return of a Shop Drawing or sample submission other than ones submitted pursuant to paragraph 5.7 of this Section shall be borne by **Contractor** after the **Engineer's** second review. **Department's** charges to **Contractor** for additional reviews will be equal to **Engineer's** charges to **Department** under the terms of **Engineer's** agreement with **Department**. In the event **Contractor** fails to pay such costs within 30 days after receipt of an invoice from **Department**, funds will be withheld from payment requests and at the completion of the Work, a Change Order or proposed Change Order will be issued incorporating the unpaid amount, and **Department** will be entitled to an appropriate decrease in Contract Price.
- 5.27.4 After the **Engineer's** second review, delays associated with **Contractor's** resubmittal and **Engineer's** review and return of a particular Shop Drawing or sample submission shall be the responsibility of **Contractor**. Such delays shall not justify an increase in Contract Price nor an extension in Contract Time.
- 5.28 **Engineer's** review and approval of Shop Drawings or samples shall not relieve **Contractor** from responsibility for any variation from the requirements of the Contract Documents unless **Contractor** has in writing called **Engineer's** attention to each such variation at the time of submission as required by paragraph 5.26 and **Engineer** has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by **Engineer** relieve **Contractor** from responsibility for errors or omissions in the Shop Drawings or from responsibility for complying with paragraph 5.25.
- 5.29 Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to **Engineer's** review and approval of the pertinent submission will be the sole expense and responsibility of **Contractor**.

Continuing the Work:

- 5.30 **Contractor** shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with **Department**. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Article 14 of the General Conditions or as **Contractor** and **Department** may otherwise agree in writing.

Weather Protection:

- 5.31 **Contractor** shall be responsible for initiating, maintaining and supervising all weather protection precautions and programs in connection with the Work. Additional weather protection provisions, if applicable, are set forth in the Supplementary Conditions, Standard Specifications or Supplementary Specifications.

Cutting and Patching of Work:

- 5.32 **Contractor** shall be responsible for all cutting of masonry and other materials, and all fitting, drilling or patching which may be necessary to complete the Work or to make its several parts fit together properly, whether or not such Work is expressly specified in the Contract Documents.
- 5.33 **Contractor** shall not damage or endanger any portion of the Work or the work performed by **Department** or by any separate contractors by cutting, patching or otherwise altering any work, or by excavation. **Contractor** shall not cut or otherwise alter work performed by **Department** or any separate contractors except with the written consent of **Department** and of such separate contractor. **Contractor** shall not unreasonably withhold from **Department** or any separate contractor consent to cutting or otherwise altering the Work.

Quality Control:

- 5.34 Reference is made to the Supplementary Conditions, Standard Specifications and Supplementary Specifications for the identification of **Contractor's** quality control system requirements under the Contract.

Project Meetings:

- 5.35 **Contractor**, along with appropriate Subcontractors, suppliers and manufacturers, shall attend weekly project meetings at the site or as requested by **Department** or **Engineer**, for the purpose of discussing and resolving matters concerning the various elements of the Work.

Notification of Emergency Services:

- 5.36 **Contractor** shall notify all local Police, Fire Department and Ambulance Services at least twenty-four (24) hours in advance of construction across or adjacent to existing roadways in order that such services might be aware of any disrupted access.

Conflicts Between Contract Documents and Site:

- 5.37 **Contractor** shall notify **Engineer** and **Department** immediately upon discovering any conflicts, ambiguities, error or inconsistencies in the Contract Documents, between the Contract Documents and the actual Site Conditions, or between the Contract Documents and work being done by others. Failure to promptly notify the **Engineer** and **Department** may invalidate **Contractor's** request for an increase in Contract Price and/or Time.

ARTICLE 6 - Other Work

Related Work at Site:

- 6.1 **Department** may perform other work related to the Project at the site by **Department's** own forces, have other work performed by utility owners, or enter into other contracts for such other work.
- 6.2 **Contractor** shall afford each utility owner and other contractor who is a party to a direct contract with **Department** (or **Department**, if **Department** is performing the additional work with **Department's** employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect the Work with theirs. **Contractor** shall do all the Work that may be required to make its several parts come together properly and integrate with other work. **Contractor** shall only alter the work of others with the written consent of **Engineer** and notice to the other contractors whose work will be affected, and shall not endanger any work of others by altering their work. The duties and responsibilities of **Contractor** under this paragraph are for the benefit of such utility owners and other contractors.
- 6.3 If any part of **Contractor's** Work depends for proper execution or results upon the work of any such other contractor, utility owner or **Department**, **Contractor** shall inspect and promptly report to **Engineer** in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. **Contractor's** failure so to report shall constitute an acceptance of the other work as fit and proper for integration with **Contractor's** Work except for latent or non-apparent defects and deficiencies in the other work.

ARTICLE 7 - Department's Responsibilities

- 7.1 **Department** may issue communications to **Contractor** through **Engineer**.
- 7.2 In case of termination of the employment of **Engineer**, **Department** shall appoint an engineer whose status under the Contract Documents shall be that of the former **Engineer**.
- 7.3 **Department** shall furnish the data required of **Department** under the Contract Documents promptly and shall make payments to **Contractor** promptly after they are due as provided in Article 13.
- 7.4 **Department** is represented by the Project Field Representative, the Project Manager and the Designated Representative whose duties and authority are set forth in the Contract Documents. **Department** is also represented by **Engineer**.
- 7.5 **Department** will not be responsible for **Contractor's** means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, unless the Contract Documents specifically impose such a duty on **Department**. **Department** will not be responsible for **Contractor's** failure to perform or furnish the Work in accordance with the Contract Documents.
- 7.6 **Department** will not be responsible for the acts or omissions of **Contractor** or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

ARTICLE 8 - Engineer's Status During Construction

Project Representation:

- 8.1 The duties and responsibilities and the limitations of authority of **Engineer** during construction are set forth in the Contract Documents. **Engineer's** Resident Engineer will assist **Engineer** in inspecting the performance of the Work. The duties, and authorities of any Resident Engineer and Resident Project Representatives are set forth in the Contract Documents. Secondly **Department** is represented as set forth in article 7.4 of the General Conditions.

Visits to Site:

- 8.2 **Engineer** shall make any on-site inspections necessary to check the quality or quantity of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. **Engineer's** duty to visit the site shall in no way be construed to relieve **Contractor** of its duty to perform the Work in conformance with the Contract Documents.

Clarifications and Interpretations:

- 8.3 **Engineer** or **Department** shall issue with reasonable promptness and within 14 days maximum such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as **Engineer** or **Department** may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If **Contractor** believes that a written clarification or interpretation justifies an increase in Contract Price or an extension in Contract Time, **Contractor** shall be required to deliver a written notice thereof to **Engineer** and **Department** in accordance with the provisions of Article 9 of the General Conditions. If **Department** and **Contractor** are unable to agree as to amount and extent thereof, a claim may be made pursuant to Articles 10, 11 and 15 of the General Conditions.

Authorized Variations in Work:

- 8.4 **Engineer** may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on **Contractor** who shall perform the Work involved promptly. If **Contractor** believes that a Field Order justifies an increase in Contract Price or an extension in Contract Time, **Contractor** shall be required to deliver a written notice thereof to **Engineer** in accordance with the provisions of Article 9 of the General Conditions. If **Department** and **Contractor** are unable to agree as to amount and extent thereof, a claim may be made pursuant to Articles 10 and 11 of the General Conditions.

Rejecting Defective Work:

- 8.5 **Engineer**, based on its inspections, reports of its Resident Engineer, other information available to it and its professional experience and training, or the direction of Department, may disapprove or reject Work at any time during the construction of the Work, which **Engineer** believes to be Defective Work. **Engineer** shall also have authority to require special inspection or testing of the Work as provided in paragraphs 12.4 through 12.10 of the General Conditions, whether or not the Work is fabricated, installed, or completed. When **Contractor** has been notified by **Engineer** of disapproval or rejection of Defective Work, **Contractor** shall take immediate action to correct same at no additional cost.

Shop Drawings, Change Orders and Payments:

- 8.6 **Engineer's** responsibilities regarding Shop Drawings and samples, are set forth in paragraphs 5.23 through 5.29 of the General Conditions. If **Contractor** believes that **Engineer's** approval of a Shop Drawing or sample justifies an increase in Contract Price or an extension in Contract Time, **Contractor** shall be required to deliver a written notice thereof to **Engineer** in accordance with the provisions of Article 9 of the General Conditions. If **Department** and **Contractor** are unable to agree as to amount and extent thereof, a claim may be made pursuant to Articles 10 and 11 of the General Conditions.
- 8.7 **Engineer's** duties regarding Change Orders are set forth in Articles 9, 10 and 11 of the General Conditions.
- 8.8 **Engineer's** duties regarding Applications for Payment, etc., are set forth in Article 13 of the General Conditions.

Determinations for Unit Prices:

- 8.9 **Engineer** will review and make preliminary determinations on the actual quantities and classifications of acceptable Unit Price Work performed by **Contractor**. **Engineer** will review such preliminary determinations with **Contractor**, before rendering a written decision thereon by recommendation of an Application for Payment or otherwise. **Department** shall review and approve **Engineer's** determinations. **Department's** decisions thereon shall be final unless within 15 days after the date of any such decision, **Contractor** delivers to **Department** and to **Engineer** written notice of intention to dispute such a decision.

Decisions on Disputes:

- 8.10 **Engineer** shall interpret the Contract Documents and determine the acceptability of the Work thereunder subject to **Department's** right to modify or overrule **Engineer's** determination after consultation with **Engineer** and **Contractor**. Disputes or other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work, and disputes under Articles 9, 10, 11 and 15 of the General Conditions in respect to changes in the Contract Price or Contract Time will be referred to **Engineer** in writing with a request for a formal determination in accordance with this paragraph. **Engineer** shall render such determination in writing within a reasonable time. Written notice of each such claim, dispute or other matter shall be delivered by **Contractor** to **Engineer** and **Department** within fifteen days after the occurrence of the event giving rise thereto. Written data supporting such dispute or other matters shall be submitted to **Department** within forty-five days after such occurrence, unless **Department** allows an extension of time to submit additional information.

Limitations on Engineer's Responsibilities:

- 8.11 Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "unreasonable," "unsuitable," "acceptable," "proper," or "satisfactory," or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of **Engineer** as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents unless there is a specific statement indicating otherwise. The use of any such term or adjective shall not be effective to assign to **Engineer** any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12 or 8.13.

- 8.12 **Engineer** will not be responsible and **Contractor** remains responsible for **Contractor's** means, methods, techniques, sequences and procedures of construction, and the safety precautions and programs incident thereto, unless Contract Documents specifically impose such a duty on **Engineer**. **Engineer** will not be responsible for **Contractor's** failure to perform or furnish the Work in accordance with the Contract Documents.
- 8.13 **Engineer** will not be responsible for the acts or omissions of **Contractor** or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

ARTICLE 9 - Changes in the Work

- 9.1 Without invalidating the Agreement, **Department** may, at any time or from time to time and without notice to any surety, order additions, deletions or revisions in the Work or other requirements, which the performance of, or compliance with, is established in the provisions of the Contract Documents. These changes will be initiated by Proposed Change Orders, in Administrative Orders and authorized by Change Orders. Upon receipt of an Administrative Order, or Proposed Change Order, the Contractor shall proceed with the Work involved. All such Work involved shall be performed in accordance with the applicable conditions of the Contract Documents. If an Administrative Order or Proposed Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made in a duly executed Change Order. The value of any work covered by a Proposed Change Order or a Change Order for an increase or decrease in the Contract Price or the Contract Time, hereafter called the "Work involved", shall be determined by one of the following methods:
- 9.2 **Department** may order minor changes in the Work which do not involve an adjustment in the Contract Price or in the Contract Time and are consistent with the overall intent and purpose of the Contract Documents. Such minor changes will be authorized by a Field Order which shall be binding on **Department** and **Contractor** who shall perform such changes promptly. If **Contractor** believes that a Field Order justifies an increase in the Contract Price or the Contract Time, **Contractor** shall make written notification within 3 days and provide documentation within 15 days in a Proposed Change Order to **Engineer**.
- 9.3 Additional work performed without authorization of a Proposed Change Order will not entitle **Contractor** to an increase in the Contract Price or an extension in the Contract Time, except in the case of emergency work as provided in paragraph 5.22 of the General Conditions and except in the case of uncovering Work as provided in paragraph 12.9 and 12.10 of the General Conditions.
- 9.4 When changes in the Work, involving adjustments to the Contract Price or Contract Time are contemplated by **Department**, pursuant to paragraph 9.1, **Contractor** may be requested to submit a cost proposal prior to being authorized to proceed with the change. If **Department** and **Contractor** are unable to agree and **Department** orders the change, or if **Department** pursuant to **Engineer's** review and decision concludes that the written direction, instruction, interpretation or clarification, approval, decision or determination does not require an increase in Contract Price or extension in Contract Time, **Contractor** will be required to carry on with the Work involved and adhere to the Progress Schedule. **Contractor** proposals substantiating the amount and extent of any proposed adjustment in Contract Price or Contract Time shall become due within three days of receipt (or issuance) of a Proposed Change Order initiated by **Department** (or **Contractor**), and shall be submitted in accordance with Articles 9, 10 and 11 of the General Conditions. Any delays in the submittal of **Contractor** proposals relative to adjustments in Contract Price or Contract Time will not justify a delay or constitute basis for an increase in Contract Price or an extension in Contract Time. Unless **Contractor** gives written notice of intent to appeal **Department's** determination or to file a claim in accordance with Article 15 of the

General Conditions, within said thirty days of the issuance of a Proposed Change Order or the rejection of a Proposed Change Order, **Department's** determination shall be final and binding upon **Contractor**.

9.5 Upon receipt of a cost proposal from **Contractor**, pursuant to paragraph 9.4 above, and if **Department** agrees with the increase or decrease in the Contract Price or Contract Time, **Department** shall authorize the change in the Work by issuing a Proposed Change Order and shall begin preparation of a Change Order covering the Work involved.

9.5.1 A Change Order shall also be any other written order, including direction, instruction, interpretation, determination, or decision embodied in a Field Order, or in a response to a request for clarification or interpretation of the requirements of the Contract Documents, or in an approval of a Shop Drawing or sample, or in a decision relating to a report or differing or unforeseen conditions or the acceptability of Work or Administrative Order which causes any change, provided that **Contractor** gives **Engineer** and **Department** a dated written notice identifying the written order and stating circumstances and other information required in this Article and in Articles 9, 10 and 11 of the General Conditions indicating that **Contractor** considers the written order a Proposed Change Order.

9.5.2 **Contractor** quotations substantiating the amount or extent of any proposed adjustment in Contract Price or Contract Time shall cover all known amounts or extents to which **Contractor** is entitled as a result of the proposed change. Pursuant to this requirement of the Contract Documents, **Contractor** acknowledges and agrees to the following waivers when executing Change Orders or Proposed Change Orders authorized in accordance with paragraph 9.4 of the General Conditions:

9.5.2.1 **Contractor** acknowledges and agrees that the adjustments in Contract Price and Contract Time stipulated in this Change Order represent full compensation for all increases or decreases in the cost of, or the time required to perform the entire Work under the Contract, arising directly or indirectly from this Change Order, including this and all previous Change Orders. Acceptance of this waiver constitutes an agreement between **Department** and **Contractor** that the Change Order represents an all inclusive, mutually agreed upon adjustment to the Contract for all direct, indirect and consequential costs and delays, and that **Contractor** shall waive all rights to file a claim on this Proposed Change Order after it is properly executed.

9.5.2.2 Acceptance by **Contractor** is evidence of mutual accord and satisfaction for those adjustments in Contract Price and Contract Time stipulated in this Proposed Change Order, that **Contractor** shall submit detailed supporting data within fifteen days in accordance with Articles 10 and 11 of the General Conditions to allow negotiation of outstanding issues, and that the changes ordered and documented by this Proposed Change Order will be incorporated into a future Change Order subsequent to agreement on all outstanding issues.

9.6 If the provision of any bond requires that the surety be notified of any change in the Work, it shall be **Contractor's** responsibility to so notify the surety and the amount of each applicable bond shall be adjusted accordingly. **Contractor** shall furnish proof to **Department** of such adjustment.

9.7 No claim by **Contractor** for an adjustment under this Article of the General Conditions shall be allowed if asserted after the date of final payment under this Contract.

ARTICLE 10 - Change of Contract Price or Time

- 10.1 The Contract Price constitutes the total compensation, subject to authorized adjustments, payable to **Contractor** for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by **Contractor** shall be at its own expense without any change in the Contract Price or the Contract Time.
- 10.2 The Contract Price and the Contract Time may only be changed by a duly executed Change Order.
- 10.3 The value of the Work involved shall be determined by one of the following methods:
 - 10.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, those unit prices shall be used to determine the cost of the Work involved.
 - 10.3.2 Where the Work involved is not covered by unit prices contained in the Contract Documents, by application of mutually agreed upon unit prices to the quantities of the items of Work involved.
 - 10.3.3 By mutual acceptance of a lump sum.
 - 10.3.4 On the basis of the cost of the Work involved as provided in paragraph 10.4 of this Article plus a **Contractor's** fee for overhead and profit as provided in paragraph 10.7 of this Article.
 - 10.3.5 Where the **Department** and **Contractor** cannot agree on any of the methods described above, and **Department** directs **Contractor** to proceed with the Work involved as provided in Article 10 of the General Conditions.
- 10.4 The Cost of the Work involved shall include the following items and shall not include any of the costs disallowed under this Article 10 of the General Conditions:
 - 10.4.1 Payroll costs of employees in the direct employ of the **Contractor** in the performance of the Work involved in job classifications agreed upon by **Department** and **Contractor**. Payroll costs shall include, but shall 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 or workmen's compensation, health and retirement benefits, and sick leave applicable thereto. Such employees may include foremen at the site but shall not include employees in the job classifications itemized in paragraphs 10.6.1. The costs of performing the Work involved during other than normal working hours, as defined in paragraph 5.3.1, shall be included in the above to the extent authorized by **Department** and as required by Law.
 - 10.4.2 Cost of all materials and equipment furnished and incorporated into the Work involved, including costs of transportation and storage thereof, and suppliers' field services connected therewith. All cash discounts shall accrue to **Contractor** unless **Department** deposits funds with **Contractor** with which to make payments, in which case, the cash discounts shall accrue to **Department**. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to **Department**, and **Contractor** shall make provisions so that they may be obtained.
 - 10.4.3 Payments made by **Contractor** to subcontractors who perform a part of the Work involved. If required by **Department**, **Contractor** shall obtain competitive bids from prospective

subcontractors acceptable to **Contractor** and shall deliver such bids to **Department** who will then determine which bids will be accepted. If a subcontract provides that the subcontractor is to be paid on the basis of cost plus a fee, the subcontractor's cost shall be determined in the same manner as **Contractor's** cost of the Work involved. All subcontracts shall be subject to the provisions of the Contract Documents, insofar as applicable.

- 10.4.4 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 involved to the extent authorized in writing by **Department**.
- 10.4.5 Costs of **Contractor** owned equipment - **Contractor** shall be reimbursed for his ownership and operating costs for self owned equipment employed on the Work involved. The rates of reimbursement shall be as listed in most recent published edition of the Rental Rate Blue Book published by Dataquest, Inc. in effect on the date of issuance of the applicable Change Order or Proposed Change Order, or prior to performing the Work in a claim for an increase or decrease in the Contract Price and applied in the following manner.
 - 10.4.5.1 Ownership costs - The equipment rates for ownership costs include depreciation on the original purchase, insurance, applicable taxes, interest on investment, storage, repairs, mobilization to and demobilization from the site of the Work involved, and profit reimbursement will be made for the hours on the Work involved. In no event shall the equipment rate billed to **Department** be at rates exceeding those described below.
 - 10.4.5.2 Less than 8 hours of actual use or necessary for availability as approved by Engineer: The daily rate or the product of the hours of actual use multiplied by the hourly rate, whichever is less.
 - 10.4.5.3 Between 8 hours and 40 hours of actual use: The weekly rate or the product of the hours of actual use used divided by 8 and multiplied by the daily rate, whichever is less.
 - 10.4.5.4 Between 40 hours and 176 hours of actual use: The monthly rate or the product of the hours of actual use divided by 40 multiplied by the weekly rate, whichever is less.
 - 10.4.5.5 Over 176 hours of actual use: The product of the hours of actual use divided by 176 multiplied by the monthly rate.
 - 10.4.5.6 Operating costs including fuel, lubricants, other operating expendables, and preventive and field maintenance. Operating costs do not include the operator's wages. **Contractor** shall be reimbursed the product of the hours of actual use multiplied by the estimated operating cost per hour.
 - 10.4.5.7 The geographic area adjustment factor and the Rate adjustment tables for federal aid projects shall be applied to the equipment ownership rates.
 - 10.4.5.8 The rates used shall be those in effect at the time the Work involved is to be done as listed in the then current Rental Rate Blue Book.

- 10.4.5.9 In the event that a rate is not established in the Rental Rate Blue Book for a particular piece of equipment, **Department** will establish rates for ownership and operating costs.
- 10.4.5.10 Equipment to be used by **Contractor** shall be specifically described by manufacturer and model number and be of suitable size and capacity to accomplish the Work involved. In the event **Contractor** elects to use equipment of a higher rental rate than equipment suitable for the Work involved, payment will be made at the rate applicable to the suitable equipment. **Department** and **Engineer** shall determine the suitability of the equipment. If there is a differential in the rate of pay of the operator of oversized or higher rate equipment, the rate paid for the operator will likewise be related to the suitable equipment.
- 10.4.5.11 Transportation, loading and unloading, installation, dismantling and removal costs shall be included only if such construction equipment and machinery is imported to the site solely to perform the Work involved in the Change Order Proposed Change Order, or Claim. All equipment costs shall cease when the use thereof is no longer necessary to perform the Work involved or the equipment cannot be used to perform the Work involved due to contractor actions or inactions. Payroll costs for employees operating the equipment shall be in accordance with paragraph 10.4.1 of the General Conditions.
- 10.4.5.12 Actual equipment use time documented by **Engineer** shall be on the basis that the equipment was on and used at the site. In addition to the leasing rate, equipment operational costs shall not exceed the estimated hourly operation rate as set forth in the Blue Book. Daily records listing the equipment units and their respective operators, identification code, and actual usage and certified at the end of each day by **Engineer** shall be the record upon which actual equipment use shall be based. For multiple shift work sequences the allowable equipment rate for second or third shifts shall not exceed 50 percent of the base rate. Idle equipment at the site and necessary to perform the Work involved but not in actual use shall be paid at the rate determined above. Idle time shall include a reasonable time allowance to and from the site, and be as documented by **Engineer**.
- 10.4.6 Costs of **Contractor** rented equipment.
- 10.4.6.1 In the event **Contractor** must rent a specific piece of equipment, payment will be the actual rental rate for the piece of equipment for the time that is is used on the Work involved or required by **Department** to be present, not to exceed the rental rate in the Rental Rate Blue Book, plus the reasonable cost of moving the equipment onto and away from the site of the Work involved.
- 10.4.6.2 **Contractor** shall also be reimbursed for the operating cost of the rented equipment if that cost is not included in the rental cost. The operating cost shall be determined in the same manner as specified for **Contractor** owned equipment above. If contractor owned equipment is available on site to complete the work, **Contractor** shall be reimbursed only at the rate for owned equipment and there shall not be any reimbursement for transportation of equipment to or from site.

- 10.4.6.3 In the event area practice dictates the rental of fully manned or fueled and maintained equipment, payment will be made on the basis of an invoice for the rental of the fully manned, fueled and/or maintained equipment, including all costs incidental to its use, plus costs of moving to and from the site of the Work involved, provided the rate is substantiated by area practice.
- 10.4.6.4 Transportation, loading and unloading, installation, dismantling and removal costs shall be included only if such construction equipment and machinery is imported to the site solely to perform the Work involved in the Change Order, Proposed Change Order, or Claim. All equipment costs shall cease when the use thereof is no longer necessary to perform the Work involved or the equipment cannot be used to perform the Work involved due to **Contractor** actions or inactions. Payroll costs for employees operating the equipment shall be in accordance with paragraph 10.4.1 of the General Conditions.
- 10.4.7 The maximum amount of reimbursement for the ownership costs of **Contractor** owned equipment or for the rental costs of rented equipment shall be limited to the original purchase price of the equipment as listed in the Green Guide for Construction Equipment published by the Equipment Guide Book Company. In the specific event where the reimbursement is limited by the original purchase price, **Contractor** shall be reimbursed for the operating cost per hour for each hour of actual use.
- 10.4.8 Supplemental costs due solely in connection with the Work involved to include the following:
 - 10.4.8.1 The necessary transportation, travel and subsistence expenses of **Contractor's** employees who are solely employed in the Work involved.
 - 10.4.8.2 Costs, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site required, but excluding hand tools, protective clothing and other consumables which are used or consumed in connection with the Work involved and are individually valued at less than \$100.00.
 - 10.4.8.3 Sales, consumer use, or similar taxes for which **Contractor** is liable, exclusive of New York State and local sales taxes for materials, supplies and equipment incorporated into the Work.
 - 10.4.8.4 Royalty payments and fees for licenses and permits.
 - 10.4.8.5 Costs of utilities at the site including but not limited to electricity, telephone, fuel, heat, water, property rental and sanitary facilities.
- 10.5 The amount of credit to be allowed by **Contractor** to **Department** for any individual change in the Work which results in a net decrease in cost shall be the amount of the actual net decrease plus a deduction in **Contractor's** fee equal to one half of the fee derived from the application of paragraphs 10.7.2.1, 10.7.2.2 and 10.7.2.3 of this Article.
 - 10.5.1 When more than one individual change is covered by one Proposed Change Order or Change Order, the adjustment in **Contractor's** fee shall be the sum of the individual fees computed on each individual change in accordance with paragraphs 10.7.2.1 through 10.7.2.4.

- 10.6 The cost of the Work involved shall not include any of the following, all of which are to be considered general and overhead costs covered by the **Contractor's** fee:
- 10.6.1 Payroll costs and other compensation of **Contractor's** executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, superintendents, administrators, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by **Contractor**, at the site or not, for general administration of the Work including any Change Orders, and who are not specifically included in the agreed upon schedule of job classifications referred to in paragraph 10.4.1 of this Article.
 - 10.6.2 Expenses of **Contractor's** principal and branch offices other than **Contractor's** office at the site. Costs derived from the computation of an extended or unabsorbed home office overhead rate by application of the Eichleay, Allegheny, Burden Fluctuation, or other similar methods.
 - 10.6.3 Any part of **Contractor's** capital expenses, including interest on **Contractor's** capital employed for the Work involved and charges against **Contractor** for delinquent payments.
 - 10.6.4 Cost of premiums for all bonds and insurance whether or not **Contractor** is required by the Contract Documents to purchase and maintain the same.
 - 10.6.5 Costs incurred in the preparation of Proposed Change Orders or Change Orders or in preparation or filing of claims.
 - 10.6.6 Expenses of **Contractor** associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings or unpaid retainage.
 - 10.6.7 Small tools used or consumed in the performance of the Work involved having an individual value of less than \$100.
 - 10.6.8 Costs due to negligence of **Contractor** or any subcontractor anyone directly or indirectly employed by them for whose acts any of them may be liable, including, but not limited to correction of defective work, disposal of equipment or material wrongly supplied and repairing any damage to property.
 - 10.6.9 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4 of this Article, all of which are to be considered general and overhead costs covered by the **Contractor's** fee.

Contractor's Fee:

- 10.7 The **Contractor's** fee for general and administrative overhead costs (whether at the site or in **Contractor's** principal or branch offices), small tools and profit on the Work involved shall be determined by negotiations in accordance with this paragraph.
- 10.7.1 **Contractor** shall negotiate with **Department** for reasonable overhead rates and fair and reasonable profit based on assumptions of risk, exposure to weather, size of the change, labor to material ratio, equipment requirements, and time of performance.
 - 10.7.2 In no case shall the **Contractor's** fee exceed the following percentages of the various percentages of the Cost of the Work involved.

- 10.7.2.1 For costs incurred under paragraph 10.4.1 (Payroll Costs) of this Article, the **Contractor's** fee shall not exceed fifteen percent (15%).
- 10.7.2.2 For costs incurred under paragraph 10.4.2 (Costs of Materials and Equipment) of this Article, the **Contractor's** fee shall not exceed ten percent (10%).
- 10.7.2.3 For costs incurred under paragraph 10.4.3 (Cost of Subcontracts) of this Article, the **Contractor's** fee shall not exceed five percent (5%) and the subcontractor's fee shall not exceed ten percent (10%).
- 10.7.2.4 For costs incurred under paragraph 10.4.3 of this Article, for work performed by a subcontractor's subcontractor, the **Contractor's** and the first subcontractor's fees shall not exceed five percent (5%) each and the second subcontractor's fee shall not exceed ten percent (10%).
- 10.7.2.5 No fee shall be paid on the costs itemized under paragraphs 10.4.4 and 10.4.5 nor on subcontractors' fees derived in accordance with paragraphs 10.7.2.3 and 10.7.2.4.
- 10.7.3 No fee shall be paid on premium portion of wages nor on increased wages due to delays.
- 10.8 Changes in the Contract Price due to changes in the Contract Time.
 - 10.8.1 An increase in the Contract Price due solely to delays causing extensions in the Contract Time will be allowed only if the delays to the Work, or parts thereof, arise from acts or omissions of **Department** or **Engineer** which are longer than the time period(s) provided for review(s) or decision(s) as provided for in the Contract Documents, and provided further that the delays arise from changes in the Work covered by Proposed Change Orders or Change Orders prepared pursuant to Article 9 of the General Conditions or from suspensions of Work pursuant to paragraph 14.1 of the General Conditions. However no adjustment in the Contract Price shall be made under this paragraph for the following reasons:
 - 10.8.1.1 For any extensions granted in the Contract Time to the extent that performance would have been so extended by any other cause including fault or negligence of **Contractor** or subcontractors, suppliers or other persons or organizations.
 - 10.8.1.2 For any acceleration alternative in lieu of an extension proposed by **Contractor**, to the extent that the acceleration costs exceed those in connection with the alternative extension in Contract Time.
 - 10.8.1.3 For which a Contract Price is provided or excluded under any other provision of the Contract Documents.
 - 10.8.1.4 For delays which are covered by or which could be covered by relocating the Total Float or a portion of it.
 - 10.8.2 Recovery of damages for delay on account of extensions in **Contractor's** Progress Schedule or in connection with acceleration alternatives thereof will be allowed only when said delays extend the Work, or a part thereof, beyond the applicable Contract Time(s).

- 10.8.3 It is further expressly agreed and understood that **Contractor** will not be entitled to any compensation or damages on account of delays which meet the requirements of paragraph 10.12.3 of the General Conditions for time extensions but which can or could have been avoided by reallocating portions of the Total Float. Under this requirement, it is further understood and agreed that the only remedies for delays which are figured to cause an extension in the Contract Time or form the basis for a proposal for an acceleration alternative thereof solely due to the use of Total Float will consist of an increase in Contract Time only and shall exclude **Contractor's** right to recover any delay damages or compensation from **Department**.
- 10.9 In submitting proposals or asserting claims for changes under this Article, **Contractor** acknowledges and agrees that no adjustment shall be made: 1) for any escalation costs for any part of the Work which is not delayed beyond the applicable latest possible dates specified in the approved Progress Schedule, or 2) for any acceleration costs incurred without prior authorization from **Department**, or 3) for which an adjustment has been provided for, limited as to extent, or excluded under any other provision of the Contract Documents.
- 10.10 **Contractor** quotations substantiating the amount or extent of any proposed adjustment in Contract Price or Contract Time shall cover all known amounts or extents (direct, indirect and overhead) to which **Contractor** is entitled as a result of the proposed change. Pursuant to this requirement, **Contractor** acknowledges and agrees to the following waivers when executing Proposed Change Orders and Change Orders authorized in accordance with Article 9:
- 10.10.1 **Contractor** acknowledges and agrees that the adjustments in Contract Price and Contract Time stipulated in the Change Order represent full compensation for all increases or decreases in the cost of, or the time required to perform, the entire Work under the Contract arising directly or indirectly from the Change Order. Acceptance of this waiver constitutes an agreement between **Contractor** and **Department** that the Change Order represents an all inclusive, mutually agreed upon, adjustment to the Contract for all direct, indirect and consequential costs and delays, and that **Contractor** will waive all rights to file a claim on the Change Order after it is duly executed.
- 10.10.2 Acceptance by **Contractor** is evidence of mutual accord and satisfaction for those adjustments in the Contract Price and Contract Time stipulated in the Proposed Change Order, that **Contractor** will submit detailed supporting data within fifteen days in accordance with Articles 10 and 11 of the General Conditions to allow negotiation of outstanding issues, and that the changes ordered and documented by the Proposed Change Order will be incorporated into a future Change Order subsequent to agreement on all outstanding issues.
- 10.11 Additional costs incurred due to acceleration or additional work performed by **Contractor** without an agreed upon Proposed Change Order will not entitle **Contractor** to an increase in Contract Price or Contract Time, except in the case of emergency work as provided in paragraph 5.22 of the General Conditions or in the case of uncovering Work as provided in paragraph 12.9 of the General Conditions.
- 10.12 The Contract Time may be changed only by a duly executed Change order. Any proposal for an extension or shortening of the Contract Time shall be based on a Proposed Change Order in accordance with the provisions of this Article.
- 10.12.1 **Contractor** requests substantiating the extent of increase in the Contract Time shall be delivered to **Engineer** within fifteen days of the event causing the proposed need for the extension in the Contract Time unless **Department**, in writing, allows an additional period

of time. **Contractor** shall prove that the delays have materialized or will materialize despite reasonable, prudent, and diligent efforts to prevent such delays and meet the criteria set forth in this Article. Any delays by **Contractor** in submittal of proposals will not justify a delay or be basis for an extension of the Contract Time.

- 10.12.2 Extensions in Contract Time due to delays to parts of the Work will not be granted until all Total Float available for those parts of the Work has been used.
- 10.12.3 An extension in the Contract Time will not be granted unless **Contractor** can demonstrate, through an analysis of the Progress Schedule approved in accordance with the applicable provisions of the Standard Specifications, that the delay in completing the applicable parts of the Work within the applicable Contract Time(s) arises from unforeseeable causes beyond the control and without the fault or negligence of **Contractor** or its Subcontractors, Suppliers or other persons or organizations, and which **Contractor** could not have guarded against, and that such causes do or will cause extension of the schedule for that part of the Work beyond the applicable Contract Time. Examples of such causes include 1) acts of God or of the public enemy, 2) fires, floods, epidemics, quarantine restrictions, 3) strikes, freight embargoes, 4) unusually severe weather, 5) delays of Subcontractors or Suppliers at any tier arising from unforeseeable causes beyond the control and without fault or negligence of both **Contractor** and the Subcontractors, Suppliers or other persons organizations.
- 10.12.4 All time limits stated in the Contract Documents are of the essence. They have been developed by taking into account:
 - 10.12.4.1 The scope of the Work under the Contract Documents;
 - 10.12.4.2 Reasonable time for performance of the Work, or parts thereof, as a whole; and
 - 10.12.4.3 The perceived sensitivity of the Work, or parts thereof, as a whole, to the potential delaying effect of causes meeting the requirements of paragraph 10.12.3.
 - 10.12.4.4 Therefore, and as long as delays meeting the requirements of paragraph 10.12.3 are not to be considered by **Contractor** in the initial development of the Progress Schedule pursuant to paragraph 1.6 of the General Conditions and the Progress Schedule Section of the Standard Specifications, the initial Progress Schedule developed by **Contractor** could show Total Float with respect to the Contract Time, or contract Times. Pursuant to the Float sharing requirements of the Contract Documents (as set forth in the provisions of Progress Schedule Section of the Standard Specifications) any such Total Float materializing between **Contractor's** completion of the Work, or part thereof, as anticipated by **Contractor's** approved progress Schedule, and the corresponding Contract Time(s) will be available to **Department, Engineer, Contractor** and others to absorb delays that cannot be mitigated by any other means.
- 10.12.5 The provisions of Section 10.11 of this Article shall govern and be applicable to the following:
 - 10.12.5.1 Changes in Contract Time initiated by **Department** or **Contractor** due to delays which meet the requirements of paragraph 10.12.4.

- 10.12.5.2 **Contractor** proposals to accelerate the Progress Schedule, in lieu of the alternate extension of Contract Time, due to delays meeting the requirements of paragraph 10.12.3.
- 10.12.6 The provisions of paragraphs 10.11, 10.12.2, and 10.12.3 shall exclude recovery for damages arising out of an acceleration alternative to an extension in Contract Time on account of delays not meeting the requirements for extensions in Contract Time set forth in this Article.
- 10.12.7 The provisions of this Article 10 shall not exclude recovery for damages (including compensation for additional professional services and court costs) for delay by either party, except as otherwise specifically disallowed in this Article and in other provisions of the Contract Documents.
- 10.13 Failure, refusal or neglect by **Contractor** to comply with the time requirements for delivery of written Proposed Change Orders or notice of a claim shall be considered to be a waiver by **Contractor** of any request or claiming for extension in Contract Time.
- 10.13.1 **Contractor** proposals (or claims) substantiating **Contractor's** proposed adjustment in Contract Price shall be delivered within the time period stipulated in paragraph 9.3 (9.4), unless **Department** in writing, allows an additional period of time to ascertain accurate cost data. **Contractor** shall prove that additional costs were necessarily incurred, despite **Contractor's** reasonable, prudent, and diligent efforts to prevent such costs and which meet the criteria set forth in this Article. Any delays in the submittal of **Contractor** proposals relative to adjustments in Contract Price will not justify a delay or constitute basis for an increase in Contract Price or an extension in Contract Time.
- 10.13.2 **Contractor** proposals (or claims) shall be submitted on forms required by Contract Documents, and shall remain firm for a period of at least 60 days from delivery of the proposal (or claim). Proposals (or claims) shall include itemized estimates of all costs and schedule adjustments that will result directly or indirectly from the changes described. Unless otherwise specified, itemized estimates shall be in accordance with the requirements of this Article of the General Conditions and in sufficient detail to reasonably permit an analysis by **Engineer** and **Department** of all quantities involved, labor and payroll costs, productivity rates, material costs, Subcontractor and Supplier costs, supplemental costs as described in paragraph 10.4.8, special consultant costs as described in paragraph 10.4.4, equipment costs, general and administrative overhead costs, field office overhead costs, and profit and shall cover all aspects of the Work involved in the change, whether such was deleted, added, changed, or impacted. Any amount claimed for Subcontractors, Suppliers or other persons or organizations shall be similarly supported. Itemized schedule adjustments shall be sufficiently detailed to permit an analysis of effects on the Progress Schedule as required in the Standard Specifications.

ARTICLE 11 - Unit Price Work and Cash Allowances

Cash Allowances:

- 11.1 **Contractor** shall include in the Contract Price all cash allowances named in the Contract Documents and all Work covered by those cash allowances shall be performed for an amount not to exceed those allowances without prior approval in writing by **Engineer**.

- 11.1.1 The allowances include the cost to **Contractor** (less any applicable trade discounts) of materials labor and equipment required by the allowances to be delivered at the site, and all applicable taxes; and the cost documentation requirements of Articles 9, 10, 11 apply to cash allowances.
- 11.1.2 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.

Unit Price Work:

- 11.2 Where the Contract Documents provide that all or part of the Work to be performed on the basis of Unit Prices, the following shall apply:

- 11.2.1 The original Contract Price shall include the sum of the bid unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated on the Contract Bid Form.

- 11.2.2 Unless otherwise provided by the Contract Documents, the estimated quantities of Unit Price Work are not guaranteed and are solely for the purpose of comparing Bids and determining the initial Contract Price.

- 11.2.3 **Engineer** shall determine the actual quantities and classifications of Unit Price Work performed by **Contractor** and will review with **Contractor** preliminary determinations before recommending an Application for Payment for those items.

- 11.2.4 **Contractor** shall have included overhead and profit in the price of each separately stated unit price item bid.

- 11.2.5 The Unit price of an item of Unit Price Work shall be subject to re-evaluation, negotiation, and possible adjustment under the following conditions:

- 11.2.5.1 If the total cost of a particular item of Unit Price Work change by \$30,000 or 5% or more of the total Contract Price, whichever is less, and the variation in the quantity of that particular item of Unit Price Work performed by **Contractor** differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and

- 11.2.5.2 If **Contractor** justifies and adequately documents to the **Department's** satisfaction additional expenses have been incurred as a result thereof, or

- 11.2.5.3 If **Department** believes that the quantity variation entitles **Department** to an adjustment in the Unit Price,

either **Department** or **Contractor** may make a request for an adjustment in the Contract Price in accordance with the Contract Documents. If the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed, a claim may be made.

- 11.2.6 The negotiated Unit Price shall be applicable only to the variation in quantities above 115% or below 85% of the quantities estimated or indicated.

- 11.2.7 If **Department** or **Contractor** believes that the quantity variation requires an extension or shortening in Contract Time, either party shall within seven working days of knowledge of the variation in quantities, submit a written Proposed Change Order to the other party and to **Engineer**, and substantiate the request within fifteen days thereafter in accordance with the analysis and documentation provisions of the Standard and Supplementary Specifications.

ARTICLE 12 - Warranty and Guarantee; Tests and Inspections; Correction, Removal or Acceptance of Defective Work

Warranty and Guarantee:

- 12.1 **Contractor** warrants and guarantees to **Department** that all Work shall be in accordance with the Contract Documents and shall not be defective. Immediate notice of all defects shall be given to **Contractor** by **Engineer**. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.
- 12.1.1 The obligations of **Contractor** under this paragraph 12.1 shall be in addition to and not in limitation of any obligation imposed upon it by special guarantees required by the Contract Documents or by Law.
- 12.1.2 Notwithstanding anything in these Contract Documents to the contrary, when a particular item of equipment or part of the Work reaches Substantial Completion upon successful performance of Pre-operational Testing, and a) is not placed in continuous service until the commencement of the Correction Period, or b) is placed in continuous service upon reaching Substantial Completion (as a segment of a completed Project) but use will be limited until all segments of the Project reach substantial completion thereby commencing the Correction Period, and notwithstanding anything in the Contract Documents to the contrary, **Contractor** shall maintain the particular item of equipment or part of the Work in good order and in proper working condition during the period between the particular Substantial Completion date and the commencement of the Correction Period, and for such maintenance **Contractor** shall receive no adjustment in Contract Price. Also **Contractor** shall maintain the warranties and guarantees required under paragraph 12.1 of the General Conditions in full force and effect during the period between the particular item's Substantial Completion date and the commencement of the Correction Period, and for such warranties and guarantees **Contractor** shall receive no adjustment in Contract Price.
- 12.1.3 The warranties and guarantees provided by **Contractor** under paragraph 12.1 of the General Conditions shall remain in full force and effect from the date of Substantial Completion of the Work, or part thereof, until one year after the date of commencement of the Correction Period or such a longer period as may be prescribed by Law or the terms of any applicable specific warranty or guarantee required by the Contract Documents or by any specific provision of the Contract Documents.

One Year Correction Period:

- 12.2 If within the period from the date of Substantial Completion of a particular item of equipment or a designated part of the Work to one year after the commencement of the Correction Period, or such longer period as may be prescribed by Federal or New York State Law or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, the particular item of equipment or designated part of the Work is found to be defective,

Contractor shall promptly, without an adjustment in Contract Price and in accordance with **Department's** or **Engineer's** written instructions, either correct such Defective Work, or if it has been rejected by **Department** or **Engineer**, remove it from the site and replace it with Work which conforms to the requirements of the Contract Documents. **Department** or **Engineer** may direct the correction or removal and replacement of Defective or rejected Work. In addition to any other remedies which **Department** may have, **Contractor** shall pay the indirect and consequential costs of such correction or removal and replacement, including but not limited to fees and charges of engineers, architects, attorneys and other professionals, any additional expenses incurred by **Department** due to delays to others performing work under a separate contract with **Department**, and other contractual obligations, if the Defective Work is not corrected or the rejected Work is not removed and replaced within 30 days of the **Department's** or **Engineer's** written rejection or request for rejection of Work unless otherwise provided for in writing. In the event that **Contractor** fails to pay such costs within thirty days after receipt of an invoice from **Department**, a Change Order or Proposed Change Order may be issued incorporating the unpaid amount, and **Department** shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, a claim may be made therefore as provided in Articles 9 and 10 and 15 of the General Conditions.

- 12.2.1 At the date of Substantial Completion of the Work, the parties have agreed on the date for commencement of the Correction Period. However, **Department** may at its sole option advance or delay the date for commencement of the Correction Period, and **Contractor's** obligations to extend warranties and guarantees in accordance with paragraphs 12.1.2 and 12.1.3 or to maintain the Work in accordance with paragraph 12.1.2 and 12.1.3 until then shall remain absolute. Applicable Change Orders or Proposed Change Orders shall be executed by the parties to adjust the Contract Price, as appropriate, on the basis of the unit prices declared in **Contractor's** Bid for extended warranty and extended maintenance requirements.
- 12.2.2 No later than 30 days before the date for commencement of the Correction Period, **Engineer** shall notify **Contractor** in writing of the date upon which the Correction Period is expected to commence, and **Contractor** shall ensure that the parts of the Work which reached Substantial Completion upon successful performance of Pre-operational Testing but were not placed in continuous service, are ready in their entirety by such date for use by **Department** as contemplated in the Contract Documents. In addition to any other damages payable by **Contractor** under these Contract Documents, **Contractor** shall also be liable for any damages suffered by **Department** on account of the parts of the Work which reached Substantial Completion upon successful performance of Pre-operational Testing but were not placed in continuous service at the beginning of the Correction Period because they were not ready for continuous utilization for the purposes for which they are intended.
- 12.2.3 Each month during the period between the date of Substantial Completion of parts of the Work which reached Substantial Completion upon successful performance of Pre-operational Testing and the date of commencement of the Correction Period, **Contractor** shall certify to **Engineer** in writing that the said parts of the Work are being properly maintained and will be ready for use by **Department** upon commencement of the Correction Period.
- 12.2.4 During the period described in Section 12.2.3 until commencement of the Correction Period, **Contractor** shall bear all risks of injury, loss, or damage to any part of the Work arising from the elements or from any other cause. **Contractor** shall rebuild, repair, restore, and make good at no cost to **Department** all injuries, losses, or damage to any portion of the Work occasioned by any cause and shall at no expense to **Department** provide suitable drainage and erect such temporary structures and take all other actions as are necessary for the

protection of the Work. Suspension of the Work or the granting of an extension in Contract Time for any cause shall not relieve **Contractor** of its responsibility for the Work as herein specified.

- 12.2.5 **Contractor's** responsibilities under this Paragraph 12.2 are in addition to, not in lieu of, all other obligations imposed by these Contract Documents.

Access to Work:

- 12.3 Representatives of **Department**, **Engineer**, and representatives of testing agencies and governmental agencies with jurisdictional interests will have access to the Work at all times for observation, inspection and testing. **Contractor** shall provide proper and safe conditions for such access. Inspections, tests or observations by **Engineer**, **Department** or third parties may be performed to provide information to **Department** on the progress of the Work, however, this provision is not intended to create any duty or obligation to **Contractor** by **Department** or **Engineer**, nor is the information provided intended to fulfill **Contractor's** obligations under the Contract.

Tests and Inspections:

- 12.4 **Contractor** shall give **Engineer** timely notice of readiness of the Work for all required inspections, tests or approvals.
- 12.5 If a Law specifically requires any Work (or part thereof) to be inspected, tested or approved, **Contractor** shall assume full responsibility therefor, pay all costs in connection therewith and furnish to **Engineer** the required certificates of inspection, testing or approval. Except as provided in Article 5, **Contractor** shall be responsible for and shall pay all costs in connection with any inspection or testing required in connection with **Department's** or **Engineer's** acceptance of materials or equipment proposed or submitted to **Department** and **Engineer** for approval prior or subsequent to **Contractor's** purchase thereof for incorporation in the work. The cost of all inspections, tests and approvals in addition to the above which are required by the contract documents shall be paid by **Contractor**.
- 12.6 All inspections, tests or approvals other than those required by Law to be performed or given by public body having jurisdiction over the Work or any part thereof, shall be performed by organizations acceptable to **Department** and **Engineer**. **Contractor** shall perform sufficient inspection and testing of the Work to support the warranty and guarantee requirements of paragraph 12.1 and 12.2 of the General Conditions. Reference is made to the Supplementary Conditions, Standard Specifications and Supplementary Specifications for provisions applicable to the procurement of an independent testing laboratory.
- 12.7 If any Work, including the work of others, that is to be inspected, tested or approved is covered without written concurrence of **Engineer**, it must, if requested by **Engineer**, be uncovered for inspection. Such uncovering shall be at **Contractor's** expense unless **Contractor** has given **Engineer** timely notice of **Contractor's** intention to cover the same and **Engineer** has not acted with reasonable promptness in response to such notice.
- 12.8 Neither inspections by **Engineer** nor inspections, tests or approvals by others shall relieve **Contractor** from **Contractor's** obligations to perform the Work in accordance with the Contract Documents.

Uncovering Work:

- 12.9 If any work is covered contrary to the written request of **Engineer**, it must, if requested by **Engineer**, be uncovered for **Engineer's** inspection and replaced at **Contractor's** expense.
- 12.10 If **Engineer** considers it necessary or advisable that covered Work be inspected by **Engineer** or inspected or tested by others, **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, furnishing all necessary labor, material and equipment.
- 12.10.1 If it is found that such Work is Defective, **Contractor** shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing, and of satisfactory reconstruction, including but not limited to fees and charges of engineers, architects, attorneys and other professionals, any additional expenses incurred by **Department** due to delays to others performing work under a separate contract with **Department**, and other contractual obligations, **Contractor** shall further bear the responsibility for keeping the Work on schedule and shall not be entitled to any extension of Contract Time or recovery of any delay damages due to the uncovering.
- 12.10.2 If, however, such Work is not found to be Defective, **Contractor** shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction pursuant to Articles 9, 10 and 11.
- 12.10.3 When covered Work is uncovered and found to be Defective, all direct, indirect and consequential costs as established in paragraph 12.10.1 shall be paid by **Contractor**. In the event that **Contractor** fails to pay such costs within thirty days after receipt of an invoice from **Department**, a Change Order or Proposed Change Order may be issued incorporating the unpaid amount as an appropriate reduction in the Contract Price, and if the parties are unable to agree as to the amount thereof, the **Contractor** may make a claim therefore as provided in Articles 9 and 10 of the General Conditions.

Department May Stop the Work:

- 12.11 If the Work is defective, or **Contractor** fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, **Department** may order **Contractor** to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of **Department** to stop the Work shall not give rise to any duty on the part of **Department** to exercise this right for the benefit of **Contractor** or any other party.
- 12.11.1 **Contractor** shall bear all direct, indirect and consequential costs of such order to **Contractor** to stop Work including but not limited to fees and charges of engineers, architects, attorneys and other professionals, any additional expenses incurred by **Department** due to delays to others performing work under a separate contract with **Department**, and other contractual obligations, and **Contractor** shall further bear the responsibility for maintaining schedule and shall not be entitled to any extension of contract time or recovery of any delay damages due to the order to stop Work.

- 12.11.2 In the event that **Contractor** fails to pay such costs within thirty days after receipt of an invoice from **Department**, a Change Order or Proposed Change Order may be issued incorporating the unpaid amount as an appropriate reduction in the Contract Price. If the parties are unable to agree as to the amount thereof, the **Contractor** may make a claim therefore as provided in Articles 9, 10, 11 and 15 of the General Conditions.

Correction or Removal of Defective Work:

- 12.12 If required by **Engineer**, **Contractor** shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by **Engineer**, remove it from the site and replace it with non-defective Work that conforms with the Contract Documents. **Contractor** shall bear all direct, indirect and consequential costs of such correction or removal including but not limited to fees and charges of engineers, architects, attorneys and other professionals, any additional expenses incurred by **Department** due to delays to others performing work under a separate contract with **Department**, and other contractual obligations. **Contractor** shall further bear the responsibility for keeping the Work on schedule and shall not be entitled to any extension in Contract Time or recovery of any delay damages due to the correction or removal. In the event that **Contractor** fails to pay such costs within thirty days after receipt of an invoice from **Department**, a Change Order or Proposed Change Order may be issued incorporating the unpaid amount, as an appropriate reduction in the Contract Price. If the parties are unable to agree as to the amount thereof, the **Contractor** may make a claim therefore as provided in Articles 9, 10, 11 and 15 of the General Conditions.

Acceptance of Defective Work:

- 12.13 If, instead of requiring correction or removal and replacement of defective Work, **Department** prefers to accept it, **Department** may do so. **Contractor** shall bear all direct, indirect and consequential costs attributable to **Department's** evaluation and determination to accept such Defective Work, such costs to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, any additional expenses incurred by **Department** due to delays to others performing work under a separate contract with **Department**, and other contractual obligations. **Contractor** shall further bear the responsibility for keeping the Work on schedule and shall not be entitled to any extension in Contract Time or recovery of any delay or acceleration damages due to **Department's** evaluation and determination to accept such Defective Work. If any such acceptance occurs prior to **Engineer's** recommendation of final payment, a Change Order may be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and **Department** shall be entitled to an appropriate reduction in the Contract Price. In the event that **Contractor** fails to pay such costs within thirty days after receipt of an invoice from **Department**, or if the parties are unable to agree as to the amount thereof, **Contractor** may make a claim therefore as provided in Articles 9, 10, 11 and 15 of the General Conditions. If the acceptance occurs after final payment, an appropriate amount will be refunded by **Contractor** to **Department**.

Department May Correct Defective Work:

- 12.14 If **Contractor** fails within a reasonable time after written notice of **Engineer** to proceed to correct and 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, **Department** may, after seven days' written notice to **Contractor**, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, **Department** may exclude **Contractor** from all or part of the

site, take possession of all or part of the work and suspend or terminate **Contractor's** services related thereto, take possession of **Contractor's** tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which **Department** has paid **Contractor** but which are stored elsewhere. **Contractor** shall allow **Department**, and **Department's** representatives, agents and employees such access to the site as may be necessary to enable **Department** to exercise the rights and remedies provided by this paragraph and the Contract Documents. All direct, indirect and consequential costs of **Department** in exercising such rights and remedies will be charged against **Contractor** in an amount approved as to reasonableness by **Engineer**, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and **Department** shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, **Contractor** may make a claim therefore as provided in Article 9, 10, 11 and 15. Such direct, indirect and consequential costs shall include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all costs of delay and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of **Contractor's** Defective Work. **Contractor** shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by **Department** of **Department's** rights and remedies hereunder.

ARTICLE 13 - Payments to Contractor and Completion

Schedule of Values:

- 13.1 The schedule of values established as provided in paragraph 1.4 and 1.6 of the General Conditions shall serve as the basis for progress payments. Progress payments for Unit Price Work shall be based on the number of units completed. **Department** will furnish Application for Payment forms.

Application for Progress Payment:

- 13.2 At least fourteen days before each progress payment is scheduled to be submitted to the Department, **Contractor** shall submit to **Engineer** for review an Application for Payment on forms furnished by **Department** 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 bills of sale, invoices or other documentation supporting the cost, together with documents warranting that **Department** has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (each and all of these terms are hereinafter referred to as "Liens"). Each Application for Payment shall contain a certification by **Contractor** that progress payments received from **Department** on account of the Work have been applied by **Contractor** and its Subcontractors to discharge in full all of **Contractor's** and its Subcontractors' obligations stated in the prior Application for Payment, and that **Contractor** has verified the accuracy of the progress reported to have been completed by **Contractor** or its Subcontractors in the Application for Payment. Notwithstanding any other provisions of the Contract Documents to the contrary, neither **Department** nor **Engineer** are under any duty or obligation whatsoever to any Subcontractor or Supplier to insure that payments due and owing by **Contractor** to any of them are or will be made. Such parties shall rely only on **Contractor's** surety bonds for remedy of nonpayment by **Contractor**. The amount of retainage with respect to progress payments will be as provided for by the laws of New York State.

- 13.2.1 An Application for Payment a) will not be approved if the as-built documents, including but not limited to Drawings legibly marked in accordance with Contract Documents to record actual construction, are not kept current, and b) will not be approved until the completed as-built documents, showing all variations between the Work as actually constructed and as originally shown on the Drawings and other Contract Documents, have been inspected by **Engineer**. For the purpose of this paragraph, the as-built documents will be considered current if they include all of the documents itemized in paragraph 5.19 together with any other information that supplements or changes the original Contract Documents which has been delivered or otherwise made known to **Contractor** prior to the time when Application for Payment is to be reviewed by **Engineer**.
- 13.2.2 An Application for Payment will not be approved until **Contractor** has submitted and **Engineer** has reviewed the Progress Schedule and submittals required in Contract Documents which are due prior to that Application for Payment.

Contractor's Warranty of Title:

- 13.3 **Contractor** warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether or not incorporated in the Project, shall pass to **Department** no later than the time of payment free and clear of all Liens.

Review of Applications for Progress Payment:

- 13.4 **Engineer** shall, within five days after receipt of each Application for Payment, either recommend payment in writing and present the Application to **Department** 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. After presentation of the application for payment with **Engineer's** recommendation, the amount recommended shall be paid in accordance with New York State Law upon approval of the **Department**.
- 13.5 **Department** may refuse to make payment of the full amount recommended by **Engineer** for one or more of the following reasons: claims have been made against **Department** on account of **Contractor's** performance, or furnishing of the Work, Liens have been filed in connection with the Work, there are other facts or circumstances entitling **Department** to a set-off against the amount recommended, or **Department** has determined that Work performed by **Contractor** does not conform to Contract Documents including, but not limited to, moneys payable by **Contractor** to **Department** pursuant to the requirements of Articles 5 and 12 of the General Conditions. In the event of such refusal to pay the full recommended amount, **Department** must give **Contractor** prompt written notice (with a copy to **Engineer**) stating the reasons for such action.

Substantial Completion:

- 13.6 When **Contractor** considers all or part of the Work ready for its intended use, **Contractor** shall notify **Department** and **Engineer** in writing that the Work, or specified part thereof, is substantially complete except for items specifically listed by **Contractor** as incomplete, and request that **Engineer** issue a certificate of Substantial Completion for the Work, or such specified part thereof. Within a reasonable time thereafter, not to exceed 30 days, **Department**, **Contractor** and **Engineer** shall make an inspection of the Work, or specified part thereof, to determine the status of completion. If **Engineer** or **Department** does not consider the Work, or specified part thereof, substantially complete, **Engineer** shall notify **Contractor** in writing giving the reasons therefor, after consultation with the **Department**.

If **Engineer** considers the Work, or part thereof, substantially complete, **Engineer** shall prepare and deliver to **Department** a tentative certificate of Substantial Completion for the Work, or part thereof which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment, and **Engineer's** written recommendation as to a division of responsibilities between **Department** and **Contractor** pending final payment including but not limited to security, operation, safety, maintenance, heat, utilities, insurance and warranties. **Department** shall have seven days after receipt of the tentative certificate with attachments during which to make written objection to **Engineer** as to any provisions of the referenced submittals and to direct a revision of the tentative certificate. Unless **Department** and **Contractor** agree otherwise in writing and so inform **Engineer** or **Department** directs the revision of the certificate of Substantial Completion for the Work, or specified part thereof, **Engineer's** recommendation will be binding on **Contractor** until final payment.

- 13.7 **Department** shall have the right to exclude **Contractor** from the Work, or part thereof, after the date of Substantial Completion for the Work, but **Department** shall allow **Contractor** reasonable access to complete or correct items on the tentative list.

Partial Utilization:

- 13.8 **Department** may use any finished part of the Work which has specifically been identified in the Contract Documents, or which **Department**, **Engineer**, and **Contractor** agree constitutes a separately functioning and usable part of the Work that can be used by **Department** without significant interference with **Contractor's** performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

13.8.1 **Department** at any time may direct **Contractor** in writing to permit **Department** to use any such part of the Work which **Department** believes to be ready for its intended use and substantially complete. **Contractor** may certify to **Department** and **Engineer** that said part of the Work is substantially complete and request **Engineer** to issue certificate of Substantial Completion for that part of the Work. Within a reasonable time after such direction, **Department**, **Contractor** and **Engineer** shall make an inspection of that part of the Work to determine its status of completion. If **Engineer** does not determine that part of the Work to be substantially complete, **Engineer** will notify **Department** and **Contractor** in writing giving the reasons therefor. The provisions of paragraphs 13.6 and 13.7 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.

13.8.2 **Department** may at any time direct **Contractor** in writing to permit **Department** to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to **Engineer** and within a reasonable time thereafter **Department**, **Contractor** and **Engineer** shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If **Contractor** does not object in writing to **Department** and **Engineer** that such part of the Work is not ready for separate operation by **Department**, **Engineer** shall submit to **Department** a list of items to be completed or corrected together with a written recommendation as to a division of responsibilities between **Department** and **Contractor**, including but not limited to security, operation, safety, maintenance, utilities, insurance and warranties pending final payment for such Work. **Department** shall have seven days to make written objection to **Engineer's** list and recommended division of responsibilities to direct a revision thereof. Such directed revision or otherwise objected list and recommended division of responsibilities, shall become binding

upon **Department** and **Contractor** at the time when **Department** takes over such operation unless they shall have agreed otherwise in writing. During such operation and prior to Substantial Completion of such part of the Work, **Department** shall allow **Contractor** reasonable access to complete or correct items on said list and to complete other related Work.

Final Inspection:

- 13.9 Upon written notice from **Contractor** that the entire Work or an agreed portion thereof is complete, **Engineer** will make a final inspection with **Department** and **Contractor** and will notify **Contractor** in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. **Contractor** shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

- 13.10 After **Contractor** has completed all corrections to the satisfaction of **Engineer** and **Department** and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 5.19) and other documents - all as required by the Contract Documents, and after **Engineer** has indicated that the Work is acceptable (subject to the provisions of paragraph 13.12), **Contractor** may make application for final payment following the procedures for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers satisfactory to **Department** of all Liens arising out of or filed in connection with the Work. In lieu thereof and as provided for by the laws of New York State and approved by **Department**, **Contractor** may furnish receipts or releases in full and an affidavit of **Contractor** that such receipts and releases include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which **Department** or **Department's** property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, **Contractor** may furnish a Bond or other collateral satisfactory to **Department** to indemnify **Department** against any Lien.

Final Payment and Acceptance:

- 13.11 If, on the basis of **Engineer's** inspection of the work during construction and final inspection, and **Engineer's** review of the final application for payment and accompanying documentation, **Engineer** has determined that the work has been completed in substantial conformance with the contract documents and **Contractor's** other obligations under the contract documents have been fulfilled, **Engineer** will, within ten days after receipt of the final application for payment, indicate in writing **Engineer's** recommendation of payment and present the application to **Department** for payment along with a certificate that the work was completed in substantial conformance with the contract documents. Thereupon **Engineer** will give written notice to **Department** and **Contractor** that the work is acceptable subject to the provisions of paragraph 13.13. Otherwise, **Engineer** will return the application 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. After presentation to **Department** of the application and accompanying documentation, in appropriate form and substance, and with **Engineer's** recommendation and certification of substantial conformance with the Contract Documents, final payment will be paid by **Department** to **Contractor** in accordance with New York State Law. If **Department** believes deficiencies exist, it will so notify **Engineer** and **Contractor** in writing.

- 13.12 If, through no fault of **Contractor**, final completion of the Work is significantly delayed and if **Engineer** so confirms, **Department** shall, upon receipt of **Contractor's** final Application for Payment and recommendation of **Engineer**, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted.

Waiver of Claims:

- 13.13 The making and acceptance of final payment will constitute:

- 13.13.1 A waiver of all claims by **Department** against **Contractor**, except claims arising from unsettled Liens, from Defective Work appearing after final inspection pursuant to paragraph 13.11 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by **Department** of any claims or rights with respect to **Contractor's** continuing obligations under the Contract Documents; and
- 13.13.2 A waiver of all claims by **Contractor** against **Department** other than those previously made in writing and still unsettled.

ARTICLE 14 - Suspension of Work and Termination

Department May Suspend Work:

- 14.1 **Department** may for its convenience, order **Contractor** in writing at any time to suspend the Work or any portion thereof for such a period of time as **Department** may determine to be appropriate. A suspension of Work order will fix the date on which the Work, or portion thereof, will be resumed. **Contractor** shall resume the Work, or portion thereof, on the date so fixed.
- 14.1.1 If the performance of the Work or portion thereof is suspended for a period of time which exceeds the Total Float available in the approved Progress Schedule for the portion or portions controlling the Work affected by a suspension of Work order pursuant to paragraph 14.1, or by an act of **Department** or **Engineer** in the administration of the Contract, or by **Department's** or **Engineer's** failure to act within the applicable latest dates substantiated in the approved Progress Schedule, **Contractor** will be allowed an increase in Contract Price or an extension in Contract Time, or both, necessarily caused by such suspension which extends the applicable latest dates in the approved Progress Schedule. However, no adjustment will be made under this paragraph of the General Conditions for any suspension to the extent: 1) that performance would have been so suspended by any other cause, including the fault and negligence of **Contractor**, or 2) for which an adjustment is provided, limited as to extent, or excluded under any other provision of the Contract Documents.
- 14.1.2 **Contractor** shall deliver to **Engineer** a written Proposed Change Order including at a minimum, justification for the request within seven days or earlier if so required elsewhere in the Contract Documents, of the act or failure to act which **Contractor** believes gives rise to an adjustment in Contract Price or Contract Time pursuant to paragraph 14.1.1. Failure by **Contractor** to comply with the time requirements for delivery of written Proposed Change Orders will be considered to be a waiver by **Contractor** of any request for adjustment or claim for an increase in Contract Price or Contract Time for the period of time during which the Proposed Change Order has not been submitted.

- 14.1.3 **Contractor's** proposal with all supporting data shall be delivered within 15 days of such notice or within twenty-two days of such occurrence, whichever is later, unless **Department** allows an additional period of time to obtain more accurate data. **Contractor** shall prove that additional costs and delays were necessarily incurred which meet the criteria set forth in Articles 9, 10 and 11 of the General Conditions, despite **Contractor's** reasonable, prudent, and diligent efforts to prevent such costs or delays.
- 14.2 In addition to the provisions of Appendix B, if **Department** stops Work in accordance with Article 12.10 of the General Conditions or suspends **Contractor's** services in accordance with article 12.11, or suspends the work or any portion thereof because of **Contractor's** failure to prosecute the work and to protect persons and property, **Contractor** shall not be entitled to an extension of Contract Time or an increase in Contract Price.

Department May Terminate:

- 14.3 **Department** may terminate for cause upon the occurrence of any one or more of the following events:
- 14.3.1 If **Contractor** commences a voluntary case under any chapter of the Bankruptcy Code, as now or hereafter in effect, or if **Contractor** takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
- 14.3.2 If a petition is filed against **Contractor** under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against **Contractor** under any other federal or state law in effect at the time relating to bankruptcy or insolvency;
- 14.3.3 If **Contractor** makes a general assignment for the benefit of creditors;
- 14.3.4 If a trustee, receiver, custodian or agent of **Contractor** is appointed under applicable law or under contract, whose appointment or authority to take charge of property of **Contractor** is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of **Contractor's** creditors;
- 14.3.5 If **Contractor** admits in writing an inability to pay its debts generally as they become due;
- 14.3.6 If **Contractor** fails 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 established under paragraph 1.6 as revised from time to time or failure to submit an updated schedule as required by paragraph 5.6;
- 14.3.7 If **Contractor** disregards Laws or Regulations of any public body having jurisdiction;
- 14.3.8 If **Contractor** disregards the authority of **Engineer**;
- 14.3.9 If **Contractor** filed certification in accordance with New York State Finance Law §139-k which was intentionally false or intentionally incomplete; or
- 14.3.10 If **Contractor** otherwise violates in any substantial way any provision of the Contract Documents;

Department may, after giving **Contractor** and its surety seven days written notice and to the extent permitted by Federal and New York State Law, terminate the services of **Contractor**, exclude **Contractor** from the site and take possession of the Work and of all **Contractor's** tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by **Contractor** without liability to **Contractor** for trespass or conversion, incorporate in the work all materials and equipment stored at the site or for which **Department** has paid **Contractor** but which are stored elsewhere, and finish the Work as **Department** may deem expedient. In such case **Contractor** shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs, such excess will be paid to **Contractor**. If such costs exceed such unpaid balance, **Contractor** shall pay the difference to **Department**. Such costs incurred by **Department** will be approved as to reasonableness by **Engineer** and incorporated in a Change Order or Proposed Change Order.

- 14.4 Where **Contractor's** services have been so terminated by **Department**, the termination shall not affect any rights or remedies of **Department** against **Contractor** then existing or which may thereafter accrue. Any retention or payment or moneys due **Contractor** by **Department** will not release **Contractor** from liability.
- 14.5 Upon seven days written notice to **Contractor** and **Engineer**, **Department** may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, **Contractor** shall be paid for all Work accepted by **Department**.

Contractor May Stop Work or Terminate:

- 14.6 If, through no act or fault of **Contractor**, **Engineer** fails to act on any Application for Payment within thirty days after it is submitted, or **Department** fails for one hundred and twenty days to pay **Contractor** any sum finally determined to be due by **Department**, then **Contractor** may, upon seven days' written notice to **Department** and **Engineer**, terminate the Agreement and recover from **Department** payment for all Work accepted by **Department**. In lieu of terminating the Agreement, if **Engineer** has failed to act on an Application for Payment or **Department** has failed to make any payment as aforesaid, **Contractor** may upon seven days' written notice to **Department** and **Engineer** stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve **Contractor** of the obligations under paragraph 5.30 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with **Department**.

ARTICLE 15 - Disputes

Giving Notice:

- 15.1 All claims, counterclaims, disputes and other matters in question between **Department** and **Contractor**, arising out of or relating to the Contract Documents or the breach thereof (hereafter referred to as claims) except for claims which have been waived by the making or acceptance of final payment as provided in paragraph 13.11, shall be resolved under this Article.

- 15.1.1 A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under this Article. Such a submission may be converted to a claim under this Article by complying with the requirements of this Article, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- 15.2 A claim by **Contractor** shall be made in writing and submitted to **Department** for evaluation with a copy to **Engineer**.
- 15.3 A written demand or written assertion by **Contractor** seeking the payment of money exceeding \$10,000 is not a claim under this Article until certified as required below. For claims exceeding \$10,000 **Contractor** shall submit with the claim a certification that:
- 15.3.1 The claim is made in good faith,
- 15.3.2 Supporting Cost and Pricing Data are current, accurate, and complete to the best of the **Contractor's** knowledge and belief, and
- 15.3.3 The amount of the claim accurately reflects the adjustments in Contract Price or Contract Time which **Department** has agreed to or for which **Contractor** believes **Department** is liable.
- 15.4 The **Contractor's** certification shall be executed by **Contractor's** Authorized Representative specified in the Contract Documents.
- 15.5 For claims of \$10,000 or less, **Department** shall render a decision if requested in writing by **Contractor**. For **Contractor** certified claims over \$10,000, **Department** shall decide the claim or notify **Contractor** of the date by which the decision will be made.
- 15.6 **Department's** decision shall be final unless **Contractor** initiates legal action within 120 days of **Department's** final decision.
- 15.7 **Contractor** shall proceed diligently with performance of Work under this Contract, and comply with any decision of **Engineer** or **Department** pending final resolution of any request for relief, claim, appeal, or action arising under the Contract.
- 15.8 **Contractor** agrees that all claims shall be subject to resolution pursuant to **Department** procedures as described in the Disputes article of the Agreement.

ARTICLE 16 - Miscellaneous

Notice and Service:

- 16.1 All notices, demands, requests, instructions, approvals and claims shall be in writing.
- 16.1.1 Any notice to or demand upon **Contractor** shall be deemed sufficient if delivered to **Contractor's** representative at the site or if delivered to the individual proprietor if **Contractor** is an individual, to a partner if **Contractor** is a partnership or to an officer of the corporation if **Contractor** is a corporation, at the office of **Contractor** specified in the Contract Documents, or if deposited in the United States mail in a sealed, postage prepaid envelope, addressed to the principal office of **Contractor** listed in the Agreement, or if delivered with charges prepaid to any telegraph company for transmission, in each case

addressed to the office of **Contractor** specified in the Contract Documents or faxed to the number provided in the Contract Documents and followed by written notice.

- 16.1.2 All notices or other papers required to be delivered by **Contractor** to **Department**, or to any of its representatives shall, unless otherwise specified in writing to **Contractor**, be delivered to **Department** at the office specified in the Contract Documents. Any other notice or demand upon **Department** shall be deemed sufficient if delivered to such office, or if deposited in the United States mail in a sealed, postage prepaid envelope, or if delivered, with the charges prepaid to any telegraph company for transmission, in each case addressed to such office or to such other representative of **Department** or to such other address as **Department** may subsequently specify in writing to **Contractor** for such purpose, or faxed to the number provided in the Contract Documents and followed by written notice.
- 16.1.3 Any written notice or other communication to **Contractor's** Surety or Sureties shall be delivered or mailed to the home office of the Surety or Sureties, or to the agent or agents who executed the Bonds on behalf of the Surety or Sureties.
- 16.1.4 Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery, or, in the case of mailing or of telegrams, at the time of actual receipt thereof.

Computation of Time:

- 16.2 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last calendar day of such period. If the last calendar day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the State of New York, such day will be omitted from the computation. This does not apply to contract completion time as set forth in Article 6 of the Agreement.

General:

- 16.3 Should **Department** or **Contractor** suffer injury or damage to person or property because of an act or omission to act of the other party, its employees or agents or others for whose acts the other party is legally liable, a Claim may be made therefore, in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.
- 16.4 The duties and obligations imposed by these General Conditions and the rights and remedies available to the parties hereunder, including but not limited to the warranties, guarantees and obligations imposed upon **Contractor** by Contract Documents and all of the rights and remedies available to **Department** thereunder, 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 New York State Laws, by special warranty or guarantee or by other provisions of the Contract Documents. The provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of the Agreement.
- 16.5 The obligation of **Contractor** to maintain the Work, or any part thereof, until the completion of the Correction Period shall survive final payment and termination or completion of the Agreement.

No Waiver of Legal Rights:

- 16.6.1 Inspection by **Engineer** or by any of its duly authorized representatives, any measurement or report by **Engineer**, any order by **Department** for the payment of money, any payment for or acceptance or possession of any Work or any extension in Contract Time or any possession taken by **Department** shall not operate as a waiver of any provision of the Contract Documents, or any power therein preserved to **Department**, or of any right to damages therein provided. Any Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach.
- 16.6.2 **Department** reserves the right to correct any error that may be discovered in any estimate that may have been paid, and to adjust the same to meet the requirements of the Contract Documents. **Department** further reserves the right, should proof of Defective Work on the part of **Contractor** be discovered after the final payment has been made, to claim, and recover by process of law, such sums as may be sufficient to correct the error, or make good the defects in the Work.
- 16.6.3 Any waiver of any provision of the Contract Documents shall be specific, shall apply only to the particular item or matter concerned and shall not apply to other similar or dissimilar items or matters.

Affidavit and Release of Lien:

- 16.7.1 When the Work has been completed, **Contractor** shall execute a final release of Lien and an Affidavit declaring that all bills have been paid in full, and that the requirements of the New York State Labor Law have been complied with.
- 16.7.2 These documents will be furnished to **Department** on the forms included with the Contract Documents.
- 16.7.3 **Contractor** shall be responsible for obtaining and submitting these forms to **Department** for all subcontractors involved in the Work.

Recovery Rights Subsequent to Final Payment:

- 16.8 **Department** reserves the right, should an error be discovered in an Application for Payment or should proof of Defective Work or materials used by or on the part of **Contractor** be discovered after the final payment has been made, to claim and recover from **Contractor** or his Surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work and materials.

General Guarantee:

- 16.9 Neither the final acceptance, nor final payment by **Department**, nor any provision of the Contract Documents, nor partial or entire use of the Work by **Department**, shall constitute an acceptance of Work not done in accordance with the Contract Documents or relieve **Contractor** of liability in respect to any express warranties or responsibility for faulty materials or workmanship. **Contractor** guarantees the remedy of all Defective Work and payment for all damage to other Work, persons or property resulting therefrom which shall occur within one year from the date of final acceptance unless a longer period is required by Contract Documents, by Law, or by standard practice. **Department** will give

notice of observed Defective Work with reasonable promptness. **Contractor** shall ensure that its Surety shall be bound with and for **Contractor** in the faithful observance of this General Guarantee.

Audit; Access to Records:

- 16.10.1 In addition to the rights of access set forth in Appendix A, if **Contractor** has submitted Cost and Pricing Data in connection with the pricing of any Change Order, Proposed Change Order or Claim related to this Contract, **Department** and **Engineer** or any of their duly authorized representatives shall have the right to examine and audit all books, ledgers, records, and documents pertinent to all Cost and Pricing data available and relied upon by **Contractor** including but not limited to that used by **Contractor** in the determination of its Bid for the Work, in order to evaluate the accuracy, completeness, and currency of the Cost or Pricing data.
- 16.10.2 **Contractor** shall make available at **Contractor's** office at all reasonable times the materials described in paragraph 16.10.1 above, for examination, audit, or reproduction, until 6 years after final payment under this Contract.
 - 16.10.2.1 If this Contract is completely or partially terminated, the records relating to the Work terminated shall be made available for 6 years after any resulting final termination settlement.
 - 16.10.2.2 Records pertaining to appeals under Article 15 of Section 8, "General Conditions," to litigation or the settlement of claims arising under or relating to the performance of this Contract shall be made available until disposition of such appeals, litigation, or claims.
- 16.10.3 A provision stating that all the requirements of this Article of Section 8, "General Conditions" are applicable to Subcontracts under this Contract exceeding \$50,000 in value shall be inserted by **Contractor** in all such subcontracts.

Price Reduction for Defective Cost or Pricing Data:

- 16.11.1 This provision shall become operative only for any Change Order, or Proposed Change Order or claim settlement under this Contract involving aggregate increases and/or decreases in costs, plus applicable profits, of more than \$10,000; except that this provision shall not apply to any amendment to the Contract for which the price of the Work involved in the amendment is:
 - 16.11.1.1 Based on adequate price competition;
 - 16.11.1.2 Based on established catalog or market prices of commercial items sold in substantial quantities to the general public, or
 - 16.11.1.3 Set by New York State law.

- 16.11.2 If any price, including profit, negotiated in connection with any Change Order, Proposed Change Order or claim settlement under this provision, was increased because: 1) **Contractor** or a Subcontractor, Supplier, other person or organization furnished Cost and Pricing Data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data; 2) a designated or prospective Subcontractor, Supplier, other person or organization furnished **Contractor** Cost and Pricing Data that were not complete, accurate, and current as certified in the **Contractor's** Certificate of Current Cost and Pricing Data; or 3) any of these parties furnished data of any description that were not accurate, the price shall be changed accordingly and the Contract shall be adjusted to reflect the change. This right to a change in Contract Price is limited to that resulting from defects in data relating to amendments to the Contract for which this provision becomes operative under paragraph 16.11.1 above.
- 16.11.3 Any decrease in Contract Price under paragraph 16.11.2 above due to defective data from a designated or prospective Subcontractor, Supplier, other person or organization that was not subsequently awarded the Subcontract or purchase order shall be limited to the amount, plus applicable overhead and profit markup, by which 1) the actual Subcontract or purchase order or 2) the actual cost to **Contractor**, if there was no Subcontract or purchase order, was less than the prospective Subcontract or purchase order, cost estimate submitted by **Contractor**; provided, that the actual Subcontract or purchase order price was not itself affected by defective cost or Pricing data.
- 16.11.4 Before awarding any Subcontract or purchase order which exceeds or can be reasonably expected to exceed \$150,000 when entered into, or pricing any Change Order or Proposed Change Order or claim settlement involving a pricing adjustment expected to exceed \$10,000, **Contractor** shall require the Subcontractor, Supplier, other person or organization to submit Cost or Pricing data (actually or by specific identification in writing), unless the price is:
- 16.11.4.1 Based on adequate price competition;
- 16.11.4.2 Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or
- 16.11.4.3 Set by New York State law.
- 16.11.5 **Contractor** shall require such Subcontractor, Supplier, other person or organization to certify in the form prescribed in the Contract Documents, that to best of its knowledge and belief, the data submitted under paragraph 16.11.4 is accurate, complete, and current as of the date of agreement on the negotiated price of the Subcontract, purchase order, Change Order, Proposed Change Order, or claim settlement affecting the Subcontract.
- 16.11.6 **Contractor** shall make the provisions of this Article applicable to all Subcontracts or purchase orders that exceed or can be reasonably expected to exceed \$150,000.

No Waiver:

- 16.12.1 The rights and remedies set forth in the Contract Documents are not exclusive and are in addition to any other rights and remedies provided by law or equity. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by New York State law.
- 16.12.2 No act or omission by **Department** or **Contractor** shall constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor shall any such act or omission constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Comparable or Equivalent Terms:

- 16.13.1 **Contractor** warrants, represents and guarantees that all of the prices, terms, warranties and benefits granted to **Department** under the Contract are comparable to or better than the equivalent terms, prices, warranties and benefits offered to any other existing customer for similar Work.
- 16.13.2 In addition to the other remedies available, **Department** may demand repayment for any excess payment, plus interest thereon, for failure of **Contractor** to comply with paragraph 16.13.1.

Unlawful Provisions Deemed Stricken:

- 16.14.1 If the Contract Documents contain any unlawful provisions, such unlawful provisions shall be of no effect. Any provision determined to be unlawful by a court of competent jurisdiction, shall be deemed stricken from the Contract Documents without affecting the validity of the remaining provisions of the Contract Documents.

All legal Provisions Included:

- 16.15.1 All provisions of Law required to be included in the Contract Documents shall be and are inserted herein. If through mistake, neglect, oversight or otherwise, any such provision has not been included or included in improper form, upon the application of either party, the Contract Documents shall be amended in writing at no increase in Contract Price nor extension in Contract Time, so as to comply with the Law.

No Estoppel:

- 16.16 **Department** or any officer, employee, servant or agent thereof, shall not be estopped, bound or precluded by any determination, return, decision, approval, order, letter, payment or certificate made or given by **Engineer** or any other officer, employee, servant or agent of **Department**, at any time, either before or after final completion and acceptance of the Work and payment therefor:
 - 16.16.1 From showing the true and correct amount, classification, quality, and character of the Work completed and materials furnished by **Contractor** or any other person under the Contract, or from showing at any time that any determination, return, decision, approval, order, letter, payment, or certificate is untrue and incorrect, or improperly made in any particular, or that

the Work or the materials or any part thereof, do not in fact conform to the Contract Documents; or,

- 16.16.2 From demanding the recovery of any overpayments made to **Contractor**, or such damages as **Department** may sustain by reason of failure to perform each and every term, provision or condition of the Contract in accordance with its terms.

Prohibited Interests:

- 16.17 No official of **Department** who is authorized in such capacity on behalf of **Department** to negotiate, make, accept or approve or to take part in the negotiating, making or approving any architectural, engineering, inspection, construction or material supply contract or any Subcontractor in connection with the Work or the Project of which the Work is a part, shall be knowingly permitted by **Contractor** to become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer or project representative of or for **Department** who is authorized in such capacity and in behalf of **Department** to exercise any executive, supervisory or other similar function in connection with the Work or the Project of which the Work is a part shall be knowingly permitted by **Contractor** to become directly interested personally in this Contract or in any part thereof.

No Third Party Beneficiary:

- 16.18 Contractor acknowledges and agrees that it is not a third party beneficiary to any other agreement between the **Department** and any third party and/or any work product prepared or work performed for the **Department** by any third party, including but not limited to the contract between and/or work or work product performed by the **Engineer**; that nothing in the bid documents or the contract document shall be construed so as to give the contractor any legal or equitable claim, right or remedy against any other party with whom the **Department** has contracted, including but not limited to the **Engineer**; that nothing in any separate agreement between **Department** and any third party, including but not limited to the **Engineer** shall be construed to give the contractor any legal or equitable claim, right or remedy against such third party; rather such agreements are acknowledged and agreed to be intended to be for the sole exclusive benefit of the parties thereto. Contractor further acknowledges and agrees that its sole rights and remedies in connection with its bidding and performance of the work to be performed by it under the bid documents and contract documents are limited to such rights and remedies as are provided under the bid documents and contract documents. Further, contractor acknowledges and agrees that no claim against any third party, including but not limited to the **Engineer**, which is in separate contractual privity with the **Department**, shall arise out of such contractor's or the **Engineer's** performance of services for the **Department** pursuant to such separate contract.

Nothing herein shall release or waive any direct claim which the **Department** may have against any such separate contractor, including the **Engineer**, pursuant to the terms of the **Department's** contract with such third party.

Should any direct claim be brought by contractor against any third party in separate direct contractual relationship with the **Department**, contractor agrees to reimburse to the **Department** and to such separate contractor, including **Engineer**, their reasonable and necessary costs, including legal fees, incurred in the defense of such claim or claims.

SECTION IX

Supplementary Conditions

None

SECTION X

Standard Specifications

00001	Progress Schedule
00002	Concrete
00003	Minimum Requirements for Health and Safety

SECTION X - Standard Specifications

SPEC 00001 *Progress Schedule*

Table of Contents

	<u>Page</u>
1. TERMS AND DEFINITIONS.....	00001-1
2. REQUIREMENTS INCLUDED.....	00001-2
3. BAR CHART DESCRIPTION.	00001-2
4. CRITICAL PATH METHOD (CPM) DESCRIPTION.....	00001-3
5. PROGRESS SCHEDULE SUBMITTALS FOR CPM SCHEDULES.	00001-4
6. QUALITY ASSURANCE OF PROGRESS SCHEDULE.	00001-4
7. REFERENCES FOR CPM SCHEDULES.....	00001-6
8. REVIEW OF PROGRESS SCHEDULE SUBMITTALS.....	00001-7
9. DELAYS AND RECOVERY.....	00001-8
10. EARLY-COMPLETION PROGRESS SCHEDULES.	00001-9
11. CASH ALLOWANCE - SCHEDULING SUBCONTRACTOR.	00001-9
12. TIME ALLOWANCE REQUIREMENTS FOR DOCUMENT REVIEW AND OTHER ACTIVITIES.....	00001-10
13. MEASUREMENT AND PAYMENTS.....	00001-10
14. COMPLIANCE.....	00001-10
15. ACCEPTABLE CPM DIAGRAMS.	00001-11
16. ACCEPTABLE ACTIVITY SCHEDULE DATA FOR CPM DIAGRAMS.	00001-11
17. ACCEPTABLE ACTIVITY VALUE AND SHOP DRAWING DATA.	00001-11
18. ACCEPTABLE SCHEDULING SOFTWARE.....	00001-12
19. ACCEPTABLE PROGRESS SCHEDULE NARRATIVES.	00001-13
20. ACCEPTABLE CONTRACTOR'S COST DATA.	00001-14

SECTION X

Standard Specifications

SPEC 00001

Progress Schedule

1) *Terms and Definitions*

The terms listed below (or pronouns in place of them) have the following intent and meanings which are applicable to both the singular and plural thereof.

- a) **Activity** - A part of the Work identified in the Progress Schedule, assigned a description, duration, certain codes, and other related Shop Drawing data, and Cost and Pricing data, and evaluated to start and finish in accordance with Early and Late Schedules.
- b) **Activity, Critical** - An Activity is considered to be Critical when it is evaluated to have the minimum value of Total Float Time available in the Progress Schedule.
- c) **Activity, Value** - That portion of the contract Price which represents a fair value for the part of the Work identified by that Activity.
- d) **As-Built Schedule** - Term used to denote record schedule drawings and data substantiating how the Work was performed as to timing, sequencing and rate of progress.
- e) **Bar Chart Diagram** - A graphical representation of how the Work is to be performed as shown by timing each activity between a single choice of anticipated start and finish dates.
- f) **Critical Path** - The sequence of Critical Activities from the Date for Commencement of the Contract Time, or Contract Times, to Substantial Completion of the Work, or part thereof.
- g) **Critical Path Method Diagram** - A graphical representation of how the Work is to be performed as represented by the sequencing and timing of the Activities. A CPM Diagram shall either follow an "arrow" (I-J) format, wherein the start of an Activity is dependent upon the finish of preceding Activities, or a "precedence" format, wherein either the start or finish of an Activity is dependent upon either the start or finish of preceding Activities.
- h) **Dummy restraints** - Activities not identifying a part of the Work, and used to preserve proper logic sequencing, avoid duplicate Activity numbering, to enforce Work Sequences indicated in or required by the Contract Documents, or to achieve other preferential sequencing chosen by **Contractor**.
- I) **Duration (Activity)** - Estimated or required time of performance for the part of the Work

represented by that Activity.

- j) **Free Float** - Working days by which an Activity may be delayed from its Early Schedule, without delaying any other Activities from their Early Schedules.
 - k) **Contract Float** - Working days between the date(s) for Substantial Completion shown for the Work, or part thereof, in **Contractor's** anticipated Early Schedule, and the corresponding Contract Time or Contract Times.
 - l) **Total Float** - Working days between the Early Schedule and the Late Schedule for an Activity by which that Activity may be delayed without necessarily extending the Contract time, or Contract Times.
 - m) **Early Schedule (Late Schedule)** - The proposed Early Dates (Late Dates) of performance for the parts of the Work represented by the Activities. The Early dates are predicated on proceeding with the Work, or part thereof, exactly on the date when the Contract Time, or applicable Contract Time, commences to run; and the Late dates are based on achieving Substantial Completion of the Work, or part thereof, exactly on the Contract Time, or applicable Contract Times.
 - n) **Percent Complete** - That portion of an Activity which when multiplied by the Activity Value will yield a fair proportion of the Contract Price for that part of the Work completed.
 - o) **Preferential Logic** - **Contractor's** approach to sequencing of the Work over and above those sequences indicated in or required by the Contract Documents. Examples include equipment restraints, crew movements, form reuse, special logic (lead/lag) restraints, etc. factored into the Progress Schedule instead of disclosing the associated Float Times.
- 2) **Requirements Included**
- a) Pursuant to the requirements of the Contract Documents, **Contractor** shall prepare and submit, finalize, and periodically adjust the Progress Schedule as required herein.
 - b) This Section of the Specifications requires **Contractor** to plan, manage, schedule and execute the Work in accordance with a Progress Schedule meeting the requirements of the Contract Documents; that **Contractor's** Progress Schedule stay current with **Contractor's** approach to performing Work remaining; that the Progress Schedule, when approved, be jointly used by **Owner**, **Engineer** and **Contractor** to substantiate or mitigate the impact of delays and Change Orders; and that **Contractor** prepare record schedule drawings and data showing how the Work is being performed as to sequencing, timing, and rate of progress.
- 3) **Bar Chart Description**
- a) A Bar Chart Diagram does not show express logic ties, nor does it compute Early or Late Dates as defined above. Although a Bar Chart Diagram may show Contract Float time, it does not disclose Activity Total Float values.

- b) Total Float and Contract Float are not for the exclusive benefit of **Owner, Engineer, Contractor**, or others, but is time available to all parties as needed for the Contract as a whole. Such Float times shall be shared between **Owner, Engineer, Contractor** and others to absorb delays which could not be mitigated by any other reasonable means.
- c) Activity representative quantities, Activity Value, Activity Percent Complete data, Activity Value of Work performed, and the applicable Value of significant subcomponents. The sum of all Activity Values shall equal the corresponding Contract Price for the Work. The sum of all Activity Values for Work performed divided by the Contract Price shall equal the Percent Complete for the Work.

4) ***Critical Path Method (CPM) Description***

- a) The Progress Schedule shall be based on the Critical Path Method (CPM) of planning and scheduling, and prepared, finalized, and revised in accordance with the principles, definitions and terms described hereafter and those standards of the industry for CPM scheduling which are not in conflict with this Specification.
- b) CPM Diagrams shall show in detail the priority, sequencing and interdependence of Activities, and the sequence in which the Work is to be accomplished to: a) to comply with the Contract Time(s), named allowances, and those sequences of Work indicated in or required by the Contract Documents; b) to anticipate foreseeable events that may in any manner affect cost, progress, schedule, performance, and furnishing of the Work; and c) to reflect the means, methods, techniques, sequences, and procedures of construction anticipated by **Contractor**, subject to the limitations on Float sequestering set forth by this Specification.
- c) Total Float and contract Float are not for the exclusive benefit of **Owner, Engineer, Contractor, OR OTHERS**, but is time available to all parties as needed for the Contract as a whole. Such Float Times shall be shared between **Owner, Engineer, Contractor** and others to absorb delays which could not be mitigated by any other reasonable means. Use of Float Time shown in the approved progress Schedule for interim milestones or Contract Times will be available to **Owner**, if required to effect proper interfacing between work performed.
- d) Use of float suppression techniques such as preferential sequencing, special lead/lag logic restraints, extended Activity times, imposed Activity dates, scheduling items of Work required for Final Completion as though they were prerequisites to Substantial Completion, and others, and 2) use of Float time disclosed or implied by the use of alternate Float suppression techniques will be allowed, provided: a) that **Contractor** not engage in Float manipulations which have the net effect of "sequestering" Float, that is to reduce unilaterally otherwise available Float Time by more than 50 percent; and b) that **Contractor** agrees that in order to mitigate the impact of delays to the Work, or parts thereof, adjustment or removal of such Float suppression techniques will be a prerequisite to consideration of any requests for compensation for delay or acceleration or for extensions in Contract Time.
- e) The finalized Schedule of Values will be acceptable to **Engineer** as to form and substance, and will serve as the basis for progress payments.

- f) The finalized Schedule of Shop Drawing submissions will be acceptable to **Engineer** as providing a workable arrangement for processing the submissions.

5) ***Progress Schedule Submittals for CPM Schedules***

- a) All CPM Diagrams, Schedule of Values, Schedule of Shop Drawing submissions, associated computer reports, and narratives submitted by **Contractor** shall be consistent with the requirements of this Specification.
- b) The "Preliminary" submittal set shall consist of:
 - 1) A CPM Diagram and associated Schedule of Values and a supporting narrative.
 - 2) A User Manual for the scheduling software to be used by **Contractor** for the purposes of computation of the Progress Schedule.
- c) The "Interim" submittals shall consists of the interim CPM Diagram and associated Schedule of Values and Schedule of Shop Drawings submissions and a supporting narrative.
- d) The "Detailed" submittal set shall consist of:
 - 1) The Detailed CPM Diagram, and the reports associated with the Schedule of Values, and Schedule of Shop Drawing submissions, and a supporting narrative.
 - 2) The five associated Activity reports described in paragraph 18.A sorted by each of the first four sequencing criteria described in paragraph 18.D.
- e) "Status" submittal sets shall consist of "mark-up" versions of the current Detailed CPM Diagram, Schedule of Values, and Schedule of Shop Drawings, together with a supporting narrative.
- f) "Update" submittal sets shall consist of revised Detailed CPM Diagrams, Schedule of Values and Schedule of Shop Drawings, the six associated computer reports, a detailed **Contractor's** Cost report, and a supporting narrative.
- g) The "Contract Completion" submittal set shall consist of the Detailed Contract Completion Schedule, and associated computer reports.
- h) The "As-Built" submittal set shall consist of the As-Built CPM Diagram, and a "Schedule Reconciliation" report.

6) ***Quality Assurance of Progress Schedule***

- a) **Engineer** will review and if acceptable, approve the Progress Schedule.
- b) In preparing a version of the Progress Schedule, pursuant to paragraph 1.6 of the General Conditions and Supplementary Conditions, it is the responsibility of **Contractor** 1) to inspect the preaward "Preliminary Progress Schedule" submitted in compliance with Article 11 of Section III of the Contract Documents, 2) to verify site conditions that may in any manner affect cost, scheduling, progress, performance and furnishing of the Work,

3) to work with each major Subcontractor, Supplier, or other relevant person or organization to obtain information on Activities, sequencing, and Activity Durations for incorporation into the Progress Schedule, and 4) to request and obtain written interpretations from **Engineer** as needed.

c) The Detailed Progress Schedule shall break down the Work into Activities in sufficient detail to identify clearly all individual parts of the Work and those factors which may in any manner affect the cost, schedule, progress, performance, and furnishing of the Work. At a minimum, the break down of the Work in the detailed Progress Schedule submittal for CPM schedules only, shall delineate the following:

- 1) Those Activities designating the date for commencement of the Contract Time, or Contract Times; those Activities leading to Substantial Completion of the Work, or parts thereof; and those Activities identifying parts of the Work to be performed or furnished leading from Substantial Completion to Final Completion.
- 2) All special Work sequences, schedule milestones, intermediate Contract Times, and named allowances set forth in the Contract Documents.
- 3) Items pertaining to securing prerequisite permits and approvals from those agencies with jurisdiction over Work to be performed under the Contract.
- 4) All items of Work involved in the preparation, submittal, review and approval of Shop Drawings and samples required by the Specifications.
- 5) Appropriate times required for the fabrication, delivery, receipt and inspection, and storage of items of materials and equipment.
- 6) Work associated with installation, erection and other field construction activities.
- 7) Items of Work required to work around existing physical conditions and Underground Facilities which are at or contiguous to the site including the time for permanent or temporary relocation of such existing physical conditions and/or underground facilities.
- 8) Items of interface which relate to the responsibilities of **Owner**, **Engineer** or other contractors performing work under separate contracts with **Owner**.
- 9) Work required to implement cut-offs or closures, power shutdowns or temporary or permanent take-down or interruptions to existing facilities or affecting the operations of **Owner**, utilities or similarly involved third-parties. Specific dates when such cut-offs, etc. are to take place shall be shown as milestone dates on the appropriate Activities.
- 10) All items of Work related to shop and field testing, associated trimout activities and specified manufacturer or supplier training required prior to placing the facilities in service, including but not limited to manufacturer or supplier installation checks; leak, disinfection and pressure tests; removal or erection of temporary components; tie-ins; flushing and chemical/mechanical cleaning operations; specified performance tests; and other necessary non-operating tasks

adjustments, cold-alignment checks, corrections, housekeeping and spare parts stocking required of **Contractor** to conform to the Pre-operational testing requirements of the Contract Documents.

- 11) All items of Work associated with the performance of the Start-Up Testing requirements of the Contract Documents, including, but not limited to, trial operation tests and operator training, performance tests under simulated and design operating conditions, emission testing, final acceptance or guarantee tests.
 - 12) Work related to the tentative list of items to be completed or corrected before and subsequent to Pre-operational, Startup Testing and Final Testing.
- d) The following limitations shall also apply to the selection and scoping of Activities for CPM schedules only:
- 1) Activity Durations shall be in working days and represent **Contractor's** best estimate of the time required for completion based on the Work included and the resources planned for that Activity. The computation of the Activity dates shall be based on a calendar recognizing the applicable holidays and the limitations on Work during hours other than the normal working hours set forth in the General Conditions and the Supplementary Conditions.
 - 2) Unless otherwise provided in the Special Progress Schedule Requirements, all Activities, except those identifying Work related to Shop Drawings and deliveries, shall span twenty working days or less, and their Values shall not exceed \$45,000. Duration requirements for Activities identifying Work related to **Engineer's** review of Shop Drawing or sample submissions are prescribed in the Special progress Schedule Requirements.
 - 3) Installation Activities shall not combine Work located in separate structures, buildings or facilities, nor Work corresponding to different Divisions of the Specifications. Submittal and associated delivery Activities shall identify each submittal required by the Sections of the specifications. Activities identifying Work in connection with Pre-Operational or Start-up Testing shall not combine Work pertaining to the different Division within the specifications.
 - 4) Reference is made to Article 1.11 of this specification for the identification of allowances and their incorporation into the Progress Schedule.
 - 5) Items that qualify as (a) on-site stored materials, fixtures and equipment and (b) undelivered equipment, shall be separately identified on the Progress Schedule.

7) ***References for CPM Schedules***

- a) The text "Precedence and Arrow Networking Techniques for Construction," by R.B. Harris (Wiley, 1978), provides principles, definitions and terms common to CPM arrow and precedence diagrams, and schedule computations therefrom.
- b) The provisions of this Section are binding on **Contractor** in the event of a conflict between the Standard Specifications and this Specification.

8) ***Review of Progress Schedule Submittals***

- a) **Engineer's** and **Owner's** review of **Contractor's** Progress Schedule submittals will be only for conformance with the Contract Time(s), those sequences of Work indicated in or required by the Contract Documents, the Float sharing concepts established in the Contract Documents, and for compliance with the requirements of this Specification and the information given in the Contract Documents. **Engineer's** and **Owner's** review, comments and exceptions taken, if any, shall not extend to, nor constitute directions nor approval of, the means, methods, techniques, sequences, or procedures of construction or safety precautions, the correctness of which shall be the sole responsibility of **Contractor**.
- b) **Engineer's** and **Owner's** review of progress schedule submittals will be predicated on a **Contractor's** stamp of approval signed off by **Contractor**. **Contractor's** stamp of approval on Progress Schedule submittals shall constitute a representation to **Owner** that **Contractor** has either determined or verified all data on the Progress Schedule submittal, or assumes full responsibility for doing so, and that **Contractor** and his Subcontractors, Suppliers or other persons or organizations have reviewed and coordinated the sequences shown in the Progress Schedule with the requirements of the Work under the Contract Documents.
- c) **Engineer's** and **Owner's** review will not be intended to be for the purpose of determining the accuracy of other matters that may be contained in the submittals. When the review of a Progress Schedule results in a number of comments or exceptions taken, **Engineer** and **Owner** does not warrant that these comments are inclusive of all variations, as it shall remain the responsibility of **Contractor** to meet the requirements of the contract documents and to identify expressly any proposed variations.
- d) **Engineer's** and **Owner's** review of progress schedule submittals shall not relieve **contractor** from responsibility for any variations from the requirements of the Contract Documents unless **Contractor** has in writing, by means of a specific notice, called **Engineer's** attention to each variation, and **Engineer** has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Progress Schedule submittal.
- e) **Engineer's** approval of Progress Schedule submittals will not relieve **Contractor** from responsibility for errors and omissions in the submittals or from responsibility for having complied with the provisions of General Conditions and Supplementary Conditions. Approval of a Progress Schedule with undisclosed variations or errors such as omitted Work or erroneous sequences will not relieve **Contractor** from completing the omitted or impacted Work within the applicable Contract Time(s).
- f) Progress Schedules that include Activities with negative Float Times, or Activities scheduled beyond the applicable Contract Time(s), will not be approved until a specific Change Order or Proposed Change Order authorizing appropriate changes to the impacted Contract Time(s) is agreed upon between **Owner** and **Contractor**.
- g) When reviewed by **Engineer** and **Owner**, each progress schedule submittal will be returned stamped as either "approved," "approved as noted," "resubmit with revisions," or "disapproved." Submittals stamped as "approved" or "approved as noted" will indicate approval thereof, subject to the limitations set forth, and will be considered to

represent the approved progress schedule as of the date in the approval stamp until an updated progress schedule is submitted by **Contractor** and approved by **Owner** and **Engineer**.

- h) If **Contractor** believes that **Engineer's** approval of a progress schedule justifies an increase or decrease in contract price or an extension or shortening in contract time, **Contractor** shall be required to deliver a proposed change order thereof to **Engineer** in accordance with the provisions of article 9 of the general conditions. If **Owner** and **Contractor** are unable to agree as to amount and extent thereof, a claim may be made pursuant to Articles 10 and 11 of the General Conditions.
- I) Costs associated with **Engineer's** and **Owner's** review and return of a progress schedule submission after the **Engineer's** second time review shall be borne by **Contractor**. **Owner's** charges to **Contractor** for additional reviews will be equal to **Engineer's** charges to **Owner** under the terms of **Engineer's** agreement with **Owner**. In the event **Contractor** fails to pay such costs within 30 days after receipt of an invoice from **Owner**, a change order or proposed change order will be issued incorporating the unpaid amount, and **Owner** will be entitled to an appropriate decrease in Contract Price.
- j) No partial submittals will be reviewed. Submittals not complete will be returned to **Contractor** for resubmittal.

9) ***Delays and Recovery***

- a) Reference is made to the General Conditions and the Supplementary Conditions for Contract requirements related to delays, conditions warranting extensions in Contract Time(s), and conditions applicable to reimbursement for delay costs.
- b) Whenever **Contractor** fails to complete an activity within its late date on the approved progress schedule, **Contractor** shall, within five days or with the next application for payment, whichever comes earlier, submit a written statement to **Engineer** describing the cause for the slippage in the Activity and the actions being considered by **Contractor** to recover the time lost and to prevent or mitigate any derived slippage beyond the applicable Contract Time(s).
- c) A written schedule recovery statement shall include, but not be limited to, such actions as overlapping of dependent Activities, sequencing changes to accommodate increased Activity concurrency, assignment of additional labor or equipment, shift or overtime Work, expediting of submittals or deliveries, or any combination of the foregoing.
- d) If **Contractor** refuses, fails or neglects to submit a required written schedule recovery statement, **Owner** may, at its option, withhold additional retainage pursuant to the Contract Documents and/or initiate default termination proceedings in accordance with Contract Documents or request **Engineer** to identify and to order alternate recovery actions on the basis of the information in the current Progress Schedule. If **Contractor** believes that a written order to recover schedule from **Engineer** justifies an increase in Contract Price or an extension in Contract Time, **Contractor** shall be required to deliver a written request thereof in accordance with the provisions of Article 9 of the General Conditions. If **Owner** and **Contractor** are unable to agree as to responsibility for the slippage in the schedule or the amount and extent thereof, a claim may be made pursuant to Articles 10 and 11 of the General Conditions.

10) ***Early-Completion Progress Schedules***

- a) Progress Schedules anticipating achievement of Substantial Completion ahead of the corresponding Contract Time(s), and disclosing appropriate Contract Float Time(s) for the Work, or parts thereof, shall be considered equivalent or equal to Progress Schedules anticipating Substantial Completion exactly on the Contract Time(s). In accordance with requirements of the Contract Documents, the contract Float Time in these equivalent or equal Progress Schedules will be available to **Owner, Engineer, Contractor** and others to absorb delays to the Work as a whole which cannot be mitigated by any other means.
- b) Progress Schedules anticipating achievement of Substantial Completion ahead of the corresponding Contract Time(s), but with zero Contract Float as opposed to positive Contract Float, will be returned as either "Approved as Noted," "Resubmit with Revisions," or "Disapproved." Submittals stamped as "Approved as Noted" will indicate **Engineer's** approval thereof, subject to the limitations set forth, including **Engineer's** computation of the appropriate Contract Float implied by the anticipated early completion.
- c) If upon approval (or approval as noted) by **Engineer** of a Progress Schedule with disclosed or implied Contract Float Time, **Contractor** disputes the availability of Contract Float and proposes that compensation for delay shall be measured from the anticipated early completion date(s) as opposed to the corresponding Contract Time(s), **Contractor** agrees and understands that said proposal will represent a request to **Owner** that the approved Progress Schedule be evaluated as a substitute Progress Schedule for the purposes of changing the Contract Time(s) to those supported by the **Contractor's** early-completion Progress Schedule. Evaluation of that substitution will be in accordance with the requirements of paragraphs 5.7.1, 5.7.2 and 5.7.3 of the General conditions, and will require additional supporting data that explains and substantiates the basis of the anticipated Early Schedules. Such supporting data shall consist of: 1) notice of any scheduled Work during hours other than normal work hours, 2) information related to rates of production including pertinent quantities, crew sizes, man-day requirements, major items of equipment, etc., for Critical and other significant Activities, 3) express or implied contingency allowances figured in for Activities for such factors as weather, delays, activities of **Owner AND Engineer** to respond to reports of differing site conditions, and other relevant factors. Acceptance of that substitution will be evidenced by a Change Order shortening the Contract Time, or Contract Times accordingly, but maintaining the Contract Price and the provisions for liquidated and actual damages set forth in the Agreement.

11) ***Cash Allowance - Scheduling Subcontractor***

- a) It is understood that **Contractor** has included in the Contract Price the allowance stipulated in the Bid Form so named in the Contract Documents and shall cause the Work so covered to be done by the Scheduling Subcontractor and for such sums within the allowance as maybe acceptable to **Owner** and **Engineer**.
- b) It is also understood that **Contractor** has included in the Contract Price sufficient funds to cover all costs in excess of the allowance in connection with Work to be done by the Scheduling Subcontractor.

- c) **Contractor's** costs for administering the performance of Work by the Scheduling Subcontractor, for participating in the preparation of the required progress Schedule submittals, for overhead, profit and other expenses contemplated for the allowance have been included in the Contract Price for the Work and not in the allowance for the Scheduling Subcontractor. No demand for additional payment on account of any costs thereof will be valid.

12) ***Time Allowance Requirements for Document Review and Other Activities***

- a) **Contractor** shall make allowances for time required for a) document review and approval of submittals of Shop Drawings and samples specified in this Specification, b) the requirements for anticipated repeat submissions for particular items of materials or equipment, and c) the requirements for anticipated or required time intervals for the performance of specific parts of the Work by **Contractor**.
- b) **Contractor** shall make allowances for time required by a) those other activities indicated in or required by the contract Documents which are the responsibility of **Owner** or **Engineer**, b) the potential time requirements of **Owner** and **Engineer** to investigate instances of potential differing site conditions, and c) those other named time allowances required by the Contract Documents.
- c) It is understood that **Contractor** has included in the Contract Price the effect of accommodating all of these time allowances and requirements in the planning, scheduling and execution of the Work; that **Contractor's** Progress Schedule will incorporate Activities and sequences contemplated by the time allowances based on the information indicated in or required by the Contract Documents; and that **Contractor** shall cause the Work or requirements covered by such time allowances to be done within the limits of the Contract Time(s).

13) ***Measurement and Payments***

- a) All costs in connection with these requirements, including the Work to be performed by the Scheduling Subcontractor, shall be borne by **Contractor**. Payments made to **Contractor** under the allowance for the Scheduling Subcontractor provided for in paragraph 11.A shall be disbursed in their entirety to the Scheduling Subcontractor.
- b) Payments for Work performed under this Section of the Specifications will be made pursuant to Article 9 of the Agreement. Payment for Work performed shall be in accordance with the schedule of payments in the Special Progress Schedule Requirements.

14) ***Compliance***

- a) If **Contractor** refuses, fails or neglects to provide the required Progress Schedules or related schedule, Pricing and cost data, Shop Drawing data, or schedule recovery data, he will be deemed not to have provided sufficient information to **Engineer** upon which progress can be evaluated, and **Engineer** may refuse to recommend the whole or part of any outstanding payment if, in the **Engineer's** opinion, it would be incorrect to make such representations to **Owner**. Further, and pursuant to the Article 14 of the General Conditions, **Owner** may refuse to make payment of those amounts recommended by **Engineer** because of **Contractor's** failure or refusal to provide the required Progress Schedule and related submittal data.

15) ***Acceptable CPM Diagrams***

- a) Interim and Detailed CPM Diagrams shall be based on an arrow or precedence diagram format, and sequenced by the separate structures, facilities, buildings or site areas.
- b) CPM Diagrams shall be allotted on a time-scaled calendar and expressly identify: 1) the Contract Times, 2) the approach taken to comply with the Work Sequence conditions, 3) the Critical Path(s), and 4) all Activities. Activities shall be shown on their Early Schedule, and their total Float Times noted beside them.
- c) CPM Diagrams shall include title blocks identifying the name and location of the Project, Contract designation, names of **Owner, Engineer, Contractor** and Scheduling Subcontractor, Progress Schedule issue number and date, and sheet title. Diagram sheets shall be dimensioned as the full-size Contract Drawings, be neat and legible and submitted on a medium suitable for reproduction. Connections between Activities on different sheets shall be shown on the different sheets of the CPM Diagrams to allow a complete schedule document.

16) ***Acceptable Activity Schedule Data for CPM Diagrams***

- a) Activity schedule information shall, at a minimum, include the following data:
 - 1) Activity identified, i.e., I-J numbers in arrow format, or alphanumeric numbers in precedence format, such that not more than one Activity, dummy, or restraint may have the same identifier.
 - 2) Activity Description for each Activity, dummy or preferential restraint shall fully convey the scope of the Work included.
 - 3) Special Activity codes designating: a) location of the Work, e.g., site areas, elevations, etc., b) Work breakdown, e.g., process, trade, performing organization, c) responsibility, e.g., **Contractor, Owner**, Subcontractors, etc., d) as-awarded from amended (added or deleted by a Change Order or Proposed Change Order) items of Work.
 - 4) Activity labor requirements, based on a proportionate share of the (direct) labor manhours and quantities in the associated items from the Contract Price Breakdown developed pursuant to the requirements of the Supplementary Conditions.
 - 5) The use of start or finish restraint dates must be annotated as to the basis for the chosen restraints.

17) ***Acceptable Activity Value and Shop Drawing Data***

- a) Activity data pertaining to the Schedule of Values shall at a minimum include the following for each Activity:
 - 1) Activity code and description as on the CPM Diagram.

- 2) Activity representative quantities, Activity Value, Activity Percent Complete data, Activity Value of Work performed, and the applicable Value of significant subcomponents. The sum of all Activity Values shall equal the corresponding Contract Price for the Work. The sum of all Activity Values for Work performed divided by the Contract Price shall equal the Percent Complete for the Work.
 - 3) Activity Values shall breakdown Value for anticipated stored materials from Value for Work installed, as applicable.
 - 4) Cost of equipment or materials to be incorporated in the Work shall be assigned to the appropriate fabrication and delivery Activities.
- b) Activity data pertaining to the Schedule of Shop Drawing submissions shall at a minimum include the following for each Activity:
- 1) Activity code and description as on the CPM Diagram.
 - 2) A list of specific submissions, Specification Section, Contract Drawing sheet numbers, and applicable submission dates.
- c) The Schedule of Values and the Schedule of Shop Drawing submissions shall be provided on forms acceptable to **Engineer**.

18) ***Acceptable Scheduling Software***

- a) **Contractor's** evaluation of the CPM Diagrams shall be based on scheduling software meeting the data management, computational, and reporting requirements of this Specification. Activity reports provided by the scheduling software selected shall, at a minimum, display the following data for each Activity, dummy, or restraint:
- 1) Activity identifier, activity description, activity duration, activity man-days, computed or restrained Early Start date, computed Early Finish date, computed Late Start date, computed or restrained Late Finish date, Total Float and Free Float, Activity Value, Percent Complete, Activity Value for Work performed, and associated Activity list items (e.g., Shop Drawing submissions).
 - 2) Dates shall be in calendar form. Contract Times representing Substantial Completion requirements shall be set as restrained Late Finish Dates where applicable; Contract Times representing Commencement of Work conditions shall be shown as restrained Early Start Dates as applicable. Contract Float times shall be computed and shown pursuant to the definition in Attachment A.
- b) If the CPM Diagram is based on the precedence format, an additional computer report tabulating the sequences on the Diagram shall be provided showing: a) each Activity together with a listing of all of its preceding and succeeding Activities, and b) the relationship type, lead/lag types, and lead/lag times between each Activity and each of its preceding and succeeding Activities.
- c) The scheduling software shall have the capability of sorting out computer reports by the special Activity codes designated in 17(a) above.

- d) The scheduling software shall have the capability of sequencing computer reports by:
 - 1) Activity identifier, in order of ascending I-J number.
 - 2) Activity identifier, in order of descending J-I number.
 - 3) Total Float, in order of ascending Total Float values, and by ascending Early Start Dates, or by ascending I-J numbers, or by descending J-I numbers, within the same Total Float values.
 - 4) Early Start dates in chronological order of Early Start dates, and by ascending I-J numbers within the same Early Start Dates.
 - 5) Late Finish dates, in chronological order of Late Finish Dates and by descending J-I numbers within the same Late Finish Dates.
 - 6) Change Order or Proposed Change Order No.
- e) In addition to the ability to process the required Activity data, the scheduling software shall offer the following features: a) the capability of accepting and processing schedules with actual start and actual finish dates for the Activities; b) processing of CPM schedules with negative Total Float values; c) printing or plotting of rate of progress data, such as labor utilization and payment curves; d) the ability of drawing CPM Diagrams using plottergraphics.

19) ***Acceptable Progress Schedule Narratives***

- a) A narrative shall include sufficient information to substantiate the basis of the data used to develop that Progress Schedule submittal, and detail:
 - 1) The status of the Progress Schedule in terms of number of days ahead or behind the Contract Time, or Contract Times.
 - 2) The progress status (i.e., progress achieved vs. that forecasted) for a) Activities designating accomplishment of Substantial Completion, b) Critical and other significant Activities, c) Work related to achieving milestones set forth by the Work Sequences indicated in or required by the Contract Documents, d) long-lead delivery items of material or equipment.
 - 3) The assumptions made in incorporating Work related to pending or authorized Change Orders and Proposed change Orders.
 - 4) Actual or potential delays, including causes, the steps taken or anticipated to mitigate their impact, and the anticipated effect on the Progress Schedule as a whole.
 - 5) Schedule recovery statement describing actions under consideration by **Contractor** to recover from a negative float or overrun in Late Finish Date condition.

- 6) Any significant changes in Progress Schedule sequences, and their basis thereof. Significant sequencing changes shall be those affecting Critical Activities, or causing a substantial reduction or increase in the Total Float Times available.
- 7) **Owner** and **Engineer** Activities which become due over the next two months on account of **Contractor's** requirements for performing Work which follows such **Owner** and **Engineer** Activities.
- 8) Rate of progress or "momentum" curves showing: a) the anticipated levels of labor utilization, e.g., man-days per week, and b) the anticipated level of payments for Work to be performed, all in accordance with the Activity time frames supported by the Early and Late Dates in the Progress Schedule.
- 9) Other information relevant to or of concern in the planning, scheduling and execution of Work over the next two months.
- 10) **Contractor's** responses to **Engineer's** comments raised in the review of the previous Progress Schedule submittal.
- 11) Actions taken to address schedule noncompliance issues which have negated **Engineer's** approval of a previous Progress Schedule submittal.

20) ***Acceptable Contractor's Cost Data***

- a) Cost data for inclusion in the **Contractor's** Cost reports required with each Progress Schedule Update submittal shall detail Contract financial and budget data available to and customarily relied upon by **Contractor** to monitor financial and cost performance.
- b) Acceptable financial and cost data for each cost account used by **Contractor** to apportion the contract Price to separable parts of the Work shall include:
 - 1) Account number and description.
 - 2) Account estimate data, identifying labor, material and equipment, and Subcontract costs for that account is included in the **Contractor's** Bid estimate, together with the sum increase or decrease in associated authorized Change Orders or Proposed Change Orders, and those sums anticipated by proposed Change Orders in negotiation or claims pending resolution.
 - 3) Current labor, material and equipment, and Subcontract cost data for the account; percent complete for the Work designated by that account; and **Contractor's** current forecast of the cost to complete Work designated by the account.

*** END OF SECTION ***

SECTION X - Standard Specifications

SPEC 00002

Concrete

Table of Contents

1.	GENERAL.....	00002-1
1.1	Scope of Work.....	00002-1
1.2	Submittals.....	00002-1
1.3	Quality Assurance.....	00002-1
2.	PRODUCTS.....	00002-2
2.1	Cast-In-Place Concrete.....	00002-2
2.2	Precast Concrete Units.....	00002-3
3.	EXECUTION.....	00002-3
3.1	Concrete Placement.....	00002-3
3.2	Cold Weather Placing.....	00002-3
3.3	Monolithic Slab Finish.....	00002-4
3.4	Concrete Curing and Protection.....	00002-4
3.5	Concrete Floor Sealer.....	00002-4

SECTION X - Standard Specifications

SPEC 00002 Concrete

1) General

1.1 Scope of Work

- a) The Contractor shall furnish all labor, materials, equipment, and incidentals needed for the cast-in-place and/or precast concrete required by the Contract Documents and as herein specified.

1.2 Submittals

- a) Cast-in-place concrete.
 - 1) Name and location of batch plant.
 - 2) Design mix.
 - 3) Shop drawings indicating placement of all reinforcing inserts, location of joints, sealing of joints, etc.
 - 4) Submittal on grating and frame.
- b) Precast concrete
 - 1) Name and location of precaster.
 - 2) Submittals of precast units.
 - 3) Certifications of design for loading.
 - 4) Submittal on manhole frame and cover.

1.3 Quality Assurance

- a) Codes and Standards
 - 1) Comply with the provisions of the following codes and standards, except as otherwise shown or specified:
 - a) ACI 301 - "Specifications for Structural Concrete for Buildings."
 - b) ACI 318 - "Building Code Requirements for Reinforced Concrete."
 - c) CRSI - "Manual of Standard Practice."

d) ACI 305 - "Recommended Practice for Hot Weather Concreting."

2) Where provisions of the above codes and standards are in conflict with the building code in force for the project, the more stringent code shall apply.

2) ***Products***

2.1 **Cast-In-Place Concrete**

a) Portland Cement - ASTM C 150, Type III.

b) Aggregates - ASTM C 33

1) Fine aggregates - clean, sharp, natural sand free of dune sand, bank run sand, manufactured sand, loam, clay, etc.

2) Coarse aggregate - clean processed natural limestone free of all foreign matter.

c) Water - clean, fresh, free of all oils, acids organics, etc.

d) Admixtures.

1) Air-Entraining - ASTM C 260.

2) Water-Reducing - ASTM C 494.

3) Floor sealer - Sonoglaze is manufactured by Sonneborn Building Products or similar product by Master Builders.

e) Concrete Qualifiers.

1) Concrete mix shall be DOT Class E.

2) Strength - 4,000 psi at twenty-eight (28) days with maximum water-cement ratio of 0.45.

3) Air content - 6 percent.

4) Slump limits - 3-4 inch.

f) Reinforcing

1) Bars - ASTM A615, Grade 40.

2) Welded Wire Fabric - ASTM A185.

g) Frame and Grating - (Reteculine)

1) The frames, gratings, and appurtenances shall be fabricated from steel conforming to ASTM A36.

- 2) All parts shall be galvanized according to the requirements of the NYSDOT 719-01 type 1.
- 3) Grating shall be provided with lock down bolt anchors.
- h) Waterstops
 - 1) Waterstops to be 6" PVC dumbbell style, made of virgin raw materials.
 - 2) Waterstops shall be #747 as manufactured by Greenstreak, #8046 as manufactured by Vulcan Metal Products, Inc., or equal.

2.2 **Precast Concrete Units**

- a) Precast concrete units shall be of sizes shown and built in accordance with ASTM standards C913-89. Units to be designated to withstand H-20 loading.
- b) Manhole cover and frame shall conform to NYSDOT Standard 715-05, Class No. 30. Units shall be supplied with lock down device.

3) ***Execution***

3.1 **Concrete Placement**

- a) General - Place concrete in compliance with the practices and recommendations of ACI-304, and herein specified.
- b) Deposit and consolidate concrete slabs in a continuous operation, within the limits of construction joints, until the placing of a panel or section is complete. In the event that the slab is placed in two sections, the sections shall have continuous waterstops.
- c) Consolidate concrete during placing operations using mechanical vibrating equipment, so that concrete is thoroughly worked around reinforcing and other embedded items and into corners.
- d) Bring slab surfaces to the correct level with a straight edge strike off. Use bull floats or darbies to smooth the surface, leaving it free of humps or hollows.

3.2 **Cold Weather Placing**

- a) Protect all concrete work from physical damage or reduced strength which could be caused by frost, freezing actions, or low temperatures.
- b) When air temperature has fallen to or is expected to fall below 40° F, uniformly heat all water and aggregate before mixing, to obtain a mixture temperature of not less than 50° F and not more than 80° F at point of placement.
- c) Do not use calcium chloride, salt, and other materials containing antifreeze agents or chemical accelerators.

3.3 **Monolithic Slab Finish**

- a) Begin float finishing when surface water has disappeared or when concrete has stiffened sufficiently to permit the operation of a power-driven float. Check surface plane to a tolerance not to exceed 1/4 inch in 10 feet, with uniform slopes to drains.
- b) Begin the final toweling when the surface produces a ringing sound as the trowel is moved over the surface.

3.4 **Concrete Curing and Protection**

- a) Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- b) Weather permitting, keep placed concrete continuously moist for not less than 72 hours.

3.5 **Concrete Floor Sealer**

- a) Concrete slab shall be fully cured, cleaned, and etched.
- b) Apply sealer as recommended by manufacturer or as specified in the contract documents.

*** END OF SECTION ***

SECTION X - Standard Specifications

SPEC 00003

Minimum Requirements for Health and Safety

Table of Contents

1.	GENERAL.....	00003-1
1.01	Description.....	00003-1
1.02	Basis.....	00003-1
1.03	Health and Safety Definitions.....	00003-2
1.04	Responsibilities.....	00003-3
1.05	Health and Safety Plan.....	00003-4
1.06	Health and Safety Organization.....	00003-5
1.07	Site Description and Hazard Assessment.....	00003-7
1.08	Training.....	00003-8
1.09	Medical Surveillance.....	00003-8
1.10	Site Control.....	00003-10
1.11	Standard Operating Safety Procedures (SOSP), Engineering Controls.....	00003-12
1.12	Personal Protective Equipment.....	00003-13
1.13	Personnel Hygiene and Decontamination.....	00003-24
1.14	Equipment Decontamination.....	00003-25
1.15	Air Monitoring Program.....	00003-27
1.16	Emergency Equipment and First Aid Requirements.....	00003-31
1.17	Emergency Responses/contingency Plan and Procedures.....	00003-33
1.18	Heat Stress Monitoring.....	00003-35
1.19	Cold Stress.....	00003-36
1.20	Logs, Reports and Record Keeping.....	00003-37
1.21	Posting Regulations.....	00003-38
1.22	Community Protection Plan.....	00003-40
1.23	Confined Space Work.....	00003-42
2.	PRODUCTS.....	00003-42
3.	EXECUTION.....	00003-42

MINIMUM REQUIREMENTS FOR HEALTH AND SAFETY

1. GENERAL

1.01 Description

- A.** The **CONTRACTOR** is solely responsible and liable for the health and safety of all on-site personnel and any off-site community potentially impacted by the remediation.
- B.** This section describes the minimum health and safety requirements for this project including the requirements for the development of a written Health and Safety Plan (HASP). All on-site workers must comply with the requirements of the HASP. The **CONTRACTOR's** HASP must comply with all applicable federal and state regulations protecting human health and the environment from the hazards posed by activities during this site remediation. The HASP is a required deliverable for this project. The HASP will be reviewed by the **ENGINEER**. The **CONTRACTOR** will resubmit the HASP, addressing all review comments from the **ENGINEER**. The **CONTRACTOR** shall not initiate on-site work in contaminated areas until an acceptable HASP addressing all comments has been developed.
- C.** Consistent disregard for the provision of these health and safety specifications shall be deemed just and sufficient cause for immediate stoppage of work and/or termination of the Contract or any Subcontract without compromise or prejudice to the rights of the **DEPARTMENT** or the **ENGINEER**.
- D.** Any discrepancies between this HASP and the specifications (or OSHA requirements) shall be resolved in favor of the more stringent requirements as determined by the **ENGINEER**.

1.02 Basis

- A.** The Occupational Safety and Health Administration (OSHA) Standards and Regulations contained in Title 29, Code of Federal Regulations, Parts 1910 and 1926 (20 CFR 1910 and 1926) and subsequent additions and/or modifications, the New York State Labor Law Section 876 (Right-to-Know Law), the Standard Operating Safety Guidelines by the United States Environmental Protection Agency (EPA), Office of Emergency and Remedial Response and the Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities (NIOSH, OSHA, USCG, and EPA) provide the basis for the safety and health program. Additional specifications within this section are in addition to OSHA regulations and reflect the positions of both the EPA and the National Institute for Occupation Safety and Health (NIOSH) regarding procedures required to ensure safe operations at abandoned hazardous waste disposal sites.

- B.** The safety and health of the public and project personnel and the protection of the environment will take precedence over cost and schedule considerations for all project work. Any additional costs will be considered only after the cause for suspension of operations is addressed and work is resumed. The **ENGINEER's** on-site representative and the **CONTRACTOR's** Superintendent will be kept apprised, by the Safety Officer, of conditions which may adversely affect the safety and health of project personnel and the community. The **ENGINEER** may stop work for health and safety reasons. If work is suspended for health and/or safety reasons, it shall not resume until approval is obtained from the **ENGINEER**. The cost of work stoppage due to health and safety is the responsibility of the **CONTRACTOR** under this Contract.

1.03 Health and Safety Definitions

- A.** The following definitions shall apply to the work of this Contract:

1. Project Personnel: Project personnel include the **ENGINEER**, the **ENGINEER's** On-site Representatives, **CONTRACTOR**, Subcontractors, and Federal and State Representatives, working or having official business at the Project Site.
2. Authorized Visitor: Authorized visitors who work for the State of New York shall receive approval to enter the site from the **DEPARTMENT**. The Safety Officer has primary responsibility on determining who is qualified and may enter the site. The Site Safety Officer will only allow authorized visitors with written proof that they have been medically certified and trained in accordance with 29 CFR 1910.120 to enter the contamination reduction zone and/or exclusion area.
3. Health and Safety Coordinator (HSC): The HSC shall be a Certified Industrial Hygienist (CIH) or Certified Safety Professional (CSP) retained by the **CONTRACTOR**. The HSC will be responsible for the development and implementation of the HASP.
4. Safety Officer (SO): The SO will be the **CONTRACTOR's** on-site person who will be responsible for the day-to-day implementation and enforcement of the HASP.
5. Health and Safety Technicians (HST): The HST(s) will be the **CONTRACTOR's** on-site personnel who will assist the SO in the implementations of the HASP, in particular, with air monitoring in active work areas and maintenance of safety equipment.
6. Medical Consultant (MC): The MC is a physician retained by the **CONTRACTOR** who will be responsible for conducting physical exams as specified under the Medical Monitoring Programs in this section.
7. Project Site: The area designated on the Site Sketch, which includes the Contractor Work Area.
8. Contractor Work Area: An area of the project site including the Support Zone, access road, staging area, and Exclusion Zone.

9. Contractor Support Zone: An area of the Contractor Work Area outside the Exclusion Zone, accessible for deliveries and visitors. No persons, vehicles, or equipment may enter these areas from the Exclusion Zone without having gone through specified decontamination procedures in the adjacent Contamination Reduction Zone.
10. Staging Areas: Areas within the Exclusion Zone for the temporary staging of contaminated soil and debris.
11. Exclusion Zone: The innermost area within the Contractor Work Area that encloses the area of contamination. Protective clothing and breathing apparatus as specified in the health and safety requirements and in the **CONTRACTOR's** approved HASP must be worn.
12. Contamination Reduction Zone: An area at the Exit Point of the Exclusion Zone through which all personnel, vehicles, and equipment must enter and exit. All decontamination of vehicles and equipment and removal of personal protective clothing and breathing apparatus must take place at the boundary between the Exclusion Zone and the Contamination Reduction Zone.
13. **ENGINEER's** on-site representative: The **ENGINEER's** representative assigned responsibility and authority by the **ENGINEER** for day-to-day field surveillance duties.
14. Work: Work includes all labor, materials, and other items that are shown, described, or implied in the Contract and includes all extra and additional work and material that may be ordered by the **ENGINEER**.
15. Monitoring: The use of direct reading field instrumentation to provide information regarding the levels of gases and/or vapor, which are present during remedial action. Monitoring shall be conducted to evaluate employee exposures to toxic materials and hazardous conditions.

1.04 Responsibilities

- A.** The **ENGINEER** will be responsible for the following:
 1. Reviewing the HASP for the acceptability for its personnel and the impact on the site and human health.
 2. Reviewing modifications to the HASP.
- B.** The **CONTRACTOR** will be responsible for the following:
- C.** The **CONTRACTOR** will perform all work required by the Contract Documents in a safe and environmentally acceptable manner. The **CONTRACTOR** will provide for the safety of all project personnel and the community for the duration of the Contract.

D. The CONTRACTOR shall:

1. Employ an SO who shall be assigned full-time responsibility for all tasks herein described under this HASP. In the event the SO cannot meet his responsibilities, the **CONTRACTOR** shall be responsible for obtaining the services of an "alternate" SO meeting the minimum requirements and qualifications contained herein. No work will proceed on this project in the absence of an approved SO.
2. Ensure that all project personnel have obtained the required physical examination prior to and at the termination of work covered by the contract.
3. Be responsible for the pre-job indoctrination of all project personnel with regard to the HASP and other safety requirements to be observed during work, including but not limited to (a) potential hazards, (b) personal hygiene principles, (c) personal protection equipment, (d) respiratory protection equipment usage and fit testing, and (e) emergency procedures dealing with fire and medical situations.
4. Be responsible for the implementation of this HASP, and the Emergency Contingency and Response Plan.
5. Provide and ensure that all project personnel are properly clothed and equipped and that all equipment is kept clean and properly maintained in accordance with the manufacturer's recommendations or replaced as necessary.
6. Alert appropriate emergency services before starting any hazardous work and provide a copy of the Emergency Contingency Plan to the respective emergency services.
7. Have sole and complete responsibility of safety conditions for the project, including safety of all persons (including employees).
8. Be responsible for protecting the project personnel and the general public from hazards due to the exposure, handling, and transport of contaminated materials. Barricades, lanterns, roped-off areas, and proper signs shall be furnished in sufficient amounts and locations to safeguard the project personnel and public at all times.
9. Ensure all OSHA health and safety requirements are met.
10. Maintain a chronological log of all persons entering the project site. It will include organization, date, and time of entry and exit. Each person must sign in and out.

1.05 Health and Safety Plan

- A.** The HASP is a deliverable product of this project. The **ENGINEER** will review and comment on the **CONTRACTOR's** HASP. Agreed upon responses to all comments will be incorporated into the final copy of the HASP. The HASP shall govern all work performed for this contract. The HASP shall address, at a minimum, the following items in accordance with 29 CFR 1910.120(I)(2):

1. Health and Safety Organization.
2. Site Description and Hazard Assessment.
3. Training.
4. Medical Surveillance.
5. Work Areas.
6. Standard Operating Safety Procedures and Engineering Controls.
7. Personal Protective Equipment (PPE).
8. Personnel Hygiene and Decontamination.
9. Equipment Decontamination.
10. Air Monitoring.
11. Emergency Equipment/First Aid Requirements.
12. Emergency Response and Contingency Plan.
13. Confined-Space Entry Procedures.
14. Spill Containment Plan.
15. Heat & Cold Stress.
16. Record Keeping.
17. Community Protection Plan.

- B.** The following sections will describe the requirements of each of the above-listed elements of the HASP.

1.06 Health and Safety Organization

- A.** The **CONTRACTOR** shall list in the HASP a safety organization with specific names and responsibilities. At a minimum, the **CONTRACTOR** shall provide the services of a Health and Safety Coordinator, SO, Health and Safety Technician, and a Medical Consultant.
- B.** Health and Safety Coordinator: The **CONTRACTOR** must retain the services of a Health and Safety Coordinator (HSC). The HSC must be an American Board of Industrial Hygiene (ABIH) Certified Industrial Hygienist (CIH) or a Certified Safety Professional (CSP). The HSC must have a minimum of two years experience in hazardous waste site remediations or related industries and have a working knowledge of federal and state occupational health and safety regulations. The HSC must be familiar with air monitoring techniques and the development of health and safety programs for personnel working in potentially toxic atmospheres.

In addition to meeting the above requirements the HSC will have the following responsibilities:

1. Responsibility for the overall development and implementation of the HASP.
2. Responsibility for the initial training of on-site workers with respect to the contents of the HASP.
3. Availability during normal business hours for consultation by the Safety Officer.
4. Availability to assist the Safety Officer in follow-up training and if changes in site conditions occur.

 C. Safety Officer: The designated SO must have, at a minimum, two years of experience in the remediation of hazardous waste sites or related field experience. The SO must have formal training in health and safety and be conversant with federal and state regulations governing occupational health and safety. The SO must be certified in CPR and first aid and have experience and training in the implementation of personal protection and air monitoring programs. The SO must have "hands-on" experience with the operation and maintenance of real-time air monitoring equipment. The SO must be thoroughly knowledgeable of the operation and maintenance of air-purifying respirators (APR) and supplied-air respirators (SAR) including SCBA and airline respirators.

In addition to meeting the above qualifications, the SO will be responsible for the following minimum requirements:

1. Responsibility for the implementation, enforcement, and monitoring of the health and safety plan.
2. Responsibility for the pre-construction indoctrination and periodic training of all on-site personnel with regard to this safety plan and other safety requirements to be observed during construction, including:
 - a. Potential hazards.
 - b. Personal hygiene principles.
 - c. PPE.
 - d. Respiratory protection equipment usage and fit testing.
 - e. Emergency procedures dealing with fire and medical situations.
 - f. Conduct daily update meetings in regard to health and safety.
3. Responsibility for alerting the **ENGINEER's** on-site representative prior to the **CONTRACTOR** starting any particular hazardous work.
4. Responsibility for informing project personnel of the New York State Labor Law Section 876 (Right-to-Know Law).

5. Responsibility for the maintenance of separation of Exclusion Zone (Dirty) from the Support Zone (Clean) areas as described hereafter.

- D. Health and Safety Technicians: The Health and Safety Technician (HST) must have one year of hazardous waste site or related experience and be knowledgeable of applicable occupational health and safety regulations. The HST must be certified in CPR and first aid. The HST will be under direct supervision of the SO during on-site work. The HST must be familiar with the operations, maintenance and calibration of monitoring equipment used in this remediation. An HST will be assigned to each work crew or task in potentially hazardous areas.
- E. Medical Consultant: The **CONTRACTOR** is required to retain a Medical Consultant (MC) who is a physician, certified in occupational medicine. The physician shall have experience in the occupational health area and shall be familiar with potential site hazards of remedial action projects. The MC will also be available to provide annual physicals and to provide additional medical evaluations of personnel when necessary.

1.07 Site Description and Hazard Assessment

- A. The **CONTRACTOR** shall perform a hazard assessment to provide information to assist in selection of PPE and establish air monitoring guidelines to protect on-site personnel, the environment, and the public. The **CONTRACTOR** shall provide a general description of the site, its location, past history, previous environmental sampling results, and general background on the conditions present at the site.
1. Chemical Hazards: A qualitative evaluation of chemical hazards shall be based on the following:
 - Nature of potential contaminants;
 - Location of potential contaminants at the project site;
 - Potential for exposure during site activities; and
 - Effects of potential contaminants on human health.
 2. Biological Hazards: A qualitative evaluation of biological hazards consisting of the elements listed for chemical hazards.
 3. Physical Hazards: The **CONTRACTOR** shall assess the potential for physical hazards affecting personnel during the performance of on-site work.
- B. The **CONTRACTOR** shall develop a hazard assessment for each site task and operation established in the HASP.

1.08 Training

A. OSHA Training

1. The **CONTRACTOR** is responsible to ensure that all project personnel have been trained in accordance with OSHA 1910.120 regulations.
2. The **CONTRACTOR** shall ensure that all employees are informed of the potential hazards of toxic chemicals to the unborn child and of the risks associated with working at the project site.
3. The **CONTRACTOR** shall be responsible for, and guarantee that, personnel not successfully completing the required training are not permitted to enter the project site to perform work.

B. Safety Meetings

1. The SO will conduct daily safety meetings for each working shift that will be mandatory for all project personnel. The meetings will provide refresher courses for existing equipment and protocols, and will examine new site conditions as they are encountered.
2. Additional safety meetings will be held on an as-required basis.

- C.** Should any unforeseen or site-specific safety-related factor, hazard, or condition become evident during the performance of work at this site, the **CONTRACTOR** will bring such to the attention of the SO in writing as quickly as possible for resolution. In the interim, the **CONTRACTOR** will take prudent action to establish and maintain safe working conditions and to safeguard employees, the public, and the environment.

1.09 Medical Surveillance

- A.** The **CONTRACTOR** shall utilize the services of a Physician to provide the minimum medical examinations and surveillance specified herein. The name of the Physician and evidence of examination of all **CONTRACTOR** and Subcontractor on-site personnel shall be kept by the SO.

- B.** **CONTRACTOR** and Subcontractor project personnel involved in this project shall be provided with medical surveillance prior to onset of work. Immediately at the conclusion of this project, and at any time there is suspected excessive exposure to substances that would be medically detectable, all project personnel will be medically monitored. The costs for these medical exams, including state field representatives, (four maximum) are to be borne by the **CONTRACTOR**.

- C.** Physical examinations are required for:

1. Any and all personnel entering hazardous or transition zones or performing work that required respiratory protection.
2. All **CONTRACTOR** personnel on site who are dedicated or may be used for emergency response purposes in the Exclusion Zone.

3. **CONTRACTOR** supervisors entering hazardous or transition zones, or on site for more than 16 hours during the length of the contract.
- D. Physical examinations are not required for people making periodic deliveries provided they do not enter hazardous or transition zones.
 - E. In accordance with good medical practice, the examining Physician or other appropriate representative of the Physician shall discuss the results of such medical examination with the individual examined. Such discussion shall include an explanation of any medical condition that the Physician believes required further evaluation or treatment and any medical condition which the Physician believes would be adversely affected by such - individual's employment at the project site. A written report of such examination shall be transmitted to the individual's private physician upon written request by the individual.
 - F. The examining Physician or Physician group shall notify the SO in writing that the individual has received a medical examination and shall advise the SO as to any specific limitations upon such individual's ability to work at the project site that were identified as a result of the examination. Appropriate action shall be taken in light of the advice given pursuant to this subparagraph.
 - G. The physical examination shall also include but not be limited to the following minimum requirements:
 1. Complete blood profile;
 2. Blood chemistry to include: chloride, CO₂, potassium, sodium, BUN, glucose, globulin, total protein, albumin, calcium, cholesterol, alkaline phosphatase, triglycerides, uric acid, creatinine, total bilirubin, phosphorous, lactic dehydrogenase, SGPT, SGOT;
 3. Urine analysis;
 4. "Hands on" physical examination to include a complete evaluation of all organ systems including any follow-up appointments deemed necessary in the clinical judgement of the examining physician to monitor any chronic conditions or abnormalities;
 5. Electrocardiogram;
 6. Chest X-ray (if recommended by examining physician in accordance with good medical practice);
 7. Pulmonary function;
 8. Audiometry - To be performed by a certified technician, audiologist, or physician. The range of 500 to 8,000 hertz should be assessed.
 9. Vision screening - Use a battery (TITMUS) instrument to screen the individual's ability to see test targets well at 13 to 16 inches and at 20 feet. Tests should include an assessment of muscle balance, eye coordination, depth perception, peripheral vision, color discrimination, and tonometry.

10. Tetanus booster shot (if no inoculation has been received within the last five years); and
11. Complete medical history.

1.10 Site Control

A. Security

1. Security shall be provided and maintained by the **CONTRACTOR**.
2. The **CONTRACTOR** shall contact law enforcement officials, emergency medical care units, local fire departments and utility emergency teams to ascertain the type of response required in any emergency situation and to coordinate the responses of the various units. A standard operating procedure describing security force response to foreseeable contingencies shall be developed. The **CONTRACTOR** shall also prepare and update a list of emergency points of contact, telephone numbers, radio frequencies, and call signs to ensure dependable responses.
3. Security personnel shall record their presence while patrolling the site using a watchman's clock. The Tapes or punch cards shall be delivered to the **ENGINEER** once a week.
4. Security identification, specific to the project site, shall be provided by the **CONTRACTOR** for all project personnel entering the project site. The **CONTRACTOR** shall be responsible for and ensure that such identification shall be worn by each individual, visible at all times, while the individual is on the site. Vehicular access to the site, other than to designated parking areas, shall be restricted to authorized vehicles only.
5. Use of on-site designated parking areas shall be restricted to vehicles of the **ENGINEER**, **ENGINEER's** on-site representative, **CONTRACTOR**, subcontractor, and service personnel assigned to the site and actually on duty but may also be used on short-term basis for authorized visitors.
6. The **CONTRACTOR** shall be responsible for maintaining a log of security incidents and visitor access granted.
7. The **CONTRACTOR** shall require all personnel having access to the project site to sign-in and sign-out, and shall keep a record of all site access.
8. All approved visitors to the site shall be briefed by the SO on safety and security, provided with temporary identification and safety equipment, and escorted throughout their visit.
9. Site visitors shall not be permitted to enter the hazardous work zone unless approved by the **DEPARTMENT** with appropriate site access agreement.
10. Project sites shall be posted, "Warning Hazardous Work Area, Do Not Enter Unless Authorized," and access restricted by the use of a snow fence or equal at a minimum. Warning signs shall be posted at a minimum of every 500 feet.

B. Site Control

1. The **CONTRACTOR** shall provide the following site control procedures as a minimum:
 - A site map;
 - A map showing site work zones;
 - The use of a "buddy system"; and
 - Standard operating procedures or safe work practices.

C. Work Areas

1. The **CONTRACTOR** will clearly lay out and identify work areas in the field and will limit equipment, operations and personnel in the areas as defined below:
 - a. Exclusion Zone (EZ) - This will include all areas where potential environmental monitoring has shown or it is suspected that a potential hazard may exist to workers. The level of PPE required in these areas will be determined by the SO after air monitoring and on-site inspection has been conducted. The area will be clearly delineated from the decontamination area. As work within the hazardous zone proceeds, the delineating boundary will be relocated as necessary to prevent the accidental contamination of nearby people and equipment. The Exclusion Zone will be delineated by fencing (e.g., chain link, snow fencing, or orange plastic fencing).
 - b. Contamination Reduction Zone - This zone will occur at the interface of "Hazardous" and "Clean" areas and will provide for the transfer of equipment and materials from the Support Zone to the Exclusion Zone, the decontamination of personnel and clothing prior to entering the "Clean" area, and for the physical segregation of the "Clean" and "Hazardous" areas. This area will contain all required emergency equipment, etc. This area will be clearly delineated by fencing (e.g., chain link, snow fencing, or orange plastic fencing). It shall also delineate an area that although not contaminated at a particular time may become so at a later date.
 - c. Support Zone - This area is the remainder of the work site and project site. The Support Zone will be clearly delineated and procedures implemented to prevent active or passive contamination from the work site. The function of the Support Zone includes:
 1. An entry area for personnel, material and equipment to the Exclusion Zone of site operations through the Contamination Reduction Zone;
 2. An exit for decontamination personnel, materials and equipment from the "Decontamination" area of site operations;
 3. The housing of site special services; and
 4. A storage area for clean, safety, and work equipment.

1.11 Standard Operating Safety Procedures (SOSP), Engineering Controls

A. General SOSP

1. The **CONTRACTOR** will ensure that all safety equipment and protective clothing is kept clean and well maintained.
2. All prescription eyeglasses in use on this project will be safety glasses and will be compatible with respirators. No contact lenses shall be allowed on site.
3. All disposable or reusable gloves worn on the site will be approved by the SO.
4. During periods of prolonged respirator usage in contaminated areas, respirator filters will be changed upon breakthrough. Respirator filters will always be changed daily.
5. Footwear used on site will be covered by rubber overboots or booties when entering or working in the Exclusion Zone area or Contamination Reduction Zone. Boots or booties will be washed with water and detergents to remove dirt and contaminated sediment before leaving the Exclusion Zone or Contamination Reduction Zone.
6. All PPE used on site will be decontaminated or disposed of at the end of the work day. The SO will be responsible for ensuring decontamination of PPE before reuse.
7. All respirators will be individually assigned and not interchanged between workers without cleaning and sanitizing.
8. **CONTRACTOR**, subcontractor and service personnel unable to pass a fit test as a result of facial hair or facial configuration shall not enter or work in an area that requires respiratory protection.
9. The **CONTRACTOR** will ensure that all project personnel shall have vision or corrected vision to at least 20/40 in one eye.
10. On-site personnel found to be disregarding any provision of this plan will, at the request of the SO, be barred from the project.
11. Used disposable outerwear such as coveralls, gloves, and boots shall not be reused. Used disposable outerwear will be removed upon leaving the hazardous work zone and will be placed inside disposable containers provided for that purpose. These containers will be stored at the site at the designated staging area and the **CONTRACTOR** will be responsible for proper disposal of these materials at the completion of the project. This cost shall be borne by the **CONTRACTOR**.
12. Protective coveralls that become torn or badly soiled will be replaced immediately.
13. Eating, drinking, chewing gum or tobacco, smoking, etc., will be prohibited in the hazardous work zones and neutral zones.
14. All personnel will thoroughly cleanse their hands, face, and forearms and other exposed areas prior to eating, smoking or drinking.

15. Workers who have worked in a hazardous work zone will shower at the completion of the work day.
16. All personnel will wash their hands, face, and forearms before using toilet facilities.
17. No alcohol, firearms or drugs (without prescriptions) will be allowed on site at any time.
18. All personnel who are on medication should report it to the SO who will make a determination whether or not the individual will be allowed to work and in what capacity. The SO may require a letter from the individual's personal physician stating what limitations (if any) the medication may impose on the individual.

B. Engineering Controls - Air Emissions

1. The **CONTRACTOR** shall provide all equipment and personnel necessary to monitor and control air emissions.

1.12 Personal Protective Equipment

A. General

1. The **CONTRACTOR** shall provide all project personnel with the necessary safety equipment and protective clothing, taking into consideration the chemical wastes at the site. The **CONTRACTOR** shall supply the **ENGINEER's** on-site personnel (average two people for the project duration) with PPE as specified. The **ENGINEER** will require specific manufacturers and styles of PPE, which are detailed in the Safety Equipment Specifications portion of this section. At a minimum, the **CONTRACTOR** shall supply

all project personnel with the following:
 - a. Two (2) sets of cotton work clothing to include underwear, socks, work shirts, and work pants. Leather steel-toed work boots, and such other clothing and outer garments as required by weather conditions (e.g., insulated coveralls and winter jacket);
 - b. Sufficient disposable coveralls;
 - c. One pair splash goggles;
 - d. Chemical-resistant outer and inner gloves;
 - e. Rubber overshoes (to be washed daily);
 - f. Hard hat;
 - g. One full-face mask with appropriate canisters. The **ENGINEER** and the **DEPARTMENT** will supply their own full-face mask. The **CONTRACTOR** will supply the appropriate canisters to all on-site project personnel including the **ENGINEER** and the **DEPARTMENT**. The **CONTRACTOR** shall supply MSA canisters; and

- h. For all project personnel involved with Level B protection, a positive-pressure SCBA or in-line air. A 5-minute escape bottle must be included with the in-line air apparatus.

B. Levels of Protection

1. It is planned that Levels C and D PPE will be required in this remediation. Although Levels A and B are not planned, site conditions may be encountered that require their use. The following sections described the requirements of each level of protection.

a. Level A Protection

1. PPE:
 - a. Supplied-air respirator approved by the Mine Safety and Health Administration (MSHA) and NIOSH. Respirators may be:
 - Positive-pressure SCBA; or
 - Positive-pressure airline respirator (with escape bottle for Immediately Dangerous to Life and Health [IDLH] or potential for IDLH atmosphere).
 - b. Fully encapsulating chemical-resistant suit.
 - c. Coveralls.
 - d. Cotton long underwear.*
 - e. Gloves (inner), chemical-resistant.
 - f. Boots, chemical-resistant, steel toe and shank. (Depending on suit construction, worn over or under suit boot.)
 - g. Hard hat (under suit).*
 - h. Disposal gloves and boot covers (worn over fully encapsulating suit).
 - i. Cooling unit.*
 - j. Two-way radio communications (inherently safe).*

* Optional

2. Criteria for Selection:

Meeting any of these criteria warrants use of Level A protection:

- a. The chemical substance has been identified and requires the highest level of protection for skin, eyes, and the respiratory system based on:
 - Measures (or potential for) high concentration of atmospheric vapors, gases, or particulates, or
 - Site operations and work functions involves high potential for splash, immersion, or exposure to unexpected vapors, gases, or particulates of materials highly toxic to the skin.
- b. Substances with a high degree of hazard to the skin are known or suspected to be present, and skin contact is possible.
- c. Operations must be conducted in confined, poorly ventilated areas until the absence of substances requiring Level A protection is determined.
- d. Direct readings on field Flame Ionization Detectors (FID) or Photoionization Detectors (PID) and similar instruments indicate high levels of unidentified vapors and gases in the air.

3. Guidance on Selection:

- a. Fully encapsulating suits are primarily designed to provide a gas- or vapor-tight barrier between the wearer and atmospheric contaminants. Therefore, Level A is generally worn when high concentrations of airborne substances could severely effect the skin. Since Level A requires the use of SCBA, the eyes and respiratory system are also more protected.

Until air surveillance data become available to assist in the selection of the appropriate level of protection, the use of Level A may have to be based on indirect evidence of the potential for atmospheric contamination or other means of skin contact with severe skin affecting substances.

Conditions that may require Level A protection include:

- Confined spaces: Enclosed, confined, or poorly ventilated areas are conducive to the buildup of toxic vapors, gases, or particulates. (Explosive or oxygen-deficient atmospheres are also more probable in confined spaces). Confined-space entry does not automatically warrant wearing Level A protection, but should serve as a cue to carefully consider and to justify a lower level of protection.
- Suspected/known highly toxic substances: Various substances that are highly toxic, especially skin

absorption, for example, fuming corrosives, cyanide compounds, concentrated pesticides, Department of Transportation Poison "A" materials, suspected carcinogens, and infectious substances may be known or suspected to be involved. Field instruments may not be available to detect or quantify air concentrations of these materials. Until these substances are identified and concentrations measured, maximum protection may be necessary.

- Visible emissions: Visible air emissions from leaking containers or railroad/vehicular tank cars, as well as smoke from chemical fires and others, indicate high potential for concentrations of substances that could be extreme respiratory or skin hazards.
- Job Functions: Initial site entries are generally walk-throughs, in which instruments and visual observations are used to make a preliminary evaluation of the hazards.

In initial site entries, Level A should be worn when:

- There is a probability for exposure to high concentrations of vapors, gases, or particulates; and
- Substances are known or suspected of being extremely toxic directly to the skin or by being absorbed.

Subsequent entries are to conduct the many activities needed to reduce the environmental impact of the incident. Levels of protection for later operations are based not only on data obtained from the initial and subsequent environmental monitoring, but also on the probability of contamination and ease of decontamination.

Examples of situations where Level A has been worn are:

- Excavating of soil to sample buried drums suspected of containing high concentrations of dioxin;
- Entering a cloud of chlorine to repair a valve broken in a railroad accident;
- Handling and moving drums known to contain oleum; and
- Responding to accidents involving cyanide, arsenic, and undiluted pesticides.

- b. The fully encapsulating suit provides the highest degree of protection to skin, eyes, and respiratory system if the suit material resists chemicals during the time the suit is worn. While Level A provides maximum protection, all suit material may be rapidly permeated and degraded by certain chemicals from extremely high air concentrations, splashes, or immersion of boots or gloves in

concentrated liquids or sludges. These limitations should be recognized when specifying the type of fully encapsulating suit. Whenever possible, the suit material should be matched with the substance it is used to protect against.

b. Level B Protection

1. PPE:
 - a.. Positive-pressure SCBA (MSHA/NIOSH approved); or
 - b. Positive-pressure air line respirator (with escape bottle for IDLH or potential for IDLH atmosphere) MSHA/NIOSH approved;
 - c. Chemical-resistant clothing (overalls and long-sleeved jacket; coveralls or hooded, one- or two-piece chemical-splash suit; disposable chemical-resistant, one-piece suits);
 - d. Cotton long underwear;*
 - e. Coveralls;
 - f. Gloves (outer), chemical-resistant;
 - g. Gloves (inner), chemical-resistant;
 - h. Boots (inner), leather work shoe with steel toe and shank;
 - I. Boots (outer), chemical-resistant, (disposable);
 - j. Hard hat (face shield*);
 - k. 2-way radio communication;* and
 - l. Taping between suit and gloves, and suit and boots.

*Optional

2. Criteria for Selection:

Any one of the following conditions warrants use of Level B Protection:

- a. The type and atmospheric concentration of toxic substances have been identified and require a high level of respiratory protection, but less skin protection than Level A. These atmospheres would:
 - Have IDLH concentrations; or
 - Exceed limits of protection afforded by an air-purifying mask; or

- Contain substances for which air-purifying canisters do not exist or have low removal efficiency; or
 - Contain substances requiring air-supplied equipment, but substances and/or concentrations do not represent a serious skin hazard.
- b. The atmosphere contains less than 19.5% oxygen.
 - c. Site operations make it highly unlikely that the work being done will generate high concentrations of vapors, gases or particulates, or splashes of material that will affect the skin of personal wearing Level B protection.
 - d. Working in confined spaces.
 - e. Total atmospheric concentrations, sustained in the breathing zone, of unidentified vapors or gases range from 5 ppm above background to 500 ppm above background as measured by direct reading instruments such as the FID or PID or similar instruments, but vapors and gases are not suspected of containing high levels of chemicals toxic to skin.

3. Guidance on Selection Criteria:

Level B equipment provides a reasonable degree of protection against splashes and to lower air contaminant concentrations, but a somewhat lower level of protection to skin than Level A. The chemical-resistant clothing required in Level B is available in a wide variety of styles, materials, construction detail, permeability, etc. Taping joints between the gloves, boots and suit, and between hood and respirator reduces the possibility for splash and vapor or gas penetration. These factors all affect the degree of protection afforded. Therefore, the SO should select the most effective chemical-resistant clothing based on the known or anticipated hazards and/or job function. (It is anticipated that Level B protection will not be required under this contract.)

Level B does provide a high level of protection to the respiratory tract. Generally, if SCBA is required, Level B clothing rather than a fully encapsulating suit (Level A) is selected based on needing less protection against known or anticipated substances affecting the skin. Level B skin protection is selected by:

- a. Comparing the concentrations of known or identified substances in air with skin toxicity data;
- b. Determining the presence of substances that are destructive to or readily absorbed through the skin by liquid splashes, unexpected high levels of gases, vapor or particulates, or other means of direct contact; and

- c. Assessing the effect of the substance (at its measured air concentrations or splash potential) on the small area of the head and neck left unprotected by chemical-resistant clothing.

For initial site entry at an open site, Level B protection should protect site personnel, providing the conditions described in selecting Level A are known or judged to be absent.

c. Level C Protection

- 1. PPE
 - a.. Full-face, air-purifying, cartridge- or canister-equipped respirator (MSHA/NIOSH approved) with cartridges appropriate for the respiratory hazards;
 - b. Chemical-resistant clothing (coveralls, hooded, one-piece or two-piece chemical splash suit; chemical-resistant hood and apron; disposable chemical-resistant coveralls);
 - c. Coveralls;
 - d. Cotton long underwear;*
 - e. Gloves (outer), chemical-resistant;
 - f. Gloves (inner), chemical-resistant;
 - g. Boots (inner), leather work shoes with steel toe and shank;
 - h. Boots (outer), chemical-resistant (disposable);*
 - i. Hard hat (face shield);*
 - j. Escape SCBA of at least 5-minute duration;
 - k. 2-way radio communications (inherently safe);* and
 - l. Taping between suit and boots, and suit and gloves.

* Optional

2. Criteria for Selection

Meeting all of these criteria permits use of Level C protection:

- a. Measured air concentrations of identified substances will be reduced by the respirator to, at or below, the substance's Threshold Limit Value (TLV) or appropriate occupational exposure limit and the concentration is within the service limit of the canister.
- b. Atmospheric contaminant concentrations do not exceed IDLH levels.

- c. Atmospheric contaminants, liquid splashes, or other direct contact will not adversely affect the small area of the skin left unprotected by chemical-resistant clothing.
 - d. Job functions do not require SCBA.
 - e. Total readings register between background and 5 ppm above background as measured by instruments such as the FID or PID.
 - f. Oxygen concentrations are not less than 19.5% by volume.
 - g. Air will be monitored continuously.
3. Guidance on Selection Criteria

Level C protection is distinguished from Level B by the equipment used to protect the respiratory system, assuming the same type of chemical-resistant clothing is used. The main selection criterion for Level C is that conditions permit wearing air-purifying devices. The air-purifying device must be a full-face mask (MSHA/NIOSH approved) equipped with a cartridge suspended from the chin or on a harness. Cartridges must be able to remove the substances encountered.

A full-face, air-purifying mask can be used only if:

- a. Oxygen content of the atmosphere is at least 19.5% by volume;
- b. Substance(s) is identified and its concentrations(s) measured;
- c. Substance(s) has adequate warning properties;
- d. Individual passes a qualitative fit-test for the mask; and
- e. Appropriate cartridge is used, and its service limits concentration is not exceeded.

An air monitoring program is part of all response operations when atmospheric contamination is known or suspected. It is particularly important that the air be monitored thoroughly when personnel are wearing air-purifying respirators (Level C). Continual surveillance using direct-reading instruments and air sampling is needed to detect any changes in air quality necessitating a higher level of respiratory protection. Total unidentified vapor/gas concentrations exceeding 5 ppm above background require Level B.

d. Level D Protection

- 1. PPE:
 - a. Coveralls, chemical resistant;

- b. Gloves (outer), chemical resistant;
- c. Gloves (inner), chemical resistant;*
- d. Boots (inner), leather work shoes with steel toe and shank;
- e. Boots (outer), chemical resistant (disposable);*
- f. Hard hat;
- g. Face shield;*
- h. Safety glasses with side shields or chemical splash goggles;* and
- i. Taping between suit and boots, and suit and gloves.

* Optional

2. Criteria for Selection:

- a. No atmospheric contaminant is present.
- b. Direct reading instruments do not indicate any readings above background.
- c. Job functions have been determined not to require respirator protection.

3. Guidance on Selection Criteria:

Level D protection is distinguished from Level C protection in the requirement for respiratory protection. Level D is used for non-intrusive activities or intrusive activities with continuous air monitoring. It can be worn only in areas where there is no possibility of contact with contamination.

e. Anticipated Levels of Protection

- 1. It is anticipated that most of the work shall be performed in Level D. A respirator shall be immediately available in the event that air monitoring indicates an upgrade to Level C is required. The determination of the proper level of protection for each task shall be the responsibility of the **CONTRACTOR**. These task specific levels of protection shall be stated in the **CONTRACTOR's** HASP.

C. Safety Equipment Specifications

Note: Prior to purchasing any equipment or supplies required by this HASP, the **CONTRACTOR** shall notify the **ENGINEER** of the type, model and manufacturer/supplier of that particular safety equipment he is proposing to use or purchase for use on this project. The specifications for PPE that the **CONTRACTOR** is to supply to the **ENGINEER** and which differ from the minimum requirements shown below are provided at the end of this section.

D. Self-Contained Breathing Apparatus

1. The **CONTRACTOR** shall provide positive-pressure SCBA for possible upgrades in respiratory protection. The **CONTRACTOR** shall further supply all the SCBA for all field personnel for the duration of normal work activities. The units must be a MSHA/NIOSH-approved pressure-demand type with a 30-minute service life, manufactured/supplied by Scott, MSA, or other appropriate manufacturers. The **CONTRACTOR** shall inspect and maintain respirators in accordance with OSHA regulations (29 CFR 1910.13-4) and as recommended by the manufacturer.

E. Disposable Coveralls

1. The **CONTRACTOR** shall provide, as necessary, protective coveralls for all project personnel each day with extra sets provided for authorized visitors. The coveralls shall be of the disposable type made of Tyvek or equivalent material, and shall be manufactured/supplied by Durafab, Koppler, or other appropriate manufacturers. To protect project personnel from exposure to liquids, splash-resistant suits (Saranex suits, from appropriate manufacturers) shall be provided. Ripped suits will be immediately replaced after all necessary decontamination has been completed to the satisfaction of the SO.

F. Hard Hat

1. The **CONTRACTOR** shall provide and maintain one hard hat per person on site (authorized visitors included). The hard hats shall comply with OSHA Health and Safety Standards (29 CFR 1910.135).

G. Face Shields

1. The **CONTRACTOR** shall provide and maintain one face shield per person on site. The face shields shall be of the full face type meeting OSHA Health and Safety Standards (29 CFR 1910.133) and shall have brackets for mounting on hard hats. Hard hats and face shields shall be from the same manufacturer to ensure proper fit and shall be manufactured/supplied by Bullard, Norton, or other appropriate manufacturers.

H. Work Clothing

1. The **CONTRACTOR** shall provide a minimum of two sets of work clothing per personnel to allow for changing if contaminated. The work clothing shall include a minimum of underwear, socks, work shirts, work pants, and other clothing as weather conditions dictate. All work clothes shall be put on clean, before entering the site and shall not be kept in same lockers as the workers street clothes. All project personnel shall shower and change to street clothing prior to leaving the site. All contaminated work clothing shall be laundered on site with wash water drained to the decontamination water holding tank.

I. Escape-Type Respirator

1. The **CONTRACTOR** shall provide and maintain one self-contained breathing escape-type respirator per person working on site. The small self-contained device shall be capable of providing oxygen to the worker while protecting an escaping worker from toxic gases. The respirator shall be made by Scott, MSA, or other appropriate manufacturer. The **CONTRACTOR** shall inspect and ensure all devices are in working order before issuing to personnel. Employees must be trained to use equipment prior to being allowed to work on site and carry the escape-type respirator with them. An escape-type respirator must be provided if positive-pressure SCBA are not part of the ensemble worn by each person on site.

J. Full Face Organic Vapor Respirator

1. The **CONTRACTOR** shall provide and maintain a dedicated air-purifying organic vapor respirator per person working in hazardous work and neutral work zones. The respirator shall be of the full-face canister type with cartridges appropriate for the respiratory hazards. Respirators and cartridges shall be MSHA/NIOSH approved, manufactured/supplied by MSA, Scott, or other appropriate manufacturers. The **CONTRACTOR** shall inspect and maintain respirators and canisters in accordance with OSHA regulations (29 CFR 1910.134) and in accordance with manufacturer's instructions. The **CONTRACTOR** shall ensure that proper fit testing training and medical surveillance of respirator users is in accordance with OSHA regulations (29 CFR 1910.134).

K. Gloves (outer)

1. The **CONTRACTOR** shall supply a minimum of one pair of gloves per workman in areas where skin contact with hazardous material is possible. Work gloves shall consist of nitrile (NCR) or Neoprene material. Other gloves may be selected if required based on the potential chemical present. Cotton liners will be provided by the **CONTRACTOR** during cold weather.

L. Gloves (inner)

1. The **CONTRACTOR** shall supply Latex or equivalent surgical gloves to be worn inside the outer gloves.

M. Boots (inner)

1. The **CONTRACTOR** shall supply one pair of safety shoes or boots per workman and shall be of the safety-toe type meeting the requirements of 29 CFR 1910.136.

N. Boots (outer)

1. The **CONTRACTOR** shall provide and maintain one pair of overshoes for the on-site person entering a hazardous work area. The overshoes shall be constructed of rubber and shall be 12 inches high minimum.

PERSONAL PROTECTIVE EQUIPMENT SPECIFICATIONS				
Description	Manufacturer	Model Number	Size	Comments
Tyvek coveralls	Kappler/Abanda	1427/1428	xl/lg	NA
Saranex coveralls	Kappler/Abanda	77427/77428/77434	xl/lg	NA
Sijal acid suit	Chemtex Bata	91522-G	xl/lg	NA
Surgical gloves	Best	7005	xl/lg	NA
Neoprene gloves	Edmont	8-354	xl/lg	NA
Nitrile gloves	Granet	1711	10	NA
Butyl gloves	North	B-161	10	NA
Viton gloves	North	F-124	10/11	NA
Long gauntlet neoprene	Edmont	19-938	xl	NA
Cotton work gloves	North	Grip-N/K511M	men's	or equal
Latex booties	Rainfair	1250-Y	xl	NA
PAPR pesticide cartridges	Racal	AP-3	NA	NA
PAPR asbestos cartridges	Racal	SP-3	NA	NA
APR organic cartridges	MSA	GMC-H	NA	NA
APR asbestos cartridges	MSA	Type H	NA	NA
APR pesticide cartridges	MSA	GMP	NA	NA

1.13 Personnel Hygiene and Decontamination

A. On-Site Hygiene Facility

1. The **CONTRACTOR** shall provide a hygiene facility on site. The hygiene facility shall include the following:
 - Adequate lighting and heat;
 - Shower facilities for project personnel;
 - Laundry facilities for washing work clothes and towels;
 - Areas for changing into and out of work clothing. Work clothing should be stored separately from street clothing;
 - Clean and "dirty" locker facilities; and

- Storage area for work clothing, etc.

a. Portable "Boot Wash" Decontamination Equipment

1. The **CONTRACTOR** shall provide a portable decontamination station, commonly referred to as a "Boot Wash" facility for each hazardous work zone requiring decontamination for project personnel. These facilities shall be constructed to contain spent wash water, contain a reservoir of clean wash water, a power supply to operate a pump for the wash water, a separate entrance and exit to the decontamination platform, with the equipment being mobile, allowing easy transport from one hazardous work zone to the next. All such wash water shall be disposed of at the dewatering facility. An appropriate detergent such as trisodium phosphate shall be used.

b. Personnel Decontamination

1. The **CONTRACTOR** shall provide full decontamination facilities at all hazardous zones. Decontamination facilities must be described in detail in the HASP.

c. Disposal of Spent Clothing and Material

1. Contaminated clothing, used respirator cartridges and other disposable items will be put into drums/containers for transport and proper disposal in accordance with TSCA and RCRA requirements.
2. Containers/55-gallon capacity drums shall conform to the requirements of 40 CFR Part 178 for Transportation of Hazardous Materials. The containers/drums containing excavated and other hazardous material shall be transported by the **CONTRACTOR** to the staging area.
3. The **CONTRACTOR** is responsible for the proper container packaging, labeling, transporting, and disposal.

1.14 Equipment Decontamination

A. General

1. All equipment and material used in this project shall be thoroughly washed down in accordance with established federal and state procedures before it is removed from the project. With the exception of the excavated materials, all other contaminated debris, clothing, etc. that cannot be decontaminated shall be disposed at the **CONTRACTOR's** expense by a method permitted by appropriate regulatory agencies. The cost for this element of work shall be incorporated in the lump sum bid for mobilization/demobilization the unit prices bid for disposal of decontamination liquids or as otherwise directed on this project. All vehicles and equipment used in the "Dirty Area" will be decontaminated to the satisfaction of the SO in the decontamination area on site prior to leaving the project. The **CONTRACTOR** will certify, in writing, that each piece of equipment has been decontaminated prior to removal from the site.

2. Decontamination shall take place within the designated equipment and materials decontamination area. The decontamination shall consist of degreasing (if required), followed by high-pressure, hot-water cleaning, supplemented by detergents as appropriate. Wash units shall be portable, high-pressure with a self-contained water storage tank and pressurizing system (as required). Each unit shall be capable of heating wash waters to 180 degrees Fahrenheit and providing a nozzle pressure of 150 psi.
3. Personnel engaged in vehicle decontamination will wear protective clothing and equipment as determined in the HASP. If the **CONTRACTOR** cannot or does not satisfactorily decontaminate his tools or equipment at the completion of the project, the **CONTRACTOR** will dispose of any equipment which cannot be decontaminated satisfactorily and will bear the cost of such tools and equipment and its disposal without any liability to the **ENGINEER**. At the completion of the project the **CONTRACTOR** shall completely decontaminate and clean the decontamination area.

B. Decontamination Station

1. The **CONTRACTOR** shall construct a decontamination station as described. The decontamination station shall be located in the Contamination Reduction Zone and shall be used to clean all vehicles leaving the Exclusion Zone prior to entering the Support Zone or leaving the site.
2. Each decontamination pad will be equipped with a drain system and holding tank on a properly graded area that has no deleterious material. The **CONTRACTOR** shall obtain and analyze one soil sample at the area where the decontamination pad is to be built and one soil sample after the pad has been dismantled, as directed by the Engineer. The cost associated with the samples shall be included in the cost of providing health and safety at the site.
3. Shop drawings of the decontamination pad shall be submitted to the **ENGINEER** for approval.
4. The **CONTRACTOR** shall be responsible for the provision of an adequately equipped decontamination pad which shall meet the following requirements:
 - a. Adequate dimensions to contain wash water and debris from the largest sized vehicles to be utilized in this contract. All vehicles and construction equipment leaving a contaminated zone shall be decontaminated.
 - b. Perimeter to be curbed and provided with splash guards.
 - c. 40 mil impervious HDPE membrane is required to prevent seepage into the ground.
 - d. Sumps, pumping facilities, and temporary storage facilities to be adequate for anticipated use.
 - e. Temporary storage facility may be mobile tankers or suitable fixed tanks. Fixed tanks shall be located within secondary containment areas capable of containing 100% of the tank capacity, or 110% of the largest tank where the secondary containment area holds more than one tank. The secondary containment area shall have a permeability of not more than 1.0×10^{-7} cm/sec.

- f. The decontamination pad is to be located at the exit of each contaminated zone such that previously non-contaminated areas are not contaminated during remedial activities. This may require the construction and use of multiple decontamination pads.
 - g. The **CONTRACTOR** shall place a minimum of six (6) inches of sand under the decontamination pad.
 - h. There shall be side wall panels, six (6) feet high minimum on two sides to prevent over spray.
- C. The **CONTRACTOR** shall clean the decontamination pad after daily use. No contamination shall be left behind. The **CONTRACTOR** will be required to dismantle, remove and properly dispose of the pad at their own expense.

1.15 Air Monitoring Program

A. General

1. The **CONTRACTOR** shall develop, as part of the HASP, an air monitoring program (AMP). The purpose of the AMP is to determine that the proper level of personnel protective equipment is used, to document that the level of worker protection is adequate, and to assess the migration of contaminants to off-site receptors as a result of site work.
2. The **CONTRACTOR** shall supply all personnel, equipment, facilities, and supplies to develop and implement the air monitoring program described in this section. Equipment shall include at a minimum real-time aerosol monitors, depending on work activities and environmental conditions.
3. The **CONTRACTOR's** AMP shall include both real-time and documentation air monitoring (personal and area sampling as needed). The purpose of real-time monitoring will be to determine if an upgrade (or downgrade) of PPE is required while performing on-site work and to implement engineering controls, protocols, or emergency procedures if **CONTRACTOR**-established action levels are encountered.
4. The **CONTRACTOR** shall also use documentation monitoring to ensure that adequate PPE is being used and to determine if engineering controls are mitigating the migration of contamination to off-site receptors. Documentation monitoring shall include the collection and analysis of samples for total nuisance dust.
5. To protect the public in the neighboring residential neighborhood, the **CONTRACTOR** must include in the AMP provisions for suspending work and implementing engineering controls based upon detectable odors, as well as upon instrument monitoring results.
6. During the progress of active remedial work, the **CONTRACTOR** will monitor the quality of the air in and around each active hazardous operation with real-time instrumentation prior to personnel entering these areas. Sampling at the hazardous work site will be conducted on a continuous basis. Any departures from general background will be reported to the SO prior to entering the area. The SO will determine when and if operations should be shut down.

7. Air monitoring (both real time and documentation monitoring) shall be conducted by a minimum of one dedicated person with communication to the foreman whenever intrusive activities (such as excavation, tank removal, and soil treatment) are performed in an exclusion zone. After completion of intrusive activities involving contaminated materials and removal of the exclusion zone, air monitoring may be discontinued.
8. Air monitoring equipment will be operated by personnel trained in the use of the specific equipment provided and will be under the control of the SO. A log of the location, time, type and value of each reading and/or sampling will be maintained. Copies of log sheets will be provided on a daily basis to the **ENGINEER's** on-site representative.

B. Action Levels

1. The **CONTRACTOR** is responsible for developing level of protection site action levels for organic vapors and/or inorganic species.
2. The SO, **CONTRACTOR**, and their personnel will be responsible for implementing, maintaining and enforcing the respirator program.
3. In addition to these on-site action levels, the following action levels will be established for work area and perimeter monitoring of particulates. If the following levels are attained at the perimeter of the exclusion zone, then work will cease until engineering controls bring levels down to acceptable limits. These levels are general and shall be used as minimum action levels. The **CONTRACTOR** shall develop site-specific work area and perimeter monitoring action levels based on contaminants found in the work areas.

Parameter	Action Level	Action
Total particulates	2.5 times background and/or greater than 150 µg/m ³	Work ceases until mitigated
Visible Dust	Visible dust as determined by the ENGINEER .	Work ceases until mitigated

The following action levels shall be used as minimum action levels for organic vapors and odors.

Parameter	Action Level	Action
Total Organic Vapors	5 ppm at work zone	Workers use respirators
	25 ppm at work zone	Work ceases until mitigated
Odors	Noticeable odors outside the exclusion zone as determined by the ENGINEER .	Work ceases until mitigated

C. Real-Time Monitoring

1. The **CONTRACTOR** shall submit a written copy of the real time air monitoring results for each Workday, by 10:00 a.m. the following Workday, which shall include an appropriately scaled map of the Work area depicting sample locations, wind direction and other pertinent meteorological data: date; time; analytical results; applicable standards and engineering controls implemented (if necessary).
2. Real-time monitoring shall be conducted using the following equipment:
3. Organic vapor photoionizers shall be Photovac TIP, total organic vapor analyzer as manufactured by Photovac International, 739B Park Avenue, Huntington, New York 11743 or equal. The **CONTRACTOR** shall provide one Photovac TIP for each and every hazardous work zone operation.
4. Particulate monitoring must be performed using real-time particulate monitors (MiniRam Model MIEPDM-3, or equal) and shall monitor particulate matter in the range of 0-10 microns diameter (PM₁₀) with the following minimum performance standards:

Object to be measured: Dust, Mists, Aerosols

Measurement Ranges: 0.001 to 400 mg/m³ (1 to 400,000 µg/m³)

Precision (2-sigma) at constant temperature:

+/- 10 µg/m³ for one second averaging; +/- 1.5 µg/m³ for sixty second averaging

Accuracy:

+/- 5% of reading +/- precision (Referred to gravimetric calibration with SAE fine test dust (mmd= 2 to 3 µm, g= 2.5, as aerosolized)

Resolution: 0.1% of reading or 1 µg/m³, whichever is larger

Particle Size Range of Maximum Response: 0.1-10 µ

Total Number of Data Points in Memory: 10,000

Logged Data:

Each Data Point: average concentration, time/date, and data point number

Run Summary:

overall average, maximum concentrations, time/date of maximum, total number of logged points, start time/date, total elapsed time (run duration), STEL concentration and time/date occurrence, averaging (logging) period, calibration factor, and tag number.

Alarm Averaging Time (user selectable):

real-time (1-60 seconds) or STEL (15 minutes)

Operating Time: 48 hours (fully charged NiMH battery); continuously with charger

Operating Temperature: -10 to 50°C (14 to 122°F)

Automatic alarms are suggested.

5. Particulate levels will be monitored and integrated over a period not to exceed 15 minutes. Consequently, instrumentation shall require necessary averaging hardware to accomplish this task. A monitor such as the personal DataRAM, manufactured by Monitoring Instruments for the Environment, Inc., or equivalent, can be used as a real time particulate screening tool. Although the instrument's design does not allow it to make a sharp differentiation of particulates at the PM₁₀ standard, the instrument could be used in the passive mode without a pump to provide readings in the 0.1 to 10µ range in the immediate vicinity of construction activities.

6. Monitor the air, using the same equipment, for 10-15 minutes upwind of the work site to establish background level. The background level shall be established before the start of each shift every day. In the event that downwind particulates are detected at levels in excess of 150 ug/m^3 or 2.5 times the established background level at the work site, re-measure the background concentrations upwind of the work zone using the same equipment. If the measured particulate level at the work zone is 100 ug/m^3 above background, monitor the downwind site perimeter and implement additional dust controls in the work zone. Continue to take hourly measurements of the upwind background concentrations and compare such concentrations with the particulate level at the work zone, until the downwind level at the work zone is less than 100 ug/m^3 above the upwind level. If at any time the measured particulate level at the work zone is more than 150 ug/m^3 over background concentration, the **CONTRACTOR** shall immediately suspend work at the site, promptly notify the Safety Officer, and implement suitable corrective action or engineering controls before work resumes.
7. Real-time monitoring will be conducted at any excavation of contaminated soil or sediments. Real-time monitoring will also be conducted at perimeter locations including an upwind (background) and three downwind locations. A background reading will be established daily at the beginning of the work shift. If the wind direction changes during the course of the day, a new background reading will be made. Downwind readings at the perimeter will be made when **CONTRACTOR** action levels have been exceeded at the excavation face or at a minimum of twice a day.
8. If action levels are exceeded at the perimeter location for fugitive dust, work must be suspended and engineering controls must be implemented to bring concentrations back down to acceptable levels.
9. Construction activities generate dust which could potentially transport contaminants off site. There may be situations when visible dust is being generated and leaving the site and the monitoring equipment does not measure PM_{10} at or above the action level. Therefore, if dust is observed leaving the working site, additional dust suppression techniques must be employed by the **CONTRACTOR**.

D. Documentation Monitoring

1. Documentation monitoring will be conducted at the perimeter at a minimum of four locations (one upwind and three downwind) for total dust. Documentation monitoring will be conducted only during excavation, consolidation, staging, removal, or decontamination activities (i.e., intrusive activities).
 - a. Collect total nuisance dust using PVC collection filter and personnel sampling pump and analyze gravimetrically according to NIOSH 89-127 Method 0500.
 - b. Documentation samples will be collected at established perimeter locations. The four locations will be chosen according to site activities and expected wind direction.
 - c. The perimeter locations will be established and marked with high visibility paint or flagging at approximately equidistant points around the site. Samples will be collected at a height of 6 feet above ground surface.

- d. Documentation samples will be collected continuously, during the normal work hours when activities are occurring on site. At the end of the week, one days worth of sampling (i.e. three downwind locations and one upwind location) will be selected by the Engineer for analysis by the Contractor.
- e. The documentation samples will be collected over an eight (8) hour work period.
- f.. In addition to perimeter monitoring, personnel documentation samples will be collected on site once a week. On-site samples will be collected by choosing “high risk” workers to wear appropriate collection media for pesticides, metals, and particulate. “High risk” workers are those who are most likely to encounter contamination on a particular task. At a minimum, two high risk workers will be chosen to wear collection media for a particular day each week and the media will be analyzed with the documentation air monitoring samples.
- g. The **CONTRACTOR** shall submit a written copy of the documentation air monitoring results within 7 days of sampling, which shall include an appropriately scaled map of the Work area depicting sample locations, wind direction and other pertinent meteorological data: date; time; analytical results; applicable standards and engineering controls implemented (if necessary).
- h. The documentation sampling submitted shall also identify the “high risk” workers chosen to wear appropriate collection media for contaminants; date media was worn; task involved; analytical results and applicable standards.
- i. Payment for air monitoring will not be approved until the above submittals have been received and approved by the **ENGINEER**.

E. Community Air Monitoring

- 1. Real-time air monitoring, for particulate levels at the perimeter of the work area is necessary:
 - a. Particulates should be continuously monitored upwind, downwind and within the work area at temporary particulate monitoring stations. If the downwind particulate level is 150 ug/m³ greater than the upwind particulate level, then dust suppression techniques must be employed. All readings must be recorded and be available for **ENGINEER**'s review.
- 2. The **CONTRACTOR** shall install a meteorological station on site that will be capable of recording, at a minimum, wind velocity and direction.

1.16 Emergency Equipment and First Aid Requirements

A. Communications

- 1. The **CONTRACTOR** shall provide telephone communication at the site field office. Emergency numbers, such as police, sheriff, fire, ambulance, hospital, poison control, NYSDEC, EPA, NYSDOH, and utilities, applicable to this site shall be prominently posted near the telephone.
- 2. The **CONTRACTOR** shall establish a signaling system for emergency purposes.

B. Emergency Shower and Emergency Eye Wash

1. The **CONTRACTOR** shall supply and maintain one portable eyewash/body wash facility per active hazardous work zone. The facility shall have a minimum water capacity of 10 gallons and shall conform to OSHA regulations 29 CFR 1910.151. The portable eyewash/body wash facility shall be manufactured/ supplied by Direct Safety Company, Lab Safety Supply Company, or other appropriate suppliers.

C. Fire Extinguishers

1. The **CONTRACTOR** shall supply and maintain at least one fire extinguisher in the **CONTRACTOR's** office and one at each hazardous work zone. The fire extinguisher shall be a 20-pound Class ABC dry fire extinguisher with UL-approval per OSHA Safety and Health Training Standards 29 CFR 1910.157. The fire extinguisher shall be manufactured/supplied by Direct Safety Company, Lab Safety Supply Company, or other appropriate suppliers.

D. First Aid Kit

1. The **CONTRACTOR** shall supply and locate in his project office and at each and every hazardous work zone one 24-unit (minimum size) "industrial" or "Contractor" first aid kit, required by OSHA requirements 29 CFR 1910.151. The first aid kit shall be manufactured/supplied by Norton, Scott, or other appropriate suppliers.

E. Emergency Inventory

1. In addition to those items specified elsewhere, the SO will maintain the following inventory of equipment and protective clothing for use at the site in the event of emergencies.
 - a. Washable coveralls;
 - b. Gloves (outer);
 - c. Gloves (inner);
 - d. SCBA;
 - e. Escape SCBA (authorized visitor use);
 - f. Face shields;
 - g. Safety glasses;
 - h. Respirators and appropriate cartridges;
 - i. Disposable coveralls;
 - j. Chemical-resistant boots and latex boot covers;
 - k. Hard hats;
 - l. Bottled breathing air; and

- m. Rain suits.

1.17 Emergency Responses/contingency Plan and Procedures

A. Daily Work

1. During the progress of work, the **CONTRACTOR** will monitor the quality of the air in and around each active hazardous operation prior to personnel entering these areas. Sampling shall be conducted on a continuous basis. Based on the air monitoring data, the proper level of protection will be chosen by the SO.

B. Emergency Vehicle Access

1. In the event that emergency services vehicles (police, fire, ambulance) need access to a location which is blocked by the working crew operations, those operations (equipment, materials, etc.) will be immediately moved to allow those vehicles access. Emergency crews will be briefed as to site conditions and hazards by the SO. All vehicles and personnel will be decontaminated prior to leaving the site.
2. The **CONTRACTOR** shall schedule a site briefing with the local Fire Department at the completion of mobilization to familiarize emergency response personnel with his operations and site layout.

C. Personal Injury Response Plan

1. In cases of personal injuries, the injured person or the crew personnel in charge will notify the SO. The SO will assess the seriousness of the injury, give first aid treatment if advisable, consult by telephone with a physician if necessary, and arrange for hospitalization if required. The SO will arrange for an ambulance if required.
2. If soiled clothing cannot be removed, the injured person will be wrapped in blankets for transportation to the hospital.
3. Personnel, including unauthorized personnel, having skin contact with chemically contaminated liquids or soils shall be flushed with water after any wet or soiled clothing has been removed.
4. These personnel should be observed by the SO to ascertain whether there are any symptoms resulting from the exposure. If there is any visible manifestation of exposure such as skin irritation, the project personnel will refer to a consulting physician to determine whether the symptoms were the result of a delayed or acute exposure, a secondary response to exposure such as skin infection, or occupational dermatitis. All episodes of obvious chemical contamination will be reviewed by the SO in order to determine whether changes are needed in work procedures.

D. Route to the Hospital

1. The **CONTRACTOR** shall post in conspicuous places in the Support Zone a map with written directions to the nearest hospital or emergency medical treatment facility.

E. Fire Service

1. The **CONTRACTOR** will make arrangements to take immediate fire fighting and fire protection measures with the local Fire Chief. If there is a fire, the crewmen or their person in charge will immediately call the SO. The SO will immediately call the fire personnel.
2. The air downwind from any fire or explosion will be monitored immediately in order to protect workers and the nearby community. If personal injuries result from any fire or explosion, the procedures outlined in the Personal Injury Response Plan are to be followed.

F. Master Telephone List

1. The attached master telephone list will be completed and prominently posted at the field office. The list will have telephone numbers of all project personnel, emergency services including hospital, fire, police, and utilities. In addition, two copies with telephone numbers are to be given to the **DEPARTMENT** for emergency reference purposes.

<u>Emergency Service</u>		<u>Telephone Number</u>
Fire Department		911
Police Department		911
Ambulance		911
Hospital/Emergency Care Facility		To be determined
Poison Control Center		(800) 336-6997
Chemical Emergency Advice (CHEMTREC)		(800) 424-9300
NYSDEC Albany Office	Work Hours	To be determined
	After Hours	To be determined
NYSDEC Regional Office	Work Hours	To be determined
County Dept. of Health		To be determined
New York State Dept. of Health - Albany		To be determined
New York State Dept. of Health - Regional		To be determined

1.18 Heat Stress Monitoring

- A. Site personnel who wear protective clothing allow body heat to be accumulated with an elevation of the body temperature. Heat cramps, heat exhaustion, and heat stroke can be experienced, which, if not remedied, can threaten life or health. Therefore, an American Red Cross Standard First Aid book or equivalent will be maintained on site at all times so that the SO and site personnel will be able to recognize symptoms of heat emergencies and be capable of controlling the problem.
- B. When protective clothing is worn, especially Levels A and B, the suggested guidelines for ambient temperature and maximum wearing time per excursion are:

Ambient Temperature (°F)	Maximum Wearing Time Per Excursion (Minutes)
Above 90	15
85 to 90	30
80 to 85	60
70 to 80	90
60 to 70	120
50 to 60	180

- C. One method of measuring the effectiveness of employees' rest-recovery regime is by monitoring the heart rate. The "Brouha guideline" is one such method:
- During a 3-minute period, count the pulse rate for the last 30 seconds of the first minute, the last 30 seconds of the second minute, and the last 30 seconds of the third minute.
 - Double the count.
- D. If the recovery pulse rate during the last 30 seconds of the first minute is at 110 beats/minute or less and the deceleration between the first, second, and third minutes is at least 10 beats/minute, the work-recovery regime is acceptable. If the employee's rate is above that specified, a longer rest period is required, accompanied by an increased intake of fluids.
- E. In the case of heat cramps or heat exhaustion, "Gatorade" or its equivalent is suggested as part of the treatment regime. The reason for this type of liquid refreshment is that such beverages will return much-needed electrolytes to the system. Without these electrolytes, body systems cannot function properly, thereby increasing the represented health hazard.
- F. This liquid refreshment will be stored in a cooler at the edge of the decontamination zone in plastic squeeze bottles. The plastic bottles will be marked with individual's names. Disposable cups with lids and straws may be used in place of the squeeze bottles. Prior to drinking within the decontamination zone, the project personnel shall follow the following decontamination procedures:

1. Personnel shall wash and rinse their outer gloves and remove them.
2. Personnel shall remove their hard hats and respirators and place on table.
3. Personnel shall remove their inner gloves and place them on table.
4. Personnel shall wash and rinse their face and hands.
5. Personnel shall carefully remove their personal bottle or cup from the cooler to ensure that their outer clothes do not touch any bottles, cups, etc.
6. The used bottle or cups will not be returned to the cooler, but will be placed in a receptacle or container to be cleaned or disposed of.
7. Personnel shall replace their respirators, hard hats, gloves and tape gloves prior to re-entering the hazardous zone.

G. When personnel are working in situations where the ambient temperatures and humidity are high--and especially in situations where protection Levels A, B, and C are required--the SO must:

- Assure that all employees drink plenty of fluids ("Gatorade" or its equivalent);
- Assure that frequent breaks are scheduled so overheating does not occur; and
- Revise work schedules, when necessary, to take advantage of the cooler parts of the day (i.e., 5:00 a.m. to 1:00 p.m., and 6:00 p.m. to nightfall).

1.19 Cold Stress

A. Whole-body protection shall be provided to all site personnel that have prolonged exposure to cold air. The right kind of protective clothing shall be provided to site personnel to prevent cold stress. The following dry clothing shall be provided by the **CONTRACTOR** as deemed necessary by the SO:

- Appropriate underclothing (wool or other);
- Outer coats that repel wind and moisture;
- Face, head, and ear coverings;
- Extra pair of socks;
- Insulated safety boots; and
- Glove liners (wool) or wind- and water-repellant gloves.

B. The SO will use the equivalent chill temperature when determining the combined cooling effect of wind and low temperatures on exposed skin or when determining clothing insulation requirements.

- C. Site personnel working continuously in the cold are required to warm themselves on a regular basis in the on-site hygiene facility. Warm, sweet drinks will also be provided to site personnel to prevent dehydration. The SO shall follow the work practices and recommendations for cold stress threshold limit values as stated by the 1991-1992 Threshold Limit Values for Chemical Substances and Physical Agents and Biological Exposure Indices by the American Conference of Governmental Industrial Hygienists or equivalent cold stress prevention methods.

1.20 Logs, Reports and Record Keeping

A. Security Log

1. A daily log of security incidents and visitors granted access to the site will be maintained, as well as a log of all personnel entering and exiting the site.
2. All approved visitors to the site will be briefed by the SO on safety and security, provided with temporary identification and safety equipment, and escorted throughout their visit. Site visitors will not be permitted to enter a hazardous work zone.
3. Project site shall be posted, "Warning: Hazardous Work Area, Do Not Enter Unless Authorized," and access restricted by the use of a snow fence.

B. Safety Log

1. The **CONTRACTOR's** SO will maintain a bound safety logbook. The log will include all health and safety matters on site and include, but not be limited to, the following information:
 - Date and weather conditions on site;
 - A description of the proposed work for the day;
 - Times when site personnel arrive and depart;
 - Air monitoring data;
 - Heat and/or cold stress monitoring;
 - Decontamination procedures;
 - Type and calibration of air sampling/monitoring equipment used;
 - Safety meeting summaries; and
 - Accidents.

C. Emergency Or Accident Report

1. Any emergency or accident will be reported immediately to the SO. The **ENGINEER** will also be notified. The **CONTRACTOR** will submit a written report immediately, but no later than 24 hours of its concurrence. The report will include, but not be limited to, the nature of the problem, time, location, areas affected, manner and methods used to control the emergency, sampling and/or monitoring data, impact, if any, to the surrounding community, and corrective actions the **CONTRACTOR** will institute to minimize future occurrences. All spills will be treated as emergencies.

D. Daily Work Report

1. The **CONTRACTOR** shall maintain a daily work report that summarizes the following:

- Work performed,
- Level of protection,
- Air monitoring results,
- Safety-related problems, and
- Corrective actions implemented.

1.21 Posting Regulations

- A.** The **CONTRACTOR** will post signs at the perimeter of the Exclusion Zone that state "Warning, Hazardous Work Area, Do Not Enter Unless Authorized." In addition, a notice directing visitors to sign in will be posted at the project site. Also, the **CONTRACTOR** will post a sign stating that any questions about the site should be directed to the New York State Department of Environmental Conservation.
- B.** Safety regulations and safety reminders will be posted at conspicuous locations throughout the project area. The following safety regulations and safety reminders are at a minimum to be posted around the job site:

SAFETY REGULATIONS

(To be Posted for Project Personnel)

The main safety emphasis is on preventing personal **contact** with gases, soils, sludge and water. Towards that end, the following rules have been established.

Regulations

- A.** Eating, drinking and smoking on the site is **PROHIBITED** except in specifically designated areas.
- B.** All project personnel on the site must wear clean or new gloves daily.
- C.** If you get wet to the skin, you must wash the affected area with soap and water immediately. If clothes in touch with the skin are wet, these must be changed.
- D.** You must wash your hands and face before eating, drinking or smoking.
- E.** Observe regulations on washing and removing boots before entering the dressing room or a clean area and showering before going home.

Recommendations

- A. Do not smoke on site with dirty hands; better yet, do not smoke.
- B. Check for any personal habit which could get soil or water into your body.

Examples: food off your fingers, wiping your face or nose with a dirty hand or running a dirty hand through your hair.

- C. Check that any regularly worn clothing is clean. Examples include dirty watchbands, neck chains and a dirty liner on your safety helmet. Safety practices with poisonous chemicals can be summed up with a few words:

Don't breathe in chemical odors and don't touch the water, soil, and sludge.

If you do get dirty or wet, clean up as soon as possible.

SAFETY REMINDER FOR TOXIC CHEMICALS

(Post for Project Personnel)

Chemicals can't cause problems unless you breathe them, eat them, or put them on your skin.

Chemicals in Gases, Soils, Sludge, and Water

Don't let them go into your mouth, nose, or stay on your skin.

Use common personal hygiene.

- A. Don't eat or drink on the site.
- B. No smoking in the area of work.
- C. Wear protective clothing.
- D. Glove liners must be **clean**.
- E. Wash your hands whenever practical. Wash before eating, drinking, or smoking.
- F. Don't carry chemicals home to your family. (For example, on clothing, mud in the car, dirty hands.)
- G. Follow strictly the HASP.

1.22 Community Protection Plan

A. General

1. Develop, as part of this HASP, a Community Protection Plan (CPP). The CPP shall outline those steps to be implemented to protect the health and safety of surrounding human population and the environment.

B. Air Monitoring

1. As part of the Air Monitoring Program, use real-time monitoring and documentation sampling as described in the Subpart "Air Monitoring Program" of this section to determine if off-site emission, as a result of site work, poses a threat to the surrounding community.
2. Provide real-time air monitoring for volatile compounds and particulate levels as the perimeter of the work area as necessary. Include the following:
 - a. Volatile organic compounds must be monitored at the downwind perimeter of the work area on a continuous basis. If total organic vapor levels exceed 5 ppm above background, work activities shall be halted and monitoring continued under the provisions of a Vapor Emission Response Plan. All readings shall be recorded and be available for State (DEC & DOH) personnel to review.
 - b. Particulates shall be continuously monitored at the 4 documentation sampling stations for a total of 4 dust monitors. If the downwind particulate level is 150 ug/m³ greater than the upwind particulate level, dust suppression techniques shall be employed. All readings shall be recorded and be available for State (DEC & DOH) personnel to review.

C. Vapor Emission Response Plan

1. If the ambient air concentration of organic vapors exceed 5 ppm above background at the perimeter of the work area, activities shall be halted and monitoring continued. If the organic vapor level decreases below 5 ppm above background, work activities may resume. If the organic vapor levels are greater than 5 ppm over background but less than 225 ppm over background at the perimeter of the work area, activities may resume provided the organic vapor level 200 feet downwind of the work area or half the distance to the nearest residential or commercial structure, whichever is less, is below 5 ppm over background.
2. If the organic vapor level is above 25 ppm at the perimeter of the work area, activities shall be shutdown. When work shutdown occurs, downwind air monitoring as directed by the SO shall be implemented to ensure that vapor emission does not impact the nearest residential or commercial structure at levels exceeding those specified in the Major Vapor Emission section.

D. Major Vapor Emission

1. If any organic levels greater than 5 ppm over background are identified 200 feet downwind from the work area or half the distance to the nearest residential or commercial property, whichever is less, all work activities shall be halted.

2. If, following the cessation of the work activities, or as the result of an emergency, organic levels persist above 5 ppm above background 200 feet downwind or half the distance to the nearest residential or commercial property from the work area, the air quality shall be monitored within 20 feet of the perimeter of the nearest residential or commercial structure (20 Foot Zone).
3. If efforts to abate the emission source are unsuccessful and if organic vapor levels are approaching 5 ppm above background and persist for more than 30 minutes in the 20 Foot Zone, the Major Vapor Emission Response Plan shall automatically be placed into effect.
4. However, the Major Vapor Emission Response Plan shall be immediately placed into effect if organic vapor levels are greater than 10 ppm above background levels.

E. Major Vapor Emission Response Plan

1. Upon activation, the following shall be undertaken:
 - a. All Emergency Response Contracts as listed in the Subpart titled "Emergency Response and Contingency Plan" paragraph titled "Telephone List."
 - b. The local police authorities shall immediately be contacted by the SO and advised of the situation. Coordinate with local officials to arrange for notification and evacuation of the surrounding community.
 - c. Frequent air monitoring shall be conducted at 30 minutes intervals within the 20 Foot Zone. If two successive readings below action levels are measured, air monitoring may be halted or modified by the SO.
2. The Air Monitoring Program shall include real-time air monitoring and shall be conducted at the perimeter of the site. Particulates should be continuously monitored upwind, downwind and within the Exclusion Zone at temporary particulate monitoring stations. If the downwind particulate level is more than 2.5 times greater than the upwind particulate level and greater than 150 ug/m³, then dust suppression techniques shall be employed. This is a general action level. A site-specific action level shall be developed based on available analytical data. All readings shall be recorded and be available for ENGINEER, NYSDEC, and NYSDOH personnel to review.
3. Coordinate with local officials to arrange for notification and evacuation of the surrounding community in the event that off-site emissions pose a threat.

F. Odor

1. Foam active work areas to reduce odors if odor complaints are received from nearby residences during site activities. Odor masking agents or other odor control methods may be used subject to **ENGINEER's** review. Continue odor suppression during each day that odor complaints are received.

G. Off-Site Spill Response

1. Produce as part of the HASP a Spill Response Plan, also coordinated with local officials, in case of an off-site spill of either liquid or solid wastes. The plan shall include transportation routes and times, as well as the minimum requirements set forth in the Subpart titled "On-Site Spill Containment Plan." The driver shall be supplied with Material Safety Data Sheets (MSDSs), a 24-hour emergency phone number, and instructions for reporting emergencies to local agencies and the project site.

1.23 Confined Space Work

- A. Evaluate the work areas and determine if there are any permit-required confined spaces. If the **CONTRACTOR** determines that personnel will not need to enter a permit-required confined space, appropriate measures to prevent personnel from entering such shall be taken. If the **CONTRACTOR** determines that personnel will need to enter a permit-required confined space, develop and implement a written permit-required confined space program.
- B. The written program shall comply with 29 CFR 1910.146 and shall include the following:
 1. Implement methods to prevent unauthorized entry;
 2. Identify and evaluate the hazards of permit-required confined spaces before personnel entry;
 3. Develop and implement procedures for safe permit-required confined space entry;
 4. Provide the appropriate equipment to evaluate permit-required confined spaces;
 5. Evaluate permit-required confined spaces when entry operations are conducted;
 6. Provide at least one attendant outside the permit-required confined space which will be entered;
 7. Designate the personnel who will have active roles in entry operations;
 8. Develop and implement procedures for obtaining rescue and emergency services;
 9. Develop and implement a system for the preparation, issuance, use, and collection of entry permits;
 10. Develop and implement procedures to coordinate entry operations when personnel from more than one employer are working;
 11. Develop and implement procedures for concluding the entry;
 12. Review and revise entry operations if measures may not protect personnel; and
 13. Review the permit-required confined space program to ensure personnel are protected from the hazards present.
- C. Copies of the permit-required confined space program and employee training certificates shall be included with the HASP.

2. PRODUCTS

Not Used.

3. EXECUTION

Not Used.

*** END OF SECTION ***

SECTION XI

Supplementary Specifications

SECTION XI

SUPPLEMENTARY SPECIFICATIONS

Division 1

01010	SUMMARY OF WORK
01011	PROJECT SUBMITTALS
01026	SCHEDULE OF VALUES
01040	COORDINATION
01050	SURVEYS
01061	OPERATIONS IN HIGHWAY RIGHTS-OF-WAY
01100	DECONTAMINATION STATION
01340	SHOP DRAWING PROCEDURES
01400	QUALITY CONTROL
01425	SAMPLING
01520	TEMPORARY FACILITIES AND CONTROLS
01540	SECURITY
01560	EROSION AND SURFACE WATER CONTROL
01580	PROJECT IDENTIFICATION AND SIGNS
01591	ENGINEER'S FIELD OFFICES
01592	CONTRACTOR'S FIELD OFFICES AND SHEDS
01600	ACCESS ROADS

Division 2

02110	CLEARING AND GRUBBING
02140	DEWATERING
02220	EXCAVATION
02223	TRANSPORTATION AND DISPOSAL
02670	MONITORING WELLS
02920	FILL MATERIALS, TOPSOIL, SEEDING, AND MULCH
09821	CONCRETE FLOOR SEALANT

SECTION 01010 SUMMARY OF WORK

1. GENERAL SPECIFICATION

1.1 General/Location

The BB&S Inactive Hazardous Waste Disposal Site No. 1-52-123 is located in the Town of Southampton in eastern Suffolk County, Long Island. The site, currently in use to store tractor-trailers, is located on the west side of Speonk-Riverhead Road, approximately 1.5 miles north of the Hamlet of Speonk. The site is in a rural area considered part of the Central Pine Barrens Preserve. There are homes and businesses within a half-mile radius of the site, including south of the site in the general direction of groundwater flow towards the Atlantic Ocean. The topography of the site and the surrounding area is relatively flat, with most surface water runoff draining toward a culvert under Speonk Riverhead Road. This culvert empties into a drainage swale to the west of Speonk-Riverhead Road.

For the purposes of the remedial action the BB&S Site has been subdivided into two parts: 1) On-Site Area (Site), defined as the 10-acre± former lumberyard site on the east side of Speonk-Riverhead Road, and 2) Off-Site Area, comprising the 2-acre± drainage swale area located to the west of Speonk-Riverhead Road. The Off-Site area also includes small areas that extend beyond the property line boundaries of the former lumberyard site itself.

The On-Site area is a tractor-trailer storage facility, and it shall be assumed that the business will be in full operation at the time of remedial construction. Remedial construction shall be sequenced so as to allow continued, uninterrupted operation of the tractor-trailer storage facility operation.

1.2 Remedial History

From the early 1980s to 1996, the site operated as a lumber treatment and storage facility. Lumber was pressure treated using chromated copper arsenate (CCA). CCA is a 6 NYCRR Part 371 listed hazardous waste when spent or disposed of without treatment (code number F035). CCA was documented to be released to the environment through surface spills and sump leakage. A flame proofing solution containing zinc oxide was also used at the site for a time to treat wood.

Releases of CCA to groundwater are believed to have occurred through leakage from the collection sumps and through malfunction of an on-site water supply well valve. Spills originating from the concrete pad most likely account for soil contamination noted in the vicinity of the former Drip Pad Building and former CCA Treatment Building and for contamination found in the on-site drainage ditch. High concentrations of CCA derived contaminants found off-site on the west side of Speonk-Riverhead Road within the pine barrens, across from the site drainage culvert, indicate larger surface discharges or spills in the past. Drippings from stored and treated lumber most likely account for soil contamination east of the former CCA treatment and drip pad buildings within the on-site lumber yard.

BB&S conducted its own environmental study between 1985 and 1987 after the Suffolk

County Department of Health Services (SCDHS) identified chromium contamination in an on-site water supply well. As a result, BB&S installed a network of on-site and off-site groundwater monitoring wells and three groundwater extraction wells. BB&S used the extraction wells to pump and treat groundwater at the site from 1987 to 1996. The groundwater treatment system frequently failed to meet surface water discharge requirements for chromium and was subsequently decommissioned in 1996. Remnants of the decommissioned groundwater treatment system remain on site in the former CCA Treatment Building.

In consequence of the failure of the groundwater treatment system, the Department placed the BB&S site on the New York State Registry of Inactive Hazardous Waste Disposal Sites. The Department thereupon performed a Remedial Investigation/Feasibility (RI/FS) study and subsequent Pre-Design Investigations (PDI) using State Superfund monies. These investigations were performed through 2009.

1.3 Selected Remedy

Soils impacted with CCA derived arsenic and chromium contamination shall be excavated and disposed off site at permitted landfill facilities as follows:

- On-Site: Excavation of on-site soils exceeding Part 375 groundwater protection SCO's for arsenic and chromium. Off-site transportation, pre-treatment (if necessary) and disposal of soil determined to be hazardous waste into a RCRA Subtitle C landfill permitted to accept hazardous waste. Contaminated soil characterized to be non-hazardous shall be transported off-site for disposal at a RCRA Subtitle D permitted landfill. Clean fill meeting the requirements of Part 375 shall be used as backfill to replace the excavated soil and establish the final design grades at the site.
- Excavation of off-site soil exceeding Part 375 unrestricted use SCOs for arsenic and chromium. All of the off-site soil excavated from the drainage ditch area would be considered a F035 listed hazardous waste which would require off-site transportation, pre-treatment (if necessary) and disposal into a RCRA Subtitle C landfill permitted to accept hazardous waste. Off-site soil excavated from the small areas that extend north and east beyond the property line boundaries of the lumberyard site would be characterized as non-hazardous and shall be transported off-site for disposal at a RCRA Subtitle D permitted landfill. Clean fill meeting the requirements of Part 375 would be used as backfill to replace the excavated soil and establish the final design grades at the site.

Based on available data, a total of approximately 18,400 CY of impacted soil require remediation. The contract requires the excavation and offsite disposal of approximately 16,275 tons of non-hazardous material, and approximately 12,400 tons of hazardous material.

Residual contamination will remain below the former Drip Pad Building and the former CCA Treatment Building. These buildings and the underlying soil will remain in place. However, improvements will be made to the existing floor slabs of these buildings, creating an impervious cap over the residual contamination. Drainage improvements will also be made to drain surface water and roof runoff away from these structures.

The BB&S Lumber Site is underlain by the Upper Glacial Aquifer, extending to depths in excess of 130 feet. Groundwater is typically at a depth of about 40 feet, at the site, well below anticipated excavation depths.

Excavations will typically remain open until positive confirmatory sampling results are achieved.

Water generated in the excavations due to rainfall and runoff, if any, will be pumped into a temporary storage tank(s) on-site; this water will be treated or disposed off-site (the CONTRACTOR also has the option of providing on-site water treatment).

Table 1010-1 lists the contaminants found in soil at the site and their respective soil cleanup objective from 6NYCRR Part 375-6.8.

1.4 Summary of Proposed Work

The **CONTRACTOR** shall provide all necessary personnel, equipment, supplies, and materials to perform the services as described in the Contract Documents. The **CONTRACTOR** shall:

- A. Provide an acceptable Work Plan, including sections on waste handling and sample collection, Health and Safety Plan (HASP) including Contingency Plan, and Quality Assurance Project Plan (QAPP). Procedures must be consistent with the requirements of Section III of the Contract Documents and must describe in detail all waste handling, site work, sample collection, and Quality Assurance/Quality Control (QA/QC) protocols for this project. QA/QC protocols must be consistent with general sampling practices and the site-specific QAPP. The Work Plan must include, but is not limited to, the following items:
 - 1. Procedures for adequate and safe excavation and disposal of contaminated soils and materials. A contingency plan shall include methods the **CONTRACTOR** shall take at no extra cost to the **DEPARTMENT** to prevent, contain, and recover spills and fugitive dust during the work.
 - 2. Describe equipment to be used on site with the appropriate safety devices needed to undertake the remediation of the site.
 - 3. Identification of permitted treatment, storage, and disposal facilities (TSDF) and permitted solid waste management facilities (SWMF) proposed to receive wastes to be shipped off site.
 - 4. Identification of any permits required to conduct the work.
 - 5. Provide a work site layout showing, at a minimum, the removal area locations, equipment/material staging areas, trailers, weigh station (if on-site), access roads, site gates, solid waste debris consolidation area, vehicle parking and decontamination station. Staging

procedures shall be written and a shop drawing submitted for approval prior to start of work.

6. Provide a work sequencing plan showing, at a minimum, the phased sequence of the work, the physical division the site between the **CONTRACTOR's** Work Area and the former lumberyard operations, and, if necessary, the relocation of equipment/material staging areas, trailers, access roads, site gates, vehicle parking and decontamination station as the work progresses through the sequenced phases. Sequencing and phasing procedures shall be written and a shop drawing submitted for approval prior to start of work.
7. Provide a work plan for cleaning, decontaminating and sealing the floor of the former CCA Treatment Building. This includes the chemical storage area, reverse osmosis treatment area, boiler room, and pit room of the former CCA Treatment Building. Include procedures for handling and disposing tanks, vessels, piping, liquids, miscellaneous equipment, sediments, and debris. Include procedures for pressure washing, decontaminating, and sealing the floor of these rooms. Cleaning and decontamination procedures shall be written and a shop drawing submitted for approval prior to start of work.
8. Provide a work plan for modifying the former Drip Pad Building. Include installation of pipe drains under the floor. Also include procedures for stabilizing roof support columns and installing the floor waterproofing membrane and asphalt top course. Former Drip Pad Building modification procedures shall be written and a shop drawing submitted for approval prior to start of work.
9. Provide a work plan for excavating and replacing the existing culvert under Speonk-Riverhead Road. Include procedures for coordinating with the Town of Southampton Highway Department, traffic control, excavation, backfilling, and repaving. Culvert replacement procedures shall be written and a shop drawing submitted for approval prior to start of work.
10. Identification of proposed temporary on-site and off-site hauling routes for wastes.
11. Provisions for the control and prevention of surface runoff and erosion from the areas of excavation and staging areas (SWPPP).
12. Provisions for the control of fugitive emissions to the air, including dust control.
13. A detailed work schedule for all tasks required to fulfill the Contract.

14. Any other requirements necessary to provide adequate security, staging, surveying, sampling, testing, removal, and disposal of wastes.
 15. Provisions for personnel decontamination, as well as decontamination of equipment before it leaves the site.
 16. Proposed methods and operations of construction work to be completed including a detailed sequence of construction work.
 17. Proposed methods for the decommissioning of recovery wells at the site.
 18. Procedures for protecting monitoring wells at the site, as necessary.
 19. Provisions for final site restoration including grading, seeding and gravel paving.
- B. Excavate, segregate, stage, analyze, and properly dispose off site contaminated soils and miscellaneous debris.
- C. Properly dispose of offsite all scrap metal, concrete, wood, debris and other solid waste originating from the soil waste excavation and removal areas.
- D. Properly dispose of offsite all tanks, vessels, piping, concrete, wood, liquids, debris and other solid waste originating from the former CCA Treatment Building, former Drip Pad Building, and Frame Storage Building.
- E. Provide, place, grade and compact clean soil to restore the site to the proposed grades and to promote proper site drainage.
- F. Provide a HASP with Contingency Plan that complies with Health and Safety guidelines specified within Section X of the Contract Documents and applicable federal and state guidelines and applicable federal and state law including OSHA and NIOSH regulations. These plans must be prepared and signed by a certified industrial hygienist or certified safety professional experienced in hazardous materials handling procedures. The plans must address both on-site and off-site health and safety practices necessary for proper protection of on-site personnel and the local community. The plan must be acceptable to the **DEPARTMENT** prior to the award of the Contract. The **DEPARTMENT** will review the plan only to determine that it is adequate to protect its personnel. The New York State Department of Health (NYSDOH) will review the plan only to determine if it provides adequate protection for the local community.
- G. The following information must be included and adequately addressed in the project-specific QAPP prior to receiving QA approval from the **ENGINEER**.

1. The plan shall include an organizational chart and have a designated, qualified QA Officer. Include a copy of the QA Officer's resume and signature page for the QA Officer. The plan and all revisions shall be signed by the QA Officer prior to submission to the **ENGINEER**. The QA Officer will be within the same geographical area as the Project Manager and independent of the analytical laboratory.
2. The plan shall state the data quality objectives for the site and identify data uses.
3. The plan shall include a chart reflecting the approximate number of samples to be collected, matrices, holding times, analytical protocols to be used, and anticipated QA/QC samples to be collected or analyzed.
4. All sample collection techniques shall be described and must be site specific.
5. The plan shall indicate what analytical protocols will be followed. The acronym "CLP" is insufficient. The **CONTRACTOR** shall designate by method number what protocol contained in the NYSDEC Analytical Services Protocol (ASP) shall be used.
6. The plan shall indicate the specific limits of concern for each of the analytes listed in each of the matrices to be sampled.
7. The plan shall indicate the matrix-specific method detection limit that must be obtained for each of the analytes and matrices listed. This value should be in the range of 1/5 the site-specific limit of concern (remedial objective), unless otherwise determined by the **ENGINEER**.
8. All samples shall be delivered to the laboratory within 24 hours from day of collection, preserved as appropriate.
9. The plan shall indicate what analytical laboratory will be used. The analytical laboratory must be acceptable to the **ENGINEER** and maintain NYSDOH Environmental Laboratory Approval Program (ELAP) certification for all sub-categories of solid and hazardous waste.
10. Acetone is an unacceptable solvent for decontamination of sampling equipment. Steam cleaning or detergent/distilled water wash is allowable.
11. The **CONTRACTOR** must address the Category B presentation of the reporting and deliverables package as designated in Vol. I of the NYSDEC ASP.

12. The **CONTRACTOR** must have a third party validator prepare Data Usability Summary Reports (DUSRs) for soil confirmatory samples and soil characterization samples.
 13. The plan must state that prior to any deviations from the agreed protocols, the **ENGINEER's** QA/QC officer must be notified.
 14. Training requirements for new employees and/or refresher training requirements for current employees must be provided.
 15. The plan will explain sampling equipment and maintenance.
 16. The plan will explain criteria for laboratory selection and audit format.
 17. The plan will explain field audit criteria.
 18. The plan will describe record maintenance and archive methods, e.g., field notebooks, audit reports.
 19. Work plan/report checking and review procedures will be included.
 20. Materials handling and regulatory compliance procedures will be delineated.
- H. Maintain an acceptable air monitoring program as part of the Health and Safety Plan in accordance with Section X - SPEC 00003 of the contract documents. The air monitoring program must include provisions for continuous dust monitoring. At a minimum, the **CONTRACTOR** shall provide continuous dust monitoring during: excavation, consolidation, stockpiling, and removal, with a minimum of one real-time meter per work area. Additionally, the air monitoring program must include provisions for community monitoring and documentation monitoring.
- I. It is anticipated work on the project will be continuous from start to finish. The **CONTRACTOR** is responsible for including all costs necessary to operate through the winter if necessary.

1.5 Pre-construction Conference

- A. A Pre-Construction Conference will be held, in accordance with Section VIII, Article 1.2, between the **DEPARTMENT, CONTRACTOR** and **ENGINEER**. Attendance by the **CONTRACTOR's** superintendent, quality control personnel, key safety including the Safety Officer, and any major subcontractor's superintendent will be required.
- B. At the Conference, the **CONTRACTOR** shall submit to the **ENGINEER** six copies of the final, approved documents listed in Items 1.2 and 1.3 of Section 01011 including an approvable project schedule. These documents shall have incorporated any previous comments or clarifications

provided by the **ENGINEER** and department or other reviewers, which were approved and/or accepted by the **DEPARTMENT** to award the Contract.

- C. The **CONTRACTOR** shall submit a complete list of proposed subcontractors (including any disposal facilities) identifying the name, address, telephone number, personal contact, type of work to be subcontracted, dollar amount and M/WBE status. Subcontractors (except disposal facilities) in excess of \$10,000 must submit a complete, properly executed Uniform Contracting Questionnaire. No subcontractors can begin work without the written approval of the **DEPARTMENT**.
- D. The **ENGINEER** will take minutes of the Conference and distribute copies to all participants.

2. **PRODUCTS - NOT APPLICABLE**

3. **EXECUTION**

3.1 **General**

- A. Under this Contract the **CONTRACTOR** shall furnish all labor, equipment, and materials and shall do all work as shown on the Plans, as specified, and as directed by the **ENGINEER**, in accordance with the obvious and expressed intent of the Contract to secure a complete remediation. In general, the work to be performed under this Contract and each Bid Item is described, but not limited to, the following sections.
- B. The quality of workmanship and materials entering into the work under this Contract shall conform to the requirements of the pertinent sections, clauses, paragraphs, and sentences, both directly and indirectly applicable thereto, in these Specifications, whether or not direct reference to such occurs in the Bid Items.
- C. No payment shall be made for work performed by the **CONTRACTOR** to replace defective work, work which is not shown in the Contract Documents, work outside the limits of the Contract, and additional work necessary due to the actions of the **CONTRACTOR**, unless approved in writing by the **ENGINEER**.
- D. The attention of the **CONTRACTOR** is called to the provisions of the Section 01520 regarding temporary utilities, and sanitary regulations.
- E. Items hereinafter listed may be described in detail in other sections of these Specifications.
- F. The attention of the **CONTRACTOR** is called to the fact that methods of execution must be selected to prevent any hazard or deterioration to existing site features and adjacent community.

- G. Sampling will be performed by the **CONTRACTOR** in areas and amounts as required or specified in the Bid Items and as directed by the **ENGINEER**.
- H. All samples collected during the remediation will be analyzed by a laboratory approved by the **ENGINEER**. The proposed laboratory shall be NYSDOH ELAP certified for the analytical work to be performed under this contract.
- I. All materials associated with the remediation work will be properly classified and disposed of in accordance with State and Federal regulations.

*** END OF SECTION ***

TABLE 01010 - 1 SOIL CLEANUP OBJECTIVES

Contaminant	Soil Cleanup Objective (mg/kg)
BENZENE	2.9
DICHLOROBENZENE	9.8 (1,4-DICHLOROBENZENE)
ETHYLBENZENE	30
TOLUENE	100
TRICHLOROETHENE	10
TOTAL XYLENES	100
ANILINE	0.1 (from TAGM 4046)
2-METHYLPHENOL (O-CRESOL)	100
BENZO(A)ANTHRACENE	1
BENZO(A)PYRENE	1
BENZO(B)FLUORANTHENE	1
BENZO(K)FLUORANTHENE	1
CHRYSENE	1
DIBENZO(A,H)ANTHRACENE	0.33
DI-N-BUTYLPHTHALATE	8.1 (from TAGM 4046)
FLUORANTHENE	100
INDENO(1,2,3-CD)PYRENE	0.5
PHENANTHRENE	100
PHENOL	100
PYRENE	100
PCBs (surface/subsurface > 2')	1/10
ARSENIC	16
BARIUM	350
CADMIUM	2.5
CHROMIUM	22/36 (hexavalent/trivalent)
COPPER	270
LEAD	400
MERCURY	0.81
ZINC	2200

SECTION 01011

PROJECT SUBMITTALS

1. General

1.1 Description

The **CONTRACTOR** shall prepare and submit plans and drawings as identified within table 1 to this section, listed below and as scheduled for **ENGINEER'S** and **DEPARTMENT's** review.

1.2 Project Plans

The **CONTRACTOR** shall submit the following plans for the Work:

A. Health and Safety Plan (Refer to Section X, SPEC 00003).

1. Health and Safety.
2. Decontamination of Equipment and Personnel.
3. Contingency Measures.
4. Community Air Monitoring.

B. Work Plan (Refer to Section 01010, Summary of Work).

1. Quality Control.
2. Sequencing of Work.
3. Soil Erosion and Control Measures (SWPPP).
4. Surface Water Runoff and Control Measures
5. Site Dust Control Measures
6. Dust Control and Maintenance Plan
7. Site Security
8. Monitoring Well Decommissioning Plan
9. Transportation Plan
10. Miscellaneous Requirements

C. Sampling and Analysis Plan (Refer to Section 01425).

1. Sampling Procedures.
2. Analytical Methods.
3. Quality Assurance Project Plan.

1.3 Shop Drawings

The following shop drawings are to be submitted:

1. Sequencing and Phasing Procedures.
2. Temporary Site Facilities.
3. Cleaning and Decontamination - Former CCA Treatment Building
4. Cleaning and Decontamination - Former Drip Pad Building

5. Culvert Replacement - Speonk-Riverhead Road
 6. Other drawings as requested by the ENGINEER.
- B. Additional shop drawings as required in the supplementary specifications as needed for clarification by the ENGINEER.

1.4. Other Submittals

- A. Major submittal requirements identified in other sections of the Specifications are listed below, however, this list is not inclusive of all submittal required elsewhere:
1. Progress Schedule Submittal.
 2. List of selected TSDFs.
 3. Waste manifest forms and bills of lading.
 4. Weigh Station tickets.
 5. Meteorological monitoring results.
 6. Security logs and tickets.
 7. Identification of backfill/soil grading material suppliers.
 8. Samples and grain size analysis of backfill/soil grading materials.
 9. Daily air monitoring logs and results.
 10. Laboratory results of documentation monitoring.
 11. Dust control and roadway maintenance plan.
 12. Sheet piling and shoring plan (if required).
 13. Well decommissioning plan.
 14. Transportation plan showing proposed truck routes.
 15. Storm Water Pollution Prevention Plan (SWPPP).
 16. Temporary waste water treatment plant plan (if used).
 17. All other submittal as required by the section(s) of these Specifications applicable to the Work being performed or as requested by the ENGINEER.

1.5 Submittals on Survey

- A. Drawings
1. Initial removal area delineation.
 2. Intermediate topographic maps.
 3. As-built topographic maps showing final grades, limits of re-graded area, and other details.
- B. Records
1. Adobe Acrobat 9.0 or higher compatible electronic files of surveys.
 2. Field Data
 3. Coordinate List
 4. Volume and other Quantity Calculations

1.6 Final Submittals

- A. The following Project record documents shall be submitted by the CONTRACTOR to the ENGINEER and Department prior to final completion of the contract:
1. One (1) set of all Site drawings, sketches and Specifications marked up by CONTRACTOR to show "as-built" conditions and key dimensions.
 2. Adobe Acrobat 9.0 (*.pdf) or higher compatible electronic files of all "as-built" drawings.
 3. Updated submittal register and listings of all plans, product data, catalog cuts, shop drawings, samples, test results and other information submitted to the ENGINEER during the course of the Project.
 4. Original laboratory test data including log books, instrument outputs, and calculations.
 5. Notarized copies of all warranties and guarantees.

Section 01011 - Table 1
Project Submittals:
NYSDEC - BB&S Treated Lumber Corporation Site

Section VIII General Conditions:

- 1.4.1 Interim Progress Schedule
- 1.4.2 Interim Shop Drawing/Material/Soil characteristic/Sample collection/Analytical Test Results
- 1.6 Proposed Progress Schedule (CPM/Schedule of Values/User Manual)
- 3.2 Copies of all permits/approvals for use of premises not furnished by Department under Section 3.1.
- 4.1 Performance/Labor/Material Payment Bonds
- 4.2.1 Certificates of Insurance including Endorsements
- 5.19 As Built Documents

Project Closeout

Record Drawings
Surveys
Air Monitoring Data
Disposal Records
Scale tickets
Closeout Permits
Security Records
Waiver of Liens
Certified Payrolls

Section X – Standard Specifications:

Section 00001 – Progress Schedule:

- 18.A Activity Reports to support CPM
- 19.A Narrative to substantiate CPM data
- 20.A Cost Data for inclusion in the CONTRACTORS Cost Report with each Progress Schedule update

Section 00003 Health and Safety:

- 1.1.2.C Notification of type, model and manufacturer of Safety Equipment specified under HASP
- 1.15.D.g Documentation Monitoring Results including map and
- 1.15.D.h “high risk” worker information

Section XI Supplementary Specifications:

Division 1

- 1.4.A.5 Work Site Layout
- 1.5.B.3 List of Proposed Subcontractors

Section 01011 Project Submittals:

5/14 Day Plan Submittals

- 1.2.A Health and Safety Plan (see Section 00003)
- 1.2.B Work Plan
- 1.2.C Sampling and Analysis Plan

Shop Drawings

- 1.3.A.1 Water Supply and Use Requirements
- 1.3.A.2 Temporary Site Facilities
- 1.3.A.5 Fencing/Padlocks
- 1.4.A.1 Progress Schedule (see Section VIII)
- 1.4.A.2 List of selected TSDFs (Treatment, Storage and Disposal Facilities)
- 1.4.A.3 Waste Manifest Forms and Bills of Lading
- 1.4.A.4 Weigh Station Tickets
- 1.4.A.5 Meteorological monitoring results
- 1.4.A.6 Security Logs and Tickets
- 1.4.A.7 Identification of backfill/soil grading material suppliers
- 1.4.A.8 Samples and grain size analysis of backfill/soil grading materials
- 1.4.A.9 Daily air monitoring logs and results
- 1.4.A.10 Lab results of documentation monitoring
- 1.4.A.11 Dust control and roadway maintenance plan
- 1.4.A.13 Well decommissioning plan
- 1.4.A.14 Sheeting/shoring plan
- 1.5.A.1 Survey Drawings delineating initial removal area
- 1.5.A.2 Intermediate topo maps
- 1.5.A.3 As Built topos showing final grades/regraded area limits/debris consolidation area limits
- 1.5.B.1 Acrobat 9.0 survey file (.pdf)
- 1.5.B.2 Field data
- 1.5.A.3 Coordinate list
- 1.5.A.4 Volume quantity calcs
- 1.6.A.1 Site drawings/specs/sketches to show “as built” conditions and key dimensions
- 1.6.A.2 Acrobat 9.0 versions of all “as built” drawings (.pdf)
- 1.6.A.3 Up to date submittal register
- 1.6.A.4 Original Lab test data
- 1.6.A.5 Notarized copies of all warranties and guarantees

Section 01026 Schedule of Values:

- 1.1.A Schedule of Values – Project Bid

Section 01040 Coordination:

- 1.2.1 Subcontractor List
- 1.2.2 Uniform Contracting Questionnaire
- 1.2.3 Biweekly Project Schedule Status Reports
- 1.2.4 Project Schedule updates
- 3.3 T&M Worksheet w/labor classes, materials/equipment and rates (if required)

Section 01050 Surveys:

- 1.3.1.A Initial Topographic Map
- 1.3.1.B Intermediate Drawings
- 1.3.1.C As-built Topographic Maps
- 1.3.2.A AutoCAD 2007 Survey Map, Acrobat 9.0 Survey Map (.pdf)
- 1.3.2.B Field Data including survey books/notes
- 1.3.2.C Coordinate List
- 1.3.2.D Quantity calculations

Section 01100 Decontamination Station:

- 2.3 Decon Pad shop drawings

Section 01400 Quality Control:

- 1.7.B.2 Sample Test Reports

Section 01425 Sampling:

- 3.1.C Analytical Results including QA/QC

Section 01520 Temporary Facilities and Controls:

- 2.1 Field Office Trailer
- 3.3.A.6 Staging Area shop drawing

Section 01540 Security:

- 1.1.I List of Authorized Persons
- 1.1.J Security Personnel Punch Cards or Tapes

Section 01560 Erosion and Surface Water Control:

- 1.3.2 Stormwater Pollution Prevention Plan

Section 01591 Field Offices:

- 1.5.A Office Facility Maintenance Plan

Section 01600 Access Roads:

- 1.03.A 2.75 lb samples of the proposed crushed stone paving material including recent gradation and modified proctor test results

Section 02140 Dewatering:

- 1.03 Dewatering Plan

Section 02223 Transportation and Disposal:

- 1.1.2.A Transportation Plan
- 1.1.2.B Disposal Facility Information
- 1.1.2.C Permits and Regulations, including but not limited to Trucks, Operators, Registrations, Insurance and emergency response contact numbers as per 6 NYCRR Part 364

Section 02920 Fill Materials, Topsoil, Seeding & Mulch:

- 1.1.3.A Name and location of each proposed source
- 1.1.3.B Certification from suppliers
- 1.1.3.C Samples
- 1.1.3.D Grain size analysis
- 1.1.3.E Atterberg Limits
- 1.1.3.F Moisture Density curve for approved fill material
- 1.1.3.G Compaction Testing Results
- 1.1.3.H Percent Nitrogen, Phosphorus, and Potash
- 1.1.3.I NYSDOT approved source or Department mining permits/documentation
- 1.1.3.J Proof that topsoil meets specifications
- 1.1.3.K Guaranteed analysis of seed mix
- 1.1.3.L Soil Supplement Certifications meeting requirements of NYS Ag and Marketing Law

Section XII Measurement for Payment:

- 1.1.A Bid Breakdown for Bid Item LS-1 Site Preparation per Section III Article 12
- 2.1.A Bid Breakdown for Bid Item LS-2 Former CCA Treatment Building and Floor Pit Modifications per Section III Article 12
- 3.1.A Bid Breakdown for Bid Item LS-3 Former Drip pad Concrete Floor Slab Restoration per Section III Article 12
- 4.1.A Bid Breakdown for Bid Item LS-1 Culvert Replacement per Section III Article 12
- 5.1.B Bid Breakdown for Bid Item LS-5 Dewatering per Section III Article 12
- 6.1.A Bid Breakdown for Bid Item LS-1 Removal/Disposal of Former CCA, Former Reverse Osmosis Treatment System, and Boiler Room Equipment per Section III Article 12
- 7.1.A Bid Breakdown for Bid Item LS-1 Geomembrane Apron per Section III Article 12
- 8.1.A Bid Breakdown for Bid Item UC-1 Site Services
- 9.1.A Bid Breakdown for Bid Item UC-2 Health and Safety Services not included in Item UC-1 above
- 10.1.C Bid breakdown for Bid Item UC-3A and UC-3B, Excavation of Non-Hazardous and Hazardous Soil and Debris

Section XIII Wage Rates and Associated Contract Requirements:

- 1) Original payrolls or transcripts
- 2) Updated prevailing wage rate schedule
- 3) Posting requirements
- 4) OSHA 10-hour construction safety and health course certifications
- 5) Application for dispensation of hours

Note:

The Work Plan and Shop Drawing Submittal List was prepared after a general review of the Contract Documentation. The CONTRACTOR is responsible for verifying the list for completeness and providing any submittals not included above.

* END OF SECTION *

SECTION 01026

SCHEDULE OF VALUES

1.1 GENERAL

- A. The Schedule of Values is an itemized list that establishes the value or cost of each part of the Work. It shall be used as the basis for preparing progress payments and may be used as a basis for negotiations concerning additional work or credits that may arise during the construction. Quantities and unit prices may be included in the schedule when approved by or required by the ENGINEER.

1.2 PREPARATION

- A. Schedule shall show breakdown of labor, materials equipment and other costs used in preparation of the Bid.
- B. Costs shall be in sufficient detail to indicate separate amounts for each Section of the Specifications.
- C. Schedule of Values shall be prepared on 8-1/2-inch by 11-inch white paper.
- D. Use Table of Contents of the Specifications as basis for Schedule format and identify each item with number and title in the Table of Contents. List sub-items of major products or systems as appropriate or when requested by ENGINEER.
- E. When requested by ENGINEER, support values with data that will substantiate their correctness.
- F. The sum of the individual values shown on the Schedule of Values must equal the total Contract Price.
- G. Each item shall include a directly proportional amount of the CONTRACTOR's overhead and profit.
- H. Schedule shall show the purchase and delivery costs for materials and equipment that the CONTRACTOR anticipates he shall request payment for prior to their installation.

1.3 SUBMITTAL

- A. Submit an interim schedule of values in accordance with Section VIII - General Conditions to ENGINEER for review and approval before commencing Work on the site but no later than 10 days after Notice of Award.
- B. Submit a proposed schedule to finalize the interim schedule in accordance with Section VIII General Conditions no later than 20 days after started work at the site.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

* END OF SECTION *

SECTION 01040

COORDINATION

1. GENERAL

1.1 Description

This section includes: requirements for contractor coordination, subcontractor approvals and project schedule status and updating.

1.2 Submittals

Submit the following in accordance with Section VIII, Article 5.23-5.29, "Shop Drawings and Samples." and Section 01340.

1. Subcontractor List: submit for review and approval. This list shall be updated and submitted each time a new subcontractor is proposed for employment on the project (see section VIII, article 5.8.1).
2. Uniform Contracting Questionnaire: submit in accordance with instructions in Section V, Article 2(e). Submit properly executed New York State Uniform Contracting Questionnaire for subcontracts valued at greater than \$10,000. The **DEPARTMENT** requires a minimum of two (2) weeks to review.
3. Project Schedule Status Reports: submit biweekly 48 hours prior to project meetings.
4. Project Schedule Updates: submit proposed updates for approval prior to updating the project schedule.

2. PRODUCTS

2.1 Subcontractor List

The **CONTRACTOR** shall submit a complete list of proposed subcontractors (including disposal facilities) identifying name, address, telephone number, contact, type of work to be subcontracted, dollar amount and M/WBE status. No subcontractors can begin work without the prior written approval of the **DEPARTMENT**.

2.2 Project Schedule Status Reports and Updates

Project Schedule status reports shall be based on the current approved Project Schedule and shall show the previous two weeks and succeeding two weeks as of the corresponding project meeting date. The schedule shall be updated for actual progress. Project schedule updates shall be in accordance with Section X, Spec 00001.

3. EXECUTION

3.1 Schedule

The **CONTRACTOR** shall be solely responsible for the coordination of schedules for any and all of his subcontractors. The **ENGINEER** shall approve all schedules and the **CONTRACTOR** shall coordinate with the **ENGINEER** to make any appropriate changes to the schedule.

The **CONTRACTOR** shall cooperate with the **ENGINEER'S** review of the project schedule and promptly furnish the **ENGINEER** with such data as may be requested in accordance with **ENGINEER's** review of the project schedule and incorporate required revisions.

It shall be the duty of the **CONTRACTOR** to conform to the specified schedule and to arrange his work in such a manner that it will be completed within the time limits indicated.

The **CONTRACTOR** shall coordinate his letting of subcontracts (if any), material purchases, and delivery of materials and sequence of operations to conform to the schedule and shall furnish proof of same as required by the **ENGINEER**.

See Section X, Specification 00001 for further requirements.

3.2 Shop drawings, Product Data and Samples

The **CONTRACTOR** shall coordinate a list of required submittal packages with the **ENGINEER** prior to any submittals being made, beyond those described in Section III, Article 5 as Required Bid Submittals.

The **CONTRACTOR** shall coordinate with the **ENGINEER** the transmittal form and content prior to any submittals.

3.3 Time and Material (T&M) Work

If T&M work is initiated, the **CONTRACTOR** shall submit labor classes, materials and equipment, along with associated rates for time and material work to the **ENGINEER** for review and approval.

The **ENGINEER** and **CONTRACTOR** shall agree on the format of a time and material work sheet prior to initiating any T&M work.

ENGINEER'S and **CONTRACTOR'S** field representatives will sign a T&M summary worksheet on a daily basis. Signatures from field representatives do not represent that the work shown is an extra or that rates are acceptable; rather, it is merely to document that the materials, labor and equipment shown were in fact used for the work in question.

Agreements for additional costs (if any) will be formalized in a change order in accordance with the terms of the Contract Documents.

Daily T&M worksheets without the signature of the **ENGINEER'S** representative will not be the basis for a claim for additional compensation. The **CONTRACTOR** is solely responsible for the costs arising from the **CONTRACTOR'S** own inefficiencies.

*** END OF SECTION ***

SECTION 01050

SURVEYS

1. GENERAL

1.1 References

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION - NYSDOT Spec.,
Standard Specifications --- Construction and Materials (Latest Edition)

1.2 Related Sections

Section 01050, Appendix A

1.3 Submittals

Submit the following in accordance with Section VIII, Article 5.23 - 5.29, "Shop Drawings and Samples", and Section 01340. The submittals described below are minimum requirements for surveying. Additional surveys needed to document quantities for payment will also be performed as directed by the ENGINEER.

1.3.1 Drawings

A. Initial topographic map

Provide topographic maps of site property, property boundary survey, excavation limits and utilities prior to site disturbance. Show surveyed locations of all pre-characterization samples.

B. Intermediate drawings

Provide an intermediate survey drawing delineating the area and depth of all excavations prior to backfilling and the location of all confirmatory soil sample points, upon completion of all rough shaping and grading and prior to placement of cover materials. Also show all installed utilities (water, sanitary sewer and storm sewer), including inverts at all changes in vertical alignment.

C. As-built topographic maps

Upon completion of the final backfill materials and restoration of all disturbed surfaces.

1.3.2 Records

- A. AutoCAD 2007, and Adobe Acrobat 9.0, or higher compatible electronic files of all surveys (provide data in electronic format - CD ROM).
- B. Field Data

Original final survey book (hard bound) upon completion of each phase of survey work. Include all field notes, notations, and descriptions used and compiled during the field survey. Photocopies or carbon copies are not acceptable.
- C. Coordinate List

Final coordinate list of all survey points with specific coordinates and elevations.
- D. Quantity Calculations

All calculations required to support requests for payments and verifications of volumes, areas, and lengths involved.

2. PRODUCTS

Provide in accordance with NYSDOT Specification Section 626, or latest revision.

3. EXECUTION

3.1 General

- A. The following surveys must be conducted during the project, and will form the basis of measurement for payment of most cubic yard, linear foot, and square foot pay items:
 - 1. An initial site survey to establish and verify existing site conditions, and to properly lay out the work as shown on the Drawings.
 - 2. Spot elevations and locations shall be established and surveyed as necessary to ensure that work is installed to the grades shown on the Drawings, including spot elevations of any drainage structures.
 - 3. Following soil/waste excavations, the limits shall be surveyed to document the volumes of material that have been removed, as a base survey for measurement of materials. This survey shall include the locations and elevations of all final verification samples which were the basis of limiting further excavations.

4. Well locations and there corresponding elevations of the top of casing shall be surveyed in.

- B. All work in this section shall be performed by a licensed professional land surveyor registered to practice in the State of New York.

3.2 Horizontal and Vertical Control

Horizontal and vertical control points shall be referenced to the permanent site control monuments to an accuracy of one part in ten thousand. Provide control points at each location of work using closed traverse and leveling loops.

Provide grade and offset stakes to control the location and depth of excavation and fill. Survey the location and elevation of all excavation and fill limits to document the areas remediated.

3.3 As-built Topographic Maps

Reproducible base map at a scale of 1 inch = 40 feet, maximum with 1-foot elevation contours upon which the **CONTRACTOR** shall plot the required survey information for each required submittal.

Mapping shall conform to the National Map Accuracy Specifications and shall bear the seal of a licensed professional land surveyor registered in New York. Map shall contain a title block with the name and address of the **CONTRACTOR** and the seal and signature of the registered surveyor. As-built drawings shall include labeled contour lines, property line locations, horizontal grid systems, cross-sections and details modified to show “as-built” conditions, details and cross-sections not on original drawings, and any field changes of elevations, dimensions, and details.

Indicate locations of physical features on the site including: utilities, roadways, culverts, manholes, utility poles, fences, gates, drainage ditches, monitoring wells, piezometers, leachate pipes, tanks, bench marks and other significant items.

Indicate on a separate drawing: excavation limits and verification sampling points.

3.4 Coordinate List

Compute the coordinates of each surveyed point on the New York State Plane Coordinate System using the 1983 North American Datum. The elevations shall be on the National Geodetic Vertical Datum.

3.5 Site Control

Provide one permanent site control monument with elevations referenced to a National Geodetic Vertical Datum (NGVD) benchmark and coordinates referenced to the New York State Plane (NAD 83) Datum. The monument locations and elevations shall meet the Federal Geodetic Control Committee Standard for second order (horizontal and vertical). Final locations will be reviewed by the **ENGINEER** for acceptability.

3.6 Survey Notes

Record all field work in a clear, legible, and complete manner. The Field Notes shall contain a complete description of the nature and location of the new and existing points. The record shall also include a sketch of the point locations, and the monument witness points.

3.7 Utilities

Scan the construction site with electromagnetic or sonic equipment, and mark the surface of the ground where existing underground utilities are discovered. Verify the elevations of existing pipe, utilities, and any type of underground obstruction not indicated or specified to be removed but indicated or discovered during scanning in locations to be traversed by piping, ducts and other work to be installed. Verify elevations before installing new work closer than nearest manhole or other structure at which an adjustment in grade can be made.

Record locations and elevations of all utilities.

3.8 Survey Checks

Provide the Engineer with survey, level, tripod, rod and measuring tape to perform survey checks of the work. Provide an individual to assist Engineer in performing survey checks.

3.9 Additional Requirements

See Appendix A to this Section for additional survey requirements. These requirements are for the final survey only.

*** END OF SECTION ***

SECTION 01050 - SURVEYS

APPENDIX A

FINAL SURVEY REQUIREMENTS

The final survey map must meet the following requirements:

- * The survey must bear the name, address, telephone number, and signature of the professional land surveyor who performed the survey, his or her official seal and registration number, the date the survey was completed, the dates of all of the surveyor's revisions and the caption "ALTA/ACSM (American Land Title Association/American Congress on Surveying and Mapping) Land and Title Survey".
- * The survey must be certified to New York State – Department of Environmental Conservation;
- * The survey boundaries must be drawn to a convenient scale, with that scale clearly indicated. A graphic scale, shown in feet and meters, must be included.
- * The symbols and abbreviations that are used on the survey must be identified by the use of a legend.
- * Diagrams must be accurately presented.
- * The point of beginning of the legal description must be shown.
- * The legal description must be correct.
- * The legal description must state the acreage.
- * If the record bearings/angles/distances differ from the measured bearings/angles/distances, both must be indicated on the survey.
- * The record description must indicate it if it fails to show a mathematically closed figure.
- * The survey must show the identifying titles of all recorded/filed maps with their appropriate recording data, filing dates and map numbers, and the lot, block, and section numbers/letters of the surveyed premises.
- * Contiguity, gores and overlaps along the exterior boundaries of the surveyed premises, or interior to those exterior boundaries must be clearly indicated.
- * If only a portion of a recorded lot or parcel is included in the survey, the balance of the lot or parcel must be indicated.
- * If there are some recognizable landmarks on the site, the survey must clearly depict them.
- * The survey must depict all evidence of monuments (including those monuments found beyond the surveyed premises on which establishment of the corners of the surveyed premises are dependent.)
- * The survey must show the location of all buildings upon the surveyed property with their locations defined by measurements perpendicular to the nearest perimeter boundaries.
- * If there are no buildings, the survey must state "no buildings".
- * The survey must show all easements with their recording information.
- * The survey must show all observable evidence of easements and or servitudes (such as those created by roads, right-of-way, water courses, drains, telephone, telegraph, or electric lines, water sewer, gas cable lines or oil or gas pipelines, on or across the surveyed property and on adjoining properties if they appear to affect the surveyed property.
- * The survey must note any "blanket floating" or otherwise undefined or unlocated easements.
- * The survey must show indications of underground easements and/or servitudes
- * The survey must show any easements of record which may, based upon their location or use, impair or otherwise limit proposed development.

- * The survey must depict the location of visible improvements within five feet of each side of boundary lines
- * The survey must indicate all encroaching structural appurtenances and projections by or on adjoining property or on abutting streets, on any easement over setback lines with the extent of such encroachment or easement;
- * The survey must provide a path of legal access for ingress and egress to and from the site for the Grantee, its agents, employees or other representative of the State to use to access the Site;
- * The survey must note the measured and record distances from corners of parcels surveyed to the nearest right of way lines of streets;
- * For streets and highways abutting the property surveyed, the survey must provide the name, width and location of pavement relative to the nearest boundary line of the surveyed property;
- * The survey must show ponds, lakes, springs, or rivers bordering on or running through the surveyed property;
- * If the property that is surveyed contains a natural water boundary, the survey must measure the location of the boundary and note on the survey the date of the measurement.
- * The survey must correctly depict the area(s) of restricted use zones; wetlands;
- * The survey must correctly depict the area affected by engineering controls with corresponding metes & bounds with acreage, measurements with description of the engineering control for example OU 1, OU 3, OU 4 or Soil Management Plan Area, Clean fill, Concrete, Demarcation Layer, area not under environmental control, Asphalt or building structures, etc.,
- * The survey must correctly depict the environmental easement area with corresponding metes & bounds description and acreage.
- * If the survey consists of more than one sheet, sheets must be numbered and the total number of sheets must be indicated on each sheet;
- * The record title description of the surveyed tract and any new description prepared by the surveyor must appear on the face of the survey.

**Please note: This list is not exhaustive and is subject to change.
Additional information may be required on a case by case basis.**

SECTION 01061

OPERATIONS IN HIGHWAY RIGHTS-OF-WAY

PART I - GENERAL

LI SCOPE

- A. CONTRACTOR shall obtain all necessary permits, arrange all inspections required by the State and Village, and pay all charges. CONTRACTOR shall conform with all applicable State and Town of Southampton Highway Department rules and regulations.
- B. Work may be installed by the open cut method; however, traffic flow shall be maintained. CONTRACTOR shall submit for approval a description of the method for all work within highway rights of way.
- C. CONTRACTOR shall take all means necessary to prevent accidents. Sufficient flagmen, barricades, lights, signs and all other precautions necessary shall be furnished to provide safe conditions.
- D. Work shall be located as shown, and CONTRACTOR shall install materials, pipe, fittings, etc. that are required. All necessary supplies shall be on hand to expedite the work and prevent unnecessary delay.
- E. Pavement: When backfill is stabilized in accordance with Town of Southampton Highway Department requirements and these Specifications, CONTRACTOR shall replace the street pavement and base with pavement of similar type and equal thickness to the pavement that was removed. This pavement and base shall be constructed in complete accordance with the requirements of the State or Town of Southampton Highway Department.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

****END OF SECTION****

SECTION 01100

DECONTAMINATION STATION

1. GENERAL

1.1 General Requirements

The **CONTRACTOR** shall construct a decontamination pad(s) at the site. The decontamination pad(s) shall be equipped with a drain system and holding tank on a properly graded area that has no deleterious material. The **CONTRACTOR** shall obtain and analyze one five point composite soil sample taken 0-6" below the area where the decontamination pad(s) is (are) to be built and one five point composite soil sample taken 0-6" below the area after the pad(s) has (have) been dismantled, as directed by the **ENGINEER**. The cost associated with the samples shall be included in the site preparation cost. Sampling and analysis of the composite samples shall be in accordance with Section 01425 (Article 1.1.C) and paid under bid item LS-1 (Site Preparation).

1.2 Related Sections

- A. All Plans and provisions of the Agreement, including Amendments and Specific Conditions and other Division 1 sections, apply to the work of this section.
- B. Other related sections include:
 - 1. Section X - SPEC 00003 Minimum Requirements for Health and Safety.
 - 2. Section 01100 - Exhibit 1
 - 3. Section 01520 Temporary Facilities and Controls.
 - 4. Section 02140 Dewatering
 - 5. Section 02223 Transportation and Disposal.

1.3 Submittals

Shop drawings of the decontamination pad shall be submitted to the **ENGINEER** for approval.

- 1.4 The **CONTRACTOR** shall regularly containerize, characterize, stage, and transport all generated decontamination water and sediments offsite for disposal at a licensed and permitted facility. Decontamination water can also be treated onsite at the temporary water treatment system (if the **CONTRACTOR** has established a temporary water treatment system at the site; see Section 02140-Dewatering). The **CONTRACTOR** shall clean the decontamination pad after daily use. No

contamination shall be left behind. The **CONTRACTOR** will be required to dismantle, remove, properly dispose of the pad(s), and sample below the pad(s) following demobilization at their own expense. All costs associated with these tasks shall be included under Payment Item LS-1, Site Preparation.

2. PRODUCTS

See related Sections.

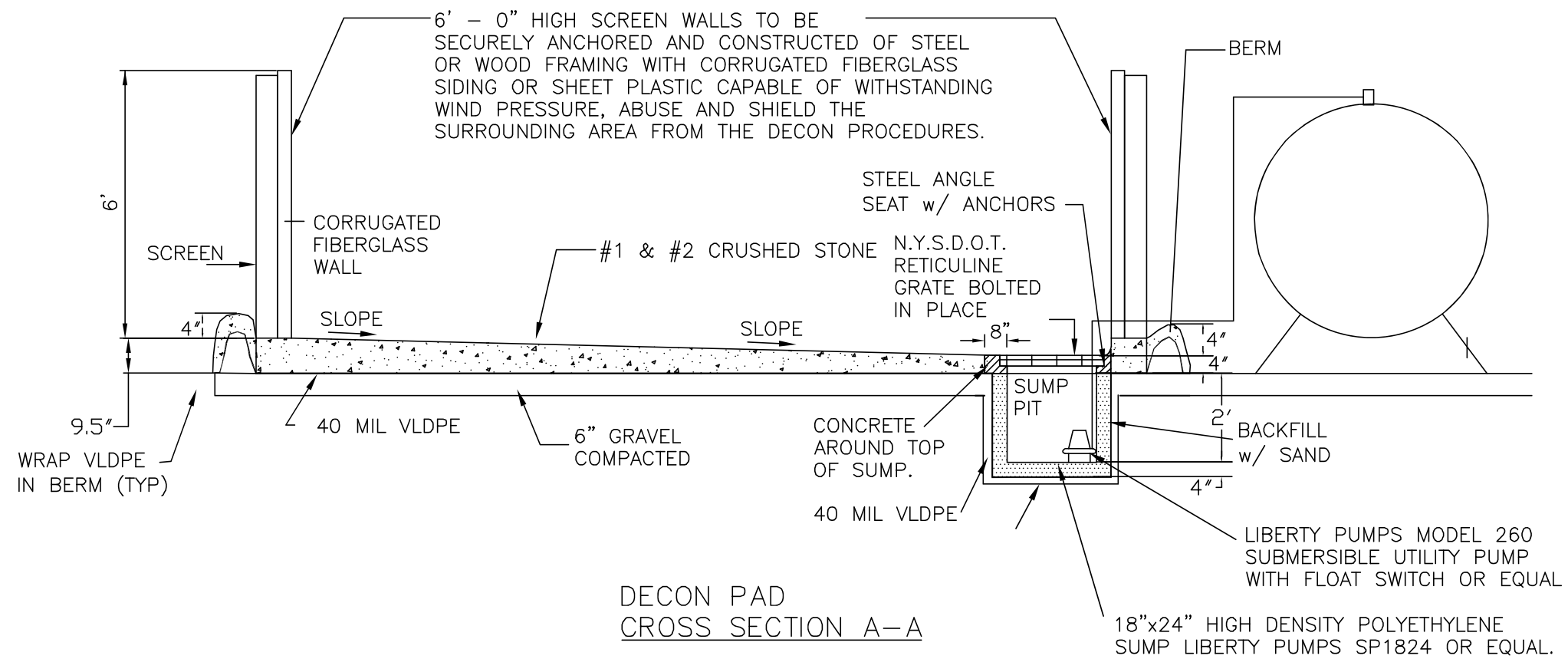
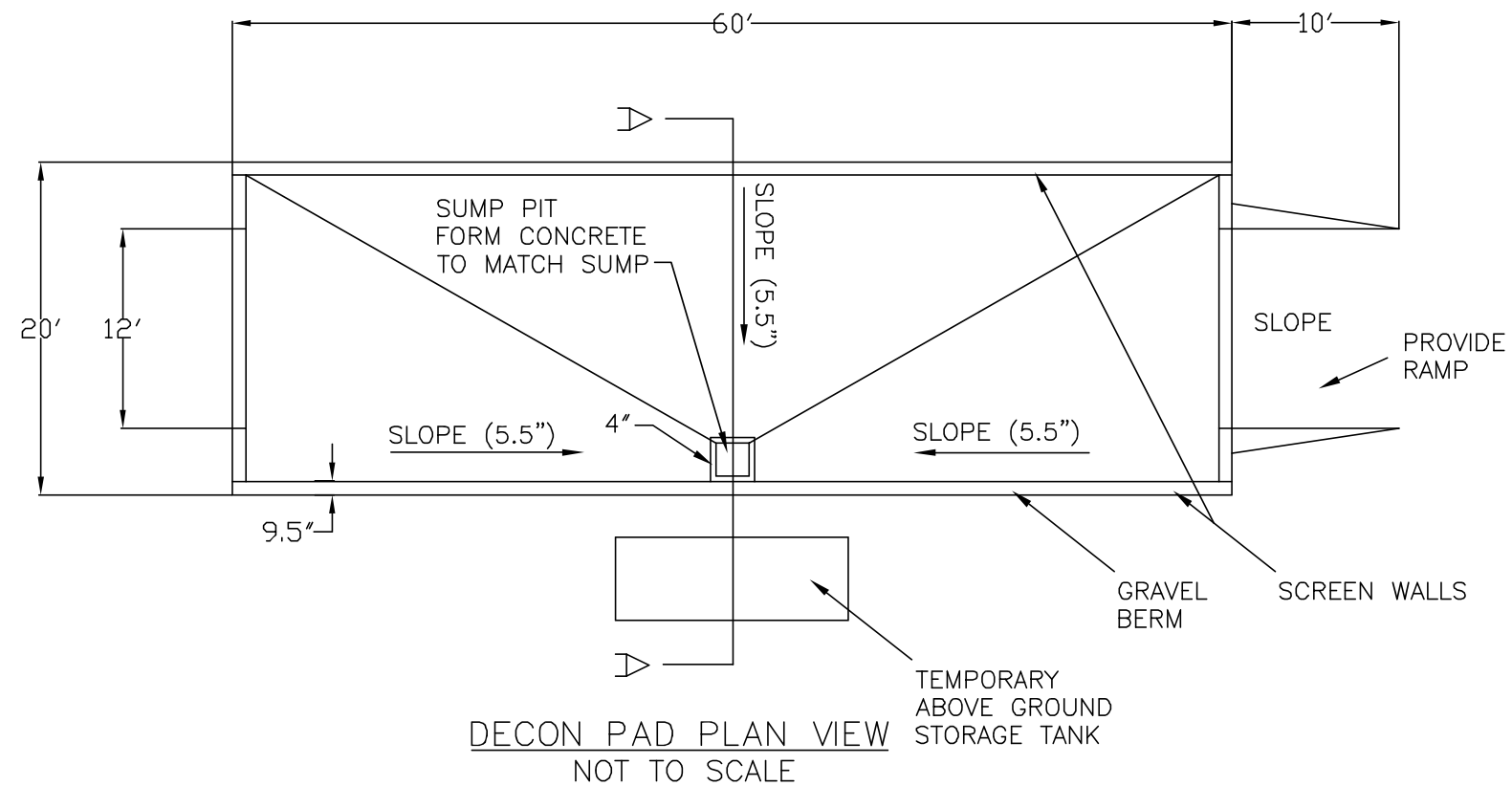
3. EXECUTION

A. The **CONTRACTOR** shall be responsible for the provision of an adequately equipped decontamination pad(s) which shall meet the following requirements, Exhibit 1 appended to this specification:

1. Adequate dimensions to contain wash water and debris from the largest sized vehicles to be utilized in this contract. All vehicles and construction equipment leaving a contaminated zone shall be decontaminated.
2. Perimeter to be curbed and provided with splash guards.
3. A 40 mil impervious HDPE membrane is required to prevent seepage into the ground.
4. Sumps, pumping facilities, and temporary storage facilities to be adequate for anticipated use.
5. Temporary storage facility may be mobile tankers or suitable fixed tanks. There should be provisions in-place to prevent liquid inside tanks from freezing. Fixed tanks shall be located within secondary containment areas capable of containing 100% of the tank capacity, or 110% of the largest tank where the secondary containment area holds more than one tank. The secondary containment area shall have a permeability of not more than 1.0×10^{-7} cm/sec.
6. Previously non-contaminated areas are not to be contaminated during remedial activities. This may require the construction and use of multiple decontamination pads.
7. The **CONTRACTOR** shall place a minimum of six (6) inches of sand/gravel under the decontamination pad.
8. There shall be side wall panels, six (6) feet high minimum on two sides to prevent over spray.

- B. Upon completion of the Area Work, the CONTRACTOR will remove, and properly dispose of, all decontamination stations utilized by the CONTRACTOR and shall do all necessary earthwork and grading to restore the areas disturbed to their original condition or to such other improved condition as directed by the ENGINEER.

*** END OF SECTION ***



SECTION 01340

SHOP DRAWING PROCEDURES

1.1 GENERAL

- A. Shop Drawing procedures shall conform to requirements of Articles 5.23 – 5.29 of Section VIII, General Conditions and as described in this Section.

1.2 PROCEDURE

- A. Submit Shop Drawings to ENGINEER. Submit additional copy to the Resident Project Representative at address provided by ENGINEER.
- B. A letter of transmittal shall accompany each submittal. If data for more than one Section of the Specifications is submitted, a separate transmittal letter shall accompany the data submitted for each Section.
- C. At the beginning of each letter of transmittal, provide a reference heading indicating the following:
 - 1. Owner's Name: _____
 - 2. Project Name: _____
 - 3. Contract No.: _____
 - 4. Transmittal No.: _____
 - 5. Section No.: _____
- D. If a Shop Drawing deviates from the requirements of the Contract Documents, CONTRACTOR shall specifically note each variation in his letter of transmittal.
- E. All Shop Drawings submitted for approval shall have a title block with complete identifying information satisfactory to ENGINEER.
- F. All Shop Drawings submitted shall bear the stamp of approval and signature of CONTRACTOR as evidence that they have been reviewed by CONTRACTOR. Submittals without this stamp of approval will not be reviewed by ENGINEER and will be returned to CONTRACTOR. CONTRACTOR's stamp shall contain the following minimum information:

Project Name: _____

CONTRACTOR'S Name: _____

Date: _____

-----Reference-----

Item: _____

Specifications:

Section: _____

Page No.: _____

Para. No.: _____

Drawing No.: _____ of _____

Location: _____

Submittal No.: _____

Approved By: _____

- G. A number shall be assigned to each submittal by CONTRACTOR starting with No. 1 and thence numbered consecutively. Resubmittals shall be identified by the original submittal number followed by the suffix "A" for the first resubmittal, the suffix "B" for the second resubmittal, etc.
- H. CONTRACTOR shall initially submit to ENGINEER a minimum of 6 copies of all submittals that are on 8-1/2-inch by 11-inch or smaller sheets, and one unfolded copy for all submittals on sheets larger than 8-1/2-inch by 11-inch. The Resident Project Representative shall receive one copy only of each submittals which will be stamped "Preliminary - Not For Construction."
- I. After ENGINEER completes his review, Shop Drawings will be marked with one of the following notations in Accordance with Section VIII – Cement Conditions, Article 5.27
 1. Approved.
 2. Approved as Noted.
 3. Resubmit. with Revisions.
 4. Disapproved.
- J. If a submittal is acceptable, it will be marked "Approved" or "Approved as Noted". Four prints or copies of the submittal will be returned to CONTRACTOR.
- K. Upon return of a submittal marked "Approved" or "Approved as Noted", CONTRACTOR may order, ship or fabricate the materials included on the submittal, provided it is in accordance with the corrections indicated.
- L. If a Shop Drawing marked "Approved as Noted" has extensive corrections or corrections affecting other Drawings or Work, ENGINEER may require that CONTRACTOR make the corrections indicated thereon and resubmit the Shop Drawings for record purposes. Such drawings will have the notation, "Approved as Noted - Resubmit."

- M. If a submittal is unacceptable, 2 copies will be returned to CONTRACTOR with one of the following notations:
 - 1. "Resubmit with Revisions"
 - 2. "Disapproved"
- N. Upon return of a submittal marked "Resubmit with Revisions", CONTRACTOR shall make the corrections indicated and repeat the initial approval procedure. The "Disapproved" notation is used to indicate material or equipment that is not acceptable. Upon return of a submittal so marked, CONTRACTOR shall repeat the initial approval procedure utilizing acceptable material or equipment.
- O. Any related Work performed or equipment installed without an "Approved" or "Approved as Noted" Shop Drawing will be at the sole responsibility of the CONTRACTOR.
- P. Shop Drawings shall be submitted well in advance of the need for the material or equipment for construction and with ample allowance for the time required to make delivery of material or equipment after data covering such is approved. CONTRACTOR shall assume the risk for all materials or equipment which are fabricated or delivered prior to the approval of Shop Drawings. Materials or equipment will not be included in periodic progress payments until approval thereof has been obtained in the specified manner.
- Q. ENGINEER will review and approve or disapprove Shop Drawings and samples within 14 days of receipt from CONTRACTOR process all submittals promptly, but a reasonable time should be allowed for this, for the Shop Drawings being revised and resubmitted, and for time required to return the approved Shop Drawings to CONTRACTOR.
- R. It is CONTRACTOR'S responsibility to review submittals made by his suppliers and Subcontractors before transmitting them to ENGINEER to assure proper coordination of the Work and to determine that each submittal is in accordance with his desires and that there is sufficient information about materials and equipment for ENGINEER to determine compliance with the Contract Documents. Incomplete or inadequate submittals will be returned for revision without review.
- S. CONTRACTOR shall furnish required submittals with complete information and accuracy in order to achieve required approval of an item within two submittals, in accordance with Article 5.27.3 of Section VIII, General Conditions. All costs to ENGINEER involved with subsequent submittals of Shop Drawings, Samples or other items requiring approval, will be backcharged to CONTRACTOR, at the rate equal to the ENGINEER's charges to the DEPARTMENT under the terms of the ENGINEER's agreement with the DEPARTMENT. In the event CONTRACTOR fails to pay such costs within 30 days after receipt of an invoice from DEPARTMENT, funds will be withheld from payment requests and at the completion of Work, a Change Order or proposed Change Order will be issued incorporating the unpaid amount, and DEPARTMENT will be entitled to an appropriate decrease in Contract price. In the event that CONTRACTOR requests

a substitution for a previously approved item, all of ENGINEER'S costs in the reviewing and approval of the substitution will be backcharged to CONTRACTOR unless the need for such substitution is beyond the control of CONTRACTOR.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

*** END OF SECTION ***

SECTION 01400

QUALITY CONTROL

1. GENERAL

1.1 Section Includes

- A. Quality assurance and control of installation.
- B. References and Standards.
- C. Tolerances.
- D. Field samples.
- E. Inspection and testing services.
- F. Testing by **CONTRACTOR**.
- G. Manufacturers' field services and reports.

1.2 Related Sections

Section 01011 - Project Submittals.
Section 01425 - Sampling

1.3 Quality Assurance/Control

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- D. Should manufacturers' instructions conflict with Contract Documents, request clarification from **ENGINEER** before proceeding.
- E. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- F. Perform work by persons qualified to produce workmanship of specified quality.
- G. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.4 References and Standards

- A. Conform to reference standard by date of issue current on date for receiving bids, except where a specific date is established by code.
- B. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- C. Should specified reference standards conflict with Contract Documents, request clarification from **ENGINEER** before proceeding.

1.5 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.

1.6 Field Samples

- A. Furnish field samples at the site as required by individual Specification Sections for review, and as required by Section 01425.
- B. Acceptable samples represent a quality level for the Work.
- C. Where field sample is specified in individual Sections to be removed, clear area after field sample has been accepted by **ENGINEER**.

1.7 Testing by Laboratory Services

- A. **CONTRACTOR** shall employ and pay for the services of an independent testing firm, acceptable to Department and **ENGINEER**, to perform tests.
- B. Independent testing firm shall:
 - 1. Perform tests and other services specified in the individual Specification Sections and as required by **ENGINEER** and **DEPARTMENT**.

2. Prepare and submit reports to the **CONTRACTOR** and **ENGINEER**, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents. Submit sample test reports.
 3. Submit DUSR reports to **ENGINEER** for all test reports. **ENGINEER** will not recommend payment for sampling and analysis under payment item UC-8 until DUSR reports are submitted and indicate that the data is valid and useable.
- C. **ENGINEER** will forward copy of report(s) to **DEPARTMENT**.
- D. **CONTRACTOR** shall:
1. Cooperate with independent firm; furnish samples of materials; furnish design mix, equipment, tools, storage and assistance as requested.
 2. Notify **ENGINEER** and independent firm 48 hours prior to expected time for operations requiring services.
 3. Make arrangements with independent firm and pay for additional samples and tests required for **CONTRACTOR**'s own use.
- E. Retesting required because of non-conformance to specified requirements shall be performed, on instructions by the **ENGINEER**, by the same independent firm which performed the initial tests and inspections.
- F. Payment for retesting will be the **CONTRACTOR**'s cost with no change in the contract price.

2. PRODUCTS

Not used.

3. EXECUTION

Not used.

END OF SECTION

Table 01400-1
Soil and Treated Excavation Water Sample Requirements

Parameter	Sample Analysis	Sample Type	Sample Frequency	QA/QC Frequency	Required Turn Around Time	Level of Reporting	Data Validation Required?
Confirmatory Soil Samples - Metals							
Arsenic & Chromium (AS & Cr)	SW - 846 EPA Method 6010	Grab	One per 30'x30' Grid Node (Bottom) One per 30 linear feet perimeter sidewall One per 30 linear feet interior sidewall (Each 2 foot sidewall additional increase depth) One per 30 linear foot along Northern & Eastern BB&S property lines (Bottom)	Dup/MS/MSD One per 20 samples	24 Hour	NYS Category B	DUSR
Chromium (Cr ⁺⁶)	SW - 846 EPA Method 7196 .	Grab					
Characterization Soil Samples - Metals (Minimum)							
TCLP Metals	SW - 846 EPA Method 6010	Grab	One per 500 ton	Duplicate One per 20 samples	1 Week	NYS Category B	DUSR
Confirmatory Treated Water Samples							
Arsenic & Chromium (AS & Cr)	SW - 846 EPA Method 6010	Grab	During 1st Day of Dewatering Weekly Thereafter	None	24 Hour	NYS Category A	None
Chromium (Cr ⁺⁶)	SW - 846 EPA Method 7196						

Notes:

1. DUSR = NYSDEC Data Usability Summary Report
2. Turn-Around-Time is the amount of time between submittal of samples to the analytical laboratory and receipt of analytical results.
3. The DUSR shall be completed by an independent data validator.
4. Standard level of reporting shall consist of a summary of laboratory results, laboratory QA/QC results, and a copy of the chain-of custody submitted to the laboratory with the samples.
5. Contractor responsible for any additional waste characterization analysis required by disposal facility.

SECTION 01425

SAMPLING

1. GENERAL

1.1 Description

- A. The **CONTRACTOR** shall collect, preserve, handle, transport, analyze, and report results in writing of the analyses of characterization and confirmatory samples.
- B. The pre-determined excavation limits shown on the plans are based on the results of the sampling done by the **DEPARTMENT** during the remedial investigation and design. Based on these results, the **DEPARTMENT** estimated the area and depth of excavation for the in-place characterization of excavated soil as hazardous and non-hazardous. Additional sampling needs to be performed to fill in certain gaps in the confirmatory sampling, as well as to satisfy the off-site landfill requirements (if any); this sampling shall be done by the **CONTRACTOR** at its own cost.
- C. The **CONTRACTOR** shall collect confirmatory samples from the excavations as described in these specifications, and as directed by the **ENGINEER** to confirm the extent of contamination and to allow the **ENGINEER** to verify the limits of excavation. Confirmatory samples will be collected to meet the following frequency:
 - (1) Confirmatory samples shall be collected on the floor of each excavation area and sub-area at a rate not to exceed one sample per 900 square feet. A minimum of one floor sample shall be taken at each depth interval for stepped excavations.
 - (2) Confirmatory samples shall be collected every 30 linear feet along the sidewalls of excavation areas and sub-areas where the excavation depth changes 2 or more feet. Samples shall be collected at mid depth of the excavation sidewall.
 - (3) For excavation areas shallower than 2 feet deep, sidewall samples will not be required. However, samples shall be collected at the base of the excavations, at a spacing of 30 linear feet along the excavation perimeter. In these cases, the samples will serve as both bottom and sidewall samples.
 - (4) Confirmatory samples shall be collected at a spacing of 30 linear feet along the property boundary line for excavations on properties bordering the BB&S property.
 - (5) The **CONTRACTOR** shall submit all post-excavation confirmatory samples to an Environmental Laboratory Accreditation Program (ELAP) approved laboratory for analysis.

Arsenic and total chromium concentrations shall be measured by SW-846 Method 6010b and hexavalent chromium by SW-846 method 7196. All samples shall be analyzed on an expedited 24-hr. TAT to confirm that soil cleanup objectives have been achieved, or to determine if additional excavation is necessary.

- D. For any confirmation sample results exhibiting contaminant levels higher than the site clean-up objectives (SCOs), additional material may be removed, as directed by the **DEPARTMENT/ENGINEER**. The extent of the additional excavation shall be as directed by the **ENGINEER**. The **CONTRACTOR** shall analyze the confirmatory sample(s) for the following SCOs onsite and offsite remedial excavations:
- (1) Onsite Soils (On BB&S Property):
Total Chromium - 50 ppm
Hexavalent Chromium - 19 ppm
Arsenic - 16 ppm
 - (2) Offsite Soils (Outside BB&S Property):
Total Chromium - 30 ppm
Hexavalent Chromium - 1 ppm
Arsenic - 13 ppm
Trivalent Chromium – 30 ppm
- E. Confirmation sample results shall be provided to the **ENGINEER** within 24 hours (1 working day) after samples are retrieved. Waste characterization sample results shall be provided to the **ENGINEER** within 7 calendar days after samples are retrieved.
- F. Areas of additional excavation shall be re-sampled, in accordance with the requirements above.
- G. All sample locations shall be surveyed in accordance with the requirements of Section 01050, and shall be included in the As-Built Drawings.
- H. The **CONTRACTOR** shall utilize EPA Method SW6010/7471 for metals, as specified herein and as directed by the **ENGINEER**, for the analysis of confirmatory samples.
- I. The **CONTRACTOR** shall collect waste characterization samples in-situ, or from staged stockpiles to satisfy the off-site landfill requirements, as directed by the **ENGINEER**.
- J. The **CONTRACTOR** shall provide all drilling and sampling equipment deemed necessary to collect the specified samples. If non-dedicated sampling equipment is utilized, decontamination by **CONTRACTOR** will be required between sample locations.

- K. All costs associated with sampling under this specification, unless otherwise specified, shall be paid under Payment Items UC-4, UC-5, UC-8, and LS-1.

1.2 Related Sections

Section 01010 - Summary of Work.

Section 01400 - Quality Control

Section 02220 - Excavation.

Section 02224 - Grading Material.

2. PRODUCTS

Not Applicable.

3. EXECUTION

3.1 Soil Samples

- A. The **ENGINEER** shall approve the sample location prior to sampling and shall be present during sampling.
- B. Sampling and analytical methods and procedures for soil characterization, soil confirmatory, and water sampling shall be detailed and in accordance with the **CONTRACTOR's** site-specific QAPP (see Section 01010 Summary of Work, paragraph 1.4F).
- C. A 24-hour turnaround time is required for all samples unless otherwise specified. A 48-hour turnaround time is required on all QA samples collected in the excavations to confirm the extent of contamination. The acceptable laboratory to be utilized for the required work must be advised in advance of this recommendation for adequate participation. The **ENGINEER** will require a hard copy of analytical results, including QA/QC results, within 48 hours, with the ASP Category B reporting and deliverable package in electronic (Adobe Acrobat 9.0- .pdf), CLP format to be supplied within two weeks of sample collection.
- D. Soil QA Samples shall be analyzed for the following:
1. SW-846 Method 6010/7471 with category B deliverables (metals)
- E. Analytical results shall be reported on dry weight basis.
- F. Soil QA samples will be considered environmental samples (i.e., not waste samples), and will require strict adherence to QA/QC requirements for environmental samples. Laboratory QA/QC samples include analysis of one matrix spike/matrix spike duplicate (MS/MSD). One matrix spike blank analysis for every MS/MSD set is required also, in order to substantiate any matrix interferences. In addition, field duplicate QC sample is required. One (1) field duplicate sample shall also be collected

and analyzed. Field rinsate blank samples are not required if dedicated sampling equipment is utilized.

- G. If the characterization or confirmatory sampling results are not within acceptable QA/QC ranges (as stated in the **CONTRACTOR's** QAPP), the **CONTRACTOR** shall collect and analyze an additional sample(s) at the location(s) of the sample(s) not meeting QA/QC requirements. A maximum 48-hour turnaround time is required on any additional sampling required as stated in paragraph C above. Additional samples shall be at **CONTRACTOR's** cost.
- H. For all confirmatory soil samples (bottom of excavation and sidewall samples), as well as for soil characterization samples, Data Usability Summary Reports (DUSRs) will be prepared by an independent third party data validator hired by the Contractor, as summarized in Table 01400-1. Guidance for the development of DUSRs is attached to this Section as Appendix A.
- I. The **ENGINEER** shall review the **CONTRACTOR's** Analytical Data Deliverable Package. If sampling data quality is found not to meet QA/QC requirements as stated in the **CONTRACTOR's** QAPP after this review, the **CONTRACTOR** shall be responsible for all costs to secure sampling data quality even if initial results indicated that the data met all QA/QC requirements. These additional costs could include but may not be limited to, resampling and reanalysis, further excavation, backfilling, and grading.

* END OF SECTION *

SECTION 01425 - SAMPLING

APPENDIX A

Guidance for the Development of Data Usability Summary Reports (DUSRs)

(a) Background. The Data Usability Summary Report (DUSR) provides a thorough evaluation of analytical data with the primary objective to determine whether or not the data, as presented, meets the site/project specific criteria for data quality and data use.

1. The development of the DUSR must be carried out by an experienced environmental scientist, such as the project Quality Assurance Officer, who is fully capable of conducting a full data validation. The DUSR is developed from:

i. New York State Department of Environmental Conservation Analytical Services Protocol (NYSDEC ASP) Category B;

ii. A United States Environmental Protection Agency Contract Laboratory Protocol (USEPA CLP) data deliverables package using USEPA Region 2 validation guidance documents; or

iii. The USEPA Contract Laboratory Program National Functional Data Validation Standard Operating Procedures for Data evaluation and validation.

2. The DUSR and the data deliverables package will be reviewed by qualified DER staff. In most cases, it is expected that this review will result in agreement or with only minor differences that can be easily reconciled. If data validation is found to be necessary (e.g. pending litigation) this can be carried out at a later date on the same data package used for the development of the DUSR.

(b) Personnel Requirements. The Environmental Scientist preparing the DUSR must hold a Bachelors Degree in a relevant natural or physical science or field of engineering and must submit a resume to the DER documenting experience in environmental sampling, analysis and data validation.

(c) Preparation of a DUSR. The DUSR is developed by reviewing and evaluating the analytical data package. During the course of this review the questions applicable to the analysis being reviewed must be asked and answered in the affirmative.

1. Is the data package complete as defined under the requirements for the NYSDEC ASP Category B or USEPA CLP deliverables?

2. Have all holding times been met?

3. Do all the QC data; blanks, instrument tunings, calibration standards, calibration verifications, surrogate recoveries, spike recoveries, replicate analyses, laboratory controls and sample data fall within the protocol required limits and specifications?

4. Have all of the data been generated using established and agreed upon analytical protocols?

5. Does an evaluation of the raw data confirm the results provided in the data summary sheets and quality control verification forms?

6. Have the correct data qualifiers been used, are:

i. All data qualifiers consistent with the current NYSDEC ASP

ii. Has the evaluation of NYSDEC ASP Matrix Spike Blank (MSB) data been correctly qualified, as follows, if the MSB recovery is less than:

(1) The ASP criteria, the positive results should be qualified as J, estimated biased low;

(2) The ASP criteria, but greater than 10%, the nondetects should be qualified J, estimated biased low; or

(3) Ten percent (10%), the nondetect data must be rejected?

7. Any Quality Control exceedances must be specifically noted in the DUSR and the corresponding QC summary sheet from the data package should be attached to the DUSR?

(c) Documenting the validation process in the DUSR. Once the data package has been reviewed and the above questions asked and answered the DUSR proceeds to describe the samples and the analytical parameters.

1. Data deficiencies, analytical protocol deviations and quality control problems are identified and their effect on the data is discussed.

2. The DUSR shall also include recommendations on resampling/reanalysis.

SECTION 01520

TEMPORARY FACILITIES AND CONTROLS

1. GENERAL

1.1 Scope of Work

Provide temporary facilities or contingency equipment as required herein to properly carry out the Project scope of work.

1.2 Related Sections

All plans and provisions of the Agreement, including Amendments and Specific Conditions, apply to the work of this section.

Section X, Specification 00003, Articles 1.15 and 1.17

Section 01560 - Erosion and Surface Water Control

Section 01591 - Engineer's Field Offices

Section 01592 - Contractor's Field Office and Sheds

2. PRODUCTS

2.1 Submittals

The CONTRACTOR shall submit drawings following Notice to Proceed and prior to the pre-construction meeting to the ENGINEER for approval, showing the layout, furnishings, and facilities of the field office trailer and information concerning how the CONTRACTOR proposes to furnish the required utilities.

3. EXECUTION

3.1 Temporary Utilities

Engage the local utility company to install temporary service or make connections to existing service, if available. Arrange with the Company for an acceptable time when service can be interrupted to make connections. The CONTRACTOR shall obtain and pay for permits and construction required to bring temporary utilities to each site.

- A. Electric Power Service: Comply with applicable requirements of NEMA, NECA and UL standards and governing regulations.
- B. Temporary Telephones: Install two telephone lines in the ENGINEER's field office. The phone lines shall be equipped to automatically rollover

from one line to the other. Post a list of operational and emergency telephone numbers.

- C. Provide temporary lighting as needed using portable light plants, generators, or other means acceptable to the ENGINEER.
- D. High Speed Internet Connection: Provide high speed internet connection (DSL or cable) for the ENGINEER's field office.
- E. Potable Water Service: Provide potable water service at the temporary field trailers for drinking and washing, etc. Provide potable water service at the decontamination pad to facilitate equipment decontamination. Provide potable water as necessary for dust control.

3.2 Temporary Facilities

A. Staging Areas

1. Staging areas shall be located on the site in areas approved by the **ENGINEER** in order to minimize possible cross contamination.
2. The staging areas shall have a lined bottom with a minimum 40-mil sealed, HDPE watertight liner.
3. Waste materials shall be covered at all times with a minimum 20-mil HDPE sealed, watertight liner to prevent contaminated runoff.
4. All staging areas shall be constructed to prevent the spread of any contamination to the surrounding soils, surfaces, and/or groundwater.
5. Water spray or equivalent shall be utilized as necessary to prevent dust generation. Monitoring shall be provided to ensure that unacceptable levels of dust generated from the movement and handling of soil do not migrate from the site.
6. Shop Drawings of all staging areas shall be submitted by the **CONTRACTOR** to the **ENGINEER** for review and approval prior to the start of work.
7. If a pre-loading soil staging area is located in a contaminated zone, no lined bottom will be required.

B. Sanitary Facilities

The **CONTRACTOR** shall provide self-contained chemical toilet units in an amount based on the total number of workers employed on the Project in accordance with the provisions of the Health and Sanitary Codes of the State of New York. Provide adequate sanitary facilities for both male

and female onsite personnel. The **CONTRACTOR** may locate some of them in the work area. Those that are located outside the work area shall be located where approved by the **ENGINEER** and screened from public view. At the completion of the remediation work, units within the work area shall be decontaminated prior to their removal from the enclosures. Units shall be maintained by cleaning with cleaning supplies weekly or more frequently if necessary throughout the project work period.

3.3 Temporary Controls

A. Fire Prevention

1. Take all precautions necessary and required to prevent fires.
2. Volatile liquids shall not be used within a temporary enclosure.
3. Provide a minimum of two extinguishers for each separate and active enclosure.
4. The **CONTRACTOR** shall contact the local Fire Company to make sure they are familiar with the **CONTRACTOR's** operations.

B. Noise, Vibration, and Dust Control

1. Conduct operations to cause least annoyance to residents in vicinity of work, and comply with applicable local ordinances.
2. Equip compressors, hoists, and other apparatus with such mechanical devices as may be necessary to minimize noise, vibration and dust. Equip compressors with silencers on intake lines.
3. Equip gasoline or oil-operated equipment with silencers or mufflers on intake and exhaust lines.
4. Provide unpaved roads, detours, or haul roads used in construction areas with water treatment to minimize dust. No visible dust, as determined by the **ENGINEER**, will be permitted beyond the limits of the exclusion zone.
5. **CONTRACTOR** is responsible for providing all sound barriers needed to meet the requirements of these specifications. **CONTRACTOR** is responsible for all costs related to the manufacturer's representatives or consultants (contractors) who specialize in addressing such problems.
6. The **CONTRACTOR** is responsible for providing, operating, and maintaining a street sweeper of sufficient size to clean public roads near the site if truck traffic from the site causes a problem; this will

be on an as needed basis as determined by the **ENGINEER**. All soils/waste generated and collected from road surface shall be properly disposed of offsite by the **CONTRACTOR**.

C. Water Control

1. Exercise care in project drainage practice to prevent pollution of watercourses.
2. The **CONTRACTOR** shall be fully responsible for any and all damages to life and property that occur as a result of his activities. Damages resulting from polluting watercourses shall be repaired, restored, or compensated for by the **CONTRACTOR**.
3. Grade construction areas so as to minimize retention of rainwater, except as specified hereafter. Provide temporary rainwater runoff diversion around construction areas.
4. Comply with procedures outlined in EPA manuals entitled, "Guidelines for Erosion and Sedimentation Control Planning and Implementation," EPA-72-015, and "Processes, Procedures, and Methods to Control Pollution Resulting from All Construction Activity," EPA 43019-73-007, as well as NYSDEC's Document entitled *New York State Standards and Specifications for Erosion and Sediment Control, August 2005*.

D. Pollution Control

1. Maintain work areas on and off site free from further environmental pollution that would be in violation of any federal, state, or local regulations.
2. Minimize air pollution by wetting down bare soils with clean water, requiring use of properly operating combustion emission control devices on construction vehicles and equipment used by **CONTRACTORS**, and encouraging shutdown of motorized equipment not actually in use.
3. Any emissions during site activities that may have an adverse health effect on workers or the community shall be suppressed to the extent possible.
4. Chemicals used, whether herbicide, pesticide, disinfectant, polymer, reactant, or other classification, must be approved prior to use by either the Department, EPA or USDA or any other applicable regulatory agency and the **ENGINEER**, and be used in a manner as their original purpose was intended.
5. Use of such chemicals and disposal of residues shall be in conformance with manufacturers' instructions.

6. Use of chemicals must be approved in advance by the **ENGINEER**.
 7. Generated project hazardous waste (if any) and any existing hazardous waste to be removed under this project shall be transported, manifested, and disposed in accordance with the current regulations.
 8. More specific requirements are given in other sections of this document.
- E. Traffic Control
- The **CONTRACTOR** shall maintain all temporary road access routes. Temporary access roads will be repaired as necessary to insure unimpeded daily operations of businesses, schools, residents in the area. This may include at a minimum, routine grading of the temporary access roads.
- The **CONTRACTOR** will be responsible for repairing any damage caused to paved roads along the access/haul route in the areas surrounding the site. Videotaping of the roads along the proposed access/haul route will be required to be performed by the **CONTRACTOR** prior to initiation of contract work and upon substantial completion of the Contract.
- F. Rubbish Control (Non-contaminated)
1. Clean up the debris resulting from the work at the end of each day and leave work areas clean.
 2. Remove debris from the site at least once a week or more often if it presents a fire hazard or becomes excessive. Burning of waste material will not be permitted.

3.4 Removal

- A. Maintain all temporary facilities and controls as long as needed for the safe and proper completion of the work, on a weekly basis and more frequently if conditions presented cause additional cleaning and maintenance to be performed.
- B. Remove all such temporary facilities and controls as soon as safe progress of the work will permit.

*** END OF SECTION ***

SECTION 01540
SECURITY

1. GENERAL

1.1 Site Security

- A. The **CONTRACTOR** is solely responsible for the security of the **ENGINEER's** and **CONTRACTOR's** work areas, equipment, materials, and supplies provided under this contract. Furthermore, **CONTRACTOR** is responsible for ensuring site visitors related to this contract are escorted as necessary (to get where they are going) and do not enter contaminated areas without authorization. The **CONTRACTOR** shall provide a uniformed watchman or other security measures at the expense of the **CONTRACTOR**. Security shall be maintained full time while **CONTRACTOR** personnel are on-site.
- B. The **CONTRACTOR** shall be responsible for site security within the project site, 24 hours/day, seven days/week, for the duration of the contract. The repair or replacement of any vandalism to the **CONTRACTOR's** work, equipment, or materials at the site shall be at the **CONTRACTOR's** expenses. The security requirements specified in these contract documents are only minimum requirements. The **CONTRACTOR** has the option to provide additional security as desired, at his own expense.
- C. If the **CONTRACTOR** furnishes a uniformed watchman or other security personnel, the **CONTRACTOR** shall provide that person(s) with accommodations separate from the **DEPARTMENT** and **ENGINEER**.
- D. The **ENGINEER** will have the right of approval and rejection of the **CONTRACTOR's** security personnel.
- E. The **CONTRACTOR** shall be responsible for the control of all persons and vehicles entering and leaving the project site. Security personnel shall:
 - 1. Require display of proper identification by each person and bar from the project site personnel not properly identified.
 - 2. Require personnel to print full name and employer and sign in on entering the project site and to sign out when leaving and maintain the logs.
 - 3. Maintain a log of project-related vehicles and equipment entering and leaving the work areas.
 - 4. Persons not associated with the project will require the

ENGINEER's acceptance to be admitted on site.

5. Maintain a log of visitors, separate from the project personnel log.
- F. A log of all security incidents shall be maintained and furnished to the **ENGINEER** upon request.
- G. The **CONTRACTOR** shall ensure that all warning signs are in place and temporary fences around work areas are closed and any breaks or gaps are attended to immediately. The **ENGINEER** shall be informed immediately of any incident of vandalism in the work areas.
- H. The **CONTRACTOR** shall contact law enforcement officials, emergency medical care units, local fire departments and utility emergency teams to ascertain the type of response required in any emergency situation and to coordinate the responses of the various units. A standard operating procedure describing security force response to foreseeable contingencies shall be developed. The **CONTRACTOR** shall also prepare and update a list of emergency points of contact, telephone numbers, radio frequencies, and call signs to ensure dependable responses.
- I. The **CONTRACTOR** shall maintain a current list of authorized persons and shall submit copies of the updated list to the **ENGINEER**.
- J. Security personnel shall record their presence while patrolling the site using a watchman's clock. The tapes or punch cards shall be delivered to the **ENGINEER** once a week.

2. PRODUCTS

Not Applicable.

3. EXECUTION

Not Applicable.

*** END OF SECTION ***

SECTION 01560

EROSION AND SURFACE WATER CONTROL

1. GENERAL

1.1 Scope of Work

- A. The **CONTRACTOR** shall furnish all labor, tools, materials, equipment, and incidentals necessary for the proper completion of soil excavation and all related erosion control as specified herein.
- B. The **CONTRACTOR** shall provide positive means of erosion control (see "New York Guidelines for Urban Erosion and Sediment Control" Third printing 10/91 USDA - Soil Conservation Service, as well as NYSDEC's Document entitled *New York State Standards and Specifications for Erosion and Sediment Control, August 2005*) around work areas and any stockpile areas to prevent contaminant migration. Surface waters within work areas may be diverted into settling (infiltration) basins or into other approved drainage ways provided approved methods are used to reduce the amount of sediment contained in the water prior to discharge. At the completion of the remedial work, ditches shall be backfilled and the ground surface restored to original conditions. Unless otherwise directed by the Engineer.

1.2 Related Sections

Section 01520 - Temporary Facilities and Controls.
Section 02110 - Clearing and Grubbing.
Section 02220 - Excavation.

1.3 Submittals

- 1. The **CONTRACTOR** shall submit a written Work Plan that shall detail the **CONTRACTOR's** operation and shall include all activities that will relate to the contaminated fill/waste excavation and remediation (i.e., excavation plan, sampling plan, etc.) subject to the approval of the **ENGINEER**. The Work Plan must detail erosion control methods and surface water management procedures which will be implemented by the **CONTRACTOR** throughout each phase of the work.
- 2. The **CONTRACTOR** shall submit a written Storm Water Pollution Prevention Plan (SWPPP), as described in Section 3, below.

2. PRODUCTS

Not Applicable.

3. EXECUTION

- A. The CONTRACTOR shall adhere strictly to the provisions of the Work Plan as approved and shall control and manage surface water in every area where his/her activities take place. The actual methods shall be chosen by the CONTRACTOR; however, the ENGINEER must approve any method before construction begins.
- B. Surface water from areas of the excavation which have not been disturbed shall be prevented from entering areas where construction or work is in progress or contaminated areas.
- C. In the event surface runoff is the cause of existing clean areas, or subsequently cleaned areas, becoming contaminated, the affected areas shall be cleaned in accordance with instructions given by the ENGINEER. The CONTRACTOR shall be responsible for all costs associated with mitigating the affects of contaminated runoff migrating to clean areas or off site during the duration of the contract.
- D. Maintain all sediment and erosion control and surface water control measures weekly and more frequently if conditions presented cause additional repair, control, and maintenance to be performed or as required by the Engineer.
- E. A Storm Water Notice of Intent for NPDES coverage will not be required on this State Superfund project. However, a SWPPP will be required to be submitted by the CONTRACTOR to the ENGINEER/DEPARTMENT for review and approval. As such there will be no fees associated with the SWPPP submittal process. Include within the SWPPP:
 - 1. Identify potential sources of pollution which may be reasonably expected to affect the quality of storm water discharge from the site.
 - 2. Describe and ensure implementation of practices which will be used to reduce the pollutants in storm water discharge from the site.
 - 3. Ensure compliance with terms of the State of New York permit for storm water discharge.

*** END OF SECTION ***

SECTION 01580

PROJECT IDENTIFICATION AND SIGNS

1. GENERAL

The sign shall be 4' high by 8' wide, and constructed of 3/4- to 1-inch medium density overlay plywood, with a resin coating on both sides. The edges shall be framed with a snap trim edge cap consisting of an aluminum channel with a polyvinyl coating. An aluminum sign of equal size may also be used. The sign's background will be painted with white exterior oil base sign enamel. The second, third, fourth, and eighth lines will have green letters. The first, fifth, sixth, and seventh lines will have blue letters. The NYSDEC logo will be painted as noted. All adhesives are solvent resistant.

1.1 References

Lumber Standard: American Softwood Lumber Standard; U.S. Department of Commerce Product Standard PS20.

Softwood Plywood Standard: Construction and Industrial; U.S. Department of Commercial Product Standard PS1.

1.2 Quality Assurance

Painter's Qualifications: All paint shall be applied by a professional sign painter.

2. PRODUCTS

2.1 Materials

Posts: Standard Grade Douglas Fir, White Pine or Southern Pine; preservative treated; 4 inch x 4 inch x 12 feet long.

Plywood: Overlaid Plywood; MDO B-B EXT-APA; 3/4 to 1 inch.

Framing: Snap trim edge cap of polyvinyl coated aluminum channel.

Paint:

Background Enamel: Exterior, alkyd, glass enamel with primer as recommended by finish coat manufacturer.

Lettering and Striping Enamel: Exterior, long oil, alkyd; high gloss enamel manufactured for lettering signs.

Colors:

DEC logo: Pantone® Matching System Color Chart (PMS) 301 Blue
PMS 355 Green

Text: PMS 301 Blue
PMS 355 Green

Type: All type is Caslon 540. Center each line with small caps
and initial caps. See Figure 01580-1 (Project Sign)

2.2 Fabrication

Painting:

Paint both sides and all edges of signs with two coats of primer and one coat of background enamel.

Paint lettering and striping with two coats of lettering enamel.

Do not apply succeeding coat until previous coat has completely dried.

Apply even coats of uniform thickness without brush marks, runs or lap marks.

Lettering and striping shall be uniform with sharp, neat profiles.

3. EXECUTION

3.1 Installation

Install signs within two weeks of Notice to Proceed.

Install signs where directed by Engineer.

Set posts plumb, 4 feet into the ground. Compact backfill around posts.

Fasten sign, in a level position, securely to posts. The center of the sign should be located approximately 6 to 7 feet from ground level.

3.2 Maintenance and Removal

Maintain the signs plumb and level for the duration of the work.

When directed, at the completion of the project, remove and properly dispose of the signs off-site.

*** END OF SECTION ***

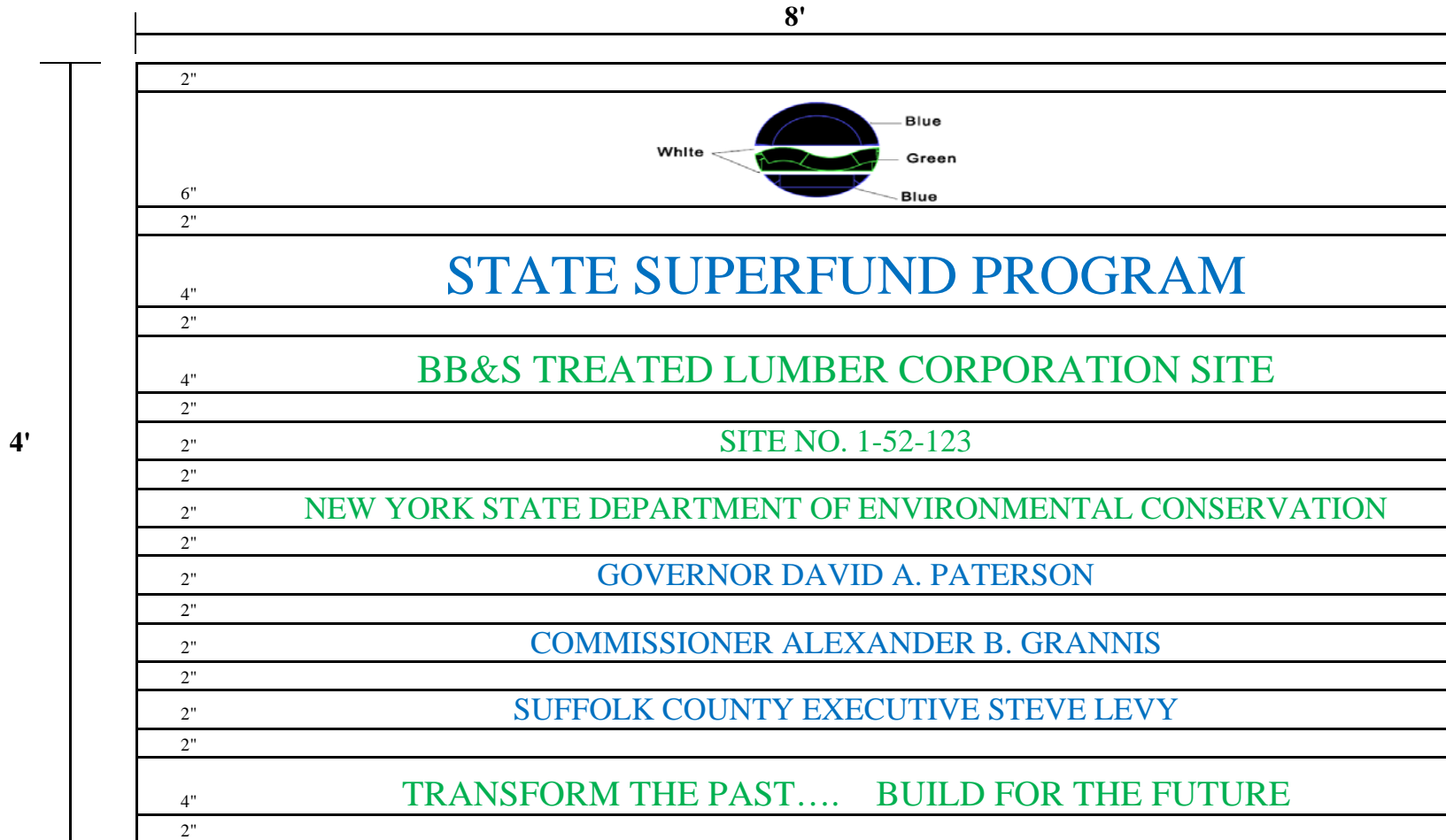


FIGURE 01580-1
PROJECT SIGN

SECTION 01591

ENGINEER'S FIELD OFFICE

1.1 GENERAL

- A. CONTRACTOR shall furnish, install, and maintain a field office for ENGINEER. Locate office near CONTRACTOR'S office. Provide and mobilize office complete within two weeks after Notice to Proceed.
- B. Allocate a minimum of 2 reserved parking spaces for use of ENGINEER and DEPARTMENT.

1.2 MINIMUM CONSTRUCTION

- A. Mobile office trailer in a condition that is acceptable to ENGINEER, which is specifically designed for this type of use and conforms to requirements above and below.

1.3 MINIMUM SERVICES

- A. Interior lighting of 50 foot candles at desk top height.
- B. Exterior light at entrance.
- C. Automatic heating to maintain 65 F in winter. Furnish and pay for all fuel.
- D. Automatic cooling to maintain 75 F in summer.
- E. Electric service required and pay all charges.
- F. Four electric wall outlets.
- G. Reliable telephone connection and high speed internet connection (DSL or cable).

1.4 MINIMUM FURNISHINGS

- A. Two 5 drawer desks.
- B. Two swivel desk chairs.
- C. One folding table (8' x 3')
- D. Two waste baskets.
- E. One tack board 30 inches by 36 inches.
- F. Fire extinguishers.

- G. Identifying exterior sign. The sign shall be 2-foot by 2-foot by $\frac{3}{4}$ -inch thick marine plywood (or aluminum) with white background and black letters. The sign shall read as follows:

FIELD OFFICE
NEW YORK STATE DEPARTMENT
OF
ENVIRONMENTAL CONSERVATION
TELEPHONE: 631-____-_____

Note: The CONTRACTOR shall include telephone number on the trailer sign, when available.

- H. First aid kit.
- I. Outdoor thermometer mounted in shade, but visible for easy reading from inside office.
- J. Six protective helmets for use by ENGINEER, DEPARTMENT and visitors.
- K. One battery operated smoke detector per each 1200 square foot coverage.
- L. One scanner.
- M. One photocopy machine.
- N. Two, three-drawer steel file cabinets.

1.5 MAINTENANCE

- A. Continuous maintenance of office and services. Cleaned not less than once per week. Submit Office Facility Maintenance Plan.
- B. Provide soap, paper towels, cleansers, sanitary supplies, janitorial service and implements.
- C. Repair immediately any damage, leaks or defective service.

1.6 REMOVAL

- A. Remove office upon substantial completion of work or when directed by ENGINEER.

PART 2 – PRODUCT (NOT USED)

PART 3 – EXECUTION (NOT USED)

****END OF SECTION****

SECTION 01592

CONTRACTOR'S FIELD OFFICE AND SHEDS

1.1 GENERAL

- A. Provide a CONTRACTOR's field office with the minimum facilities specified. Provide all required storage and work sheds. Location of office to be determined, as agreed to by the ENGINEER.
- B. Field Office and Furnishings:
 - 1. As required by CONTRACTOR, but with sufficient room for project meetings.
 - 2. Include conference table, 12 folding chairs and tackboard.
 - 3. Two, three drawer steel file cabinets.
 - 4. One photocopy machine.
 - 5. Telephone service.
 - 6. Light and heat, as specified under ENGINEER's Field Office.
 - 7. Six protective helmets for visitor's use.
 - 8. Exterior identifying sign.
 - 9. Other furnishings at CONTRACTOR's option.
- C. Storage and Work Sheds:
 - 1. Provide storage and work sheds sized, furnished, and equipped to accommodate personnel, materials and equipment involved, including temporary utility services.
- D. Remove field office and sheds upon substantial completion of work or when directed by ENGINEER.

PART 2 – PRODUCT (NOT USED)

PART 3 – EXECUTION (NOT USED)

*** END OF SECTION ***

SECTION 01600

ACCESS ROADS

PART 1: GENERAL

1.01 SCOPE OF WORK

- A. The **CONTRACTOR** shall furnish all labor, materials, equipment and incidentals required to maintain existing, or construct new temporary access and service roads determined to be necessary to perform work included in the contract specifications and as depicted on the contract drawings.
- B. The **CONTRACTOR** shall maintain existing and new temporary access roads under this Contract until project final completion and shall promptly refill and grade areas which have settled or are otherwise unsatisfactory for traffic. **CONTRACTOR** shall take record photographs/videotape of existing access roads to be used by **CONTRACTOR's** construction equipment and activities prior to the start of construction. After completion of all construction activities, **CONTRACTOR** to construct and restore existing access roads to condition or better that existed prior to **CONTRACTOR's** use during construction.

The **CONTRACTOR** shall be responsible for repairing any damage caused to paved roads along the access/haul route in the areas surrounding the site. Videotaping of the roads along the proposed access/haul route will be required to be performed by the **CONTRACTOR** prior to initiation of contract work and following substantial completion of the contract.

All temporary access roads constructed by the contractor shall be removed at project completion.

1.02 REFERENCE SPECIFICATIONS

- A. Except as otherwise specified herein, the Standard Specifications for Roads and Structures as issued by the State of New York, Department of Transportation (NYDOT), shall apply to material requirements for access road construction.
- B. ASTM D1557 - Standard Test Method - Standard Test Method Laboratory Compaction Characteristics of Soil Using Modified Effort.
- C. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

1.03 SUBMITTALS

- A. The **CONTRACTOR** shall submit two 75-lb samples of the proposed crushed stone paving material and the results of recent gradation and modified Proctor test to the **ENGINEER**.

PART 2: PRODUCTS

2.01 GEOTEXTILE

Nonwoven Fabric

1. The product shall be a nonwoven needle punched fabric consisting of polyester or polypropylene filaments formed into a stable network which retains its structure during handling, placement and long-term service. Geotextiles shall be capable of withstanding exposure to direct sunlight for 30 days with no measurable deterioration.
2. The fabric shall be nonbiodegradable, nonreactive within a pH range of three to eleven, resistant to ultraviolet light exposure, and resistant to insects and rodents. Test results from any sampled roll in the lot, when tested in accordance with ASTM D4759, shall meet or exceed the values listed in Table 1.
3. The material shall be Mirafi 180N manufactured by TC Mirafi of Pendergrass, GA, Geotex 861 manufactured by Synthetic Industries of Chickamauga, GA, or an approved equal.

TABLE 1 MINIMUM AVERAGE ROLL VALUES FOR GEOTEXTILE FABRICS			
PROPERTIES	TEST METHOD	UNIT	MINIMUM AVERAGE ROLL VALUES
Fabric Weight	ASTM D3776	oz./yd ¹	8
Thickness	ASTM D1777	mils	90
Grab Strength	ASTM D4632	lbs	220
Grab Elongation	ASTM D4632	%	50
Puncture Resistance	ASTM D4833	lbs	135
Mullen Burst Strength	ASTM D3786	psi	350
Permittivity	ASTM D4491	SEC ⁻¹	1.5
Coef. of Permeability	ASTM D4491	cm/sec	0.38
Apparent Opening Size	ASTM D4751	mm	80
Flow Rate	ASTM D4491	gpm/ft. ²	110
(AOS)	US Sieve No. 100		60
UV Resistance	ASTMD4355	%	70% ¹
Trapezoid Tear Strength	ASTMD4533	lbs	130

1. Value is percent of minimum grab tensile after conditioning.

2.02 STONE AGGREGATE

- A. For newly constructed access roads a 12-inch thick layer of compacted AASHTO Coarse Aggregate No. 3 shall be constructed on top of the geotextile.

PART 3: EXECUTION

3.01 GENERAL

- A. The CONTRACTOR shall perform all general unclassified excavation, rough or overall grading, borrow and fill, to the subgrades of the road, road shoulders and slopes to match the existing grades.
- B. Finished excavation and grading shall be uniformly smooth, well compacted, and free from irregular surface changes. The degree of finish shall be that obtainable from either blade-grader or scraper operations. The finished surface shall not be more than 0.10 ft above or below the new grade.

3.02 INSTALLATION

- A. Prior to placing crushed stone paving the exposed subgrade shall be proofrolled. Proofrolling shall be performed with a loaded CAT D300D truck or equivalent or as directed by the Engineer.
- B. Soft, wet, organic, or other unsuitable materials identified during proofrolling shall be undercut and backfilled as directed by the Engineer.
- C. Crushed stone paving shall be compacted to at least 100% of its modified Proctor (ASTM D1557) maximum dry density.

3.03 REMOVAL

- A. Remove temporary roadways, including geotextile fabrics at project completion.

*** END OF SECTION ***

SECTION 02110
CLEARING AND GRUBBING

1. GENERAL

1.01 SUMMARY

This section includes the requirements for clearing and grubbing.

1.02 PROJECT REQUIREMENTS

No burn off is permitted.

Cleared living or dead vegetation shall be disposed of off-site or as directed by the **ENGINEER**, unless otherwise specified. Cleared rubbish and other debris shall be disposed off-site.

2. PRODUCTS

2.01 MATERIALS

Tree pruning compound: waterproof, antiseptic, elastic and free of kerosene, creosote and other substances harmful to plants.

3. EXECUTION

3.01 PREPARATION

Protection:

Keep public roads and walks free of dirt and debris at all times.

Protection of land resources, utility lines and poles, and existing facilities shall be in accordance with Section 01520, "Temporary Facilities and Controls" and Section VIII, Articles 5.16, 5.17 and 5.18.

Protect existing utility lines and poles that are indicated to remain from damage.

Notify the **ENGINEER** immediately of damage to or an encounter with an unknown existing utility line.

Repair damage to existing utility lines at no additional cost to the **DEPARTMENT**.

Notify the **ENGINEER** prior to interruption of utility services and be responsible for minimizing the time period of such interruption.

Protect those features, trees and vegetation to remain which have been designated by the **ENGINEER**. If damaged or destroyed, repair or replace in kind at **CONTRACTOR's** expense.

3.02 CLEARING

Clear debris, rubbish, light structures and living or dead vegetation growth where necessary to complete work specified.

Top and limb trees before felling, unless otherwise approved by the **ENGINEER**.

Cut stumps off flush with ground surface or below.

Preserve trees where practical and as identified by the **ENGINEER**.

Conduct the clearing in a manner that prevents, to the extent possible, soil or soil like material from being collected with the cleared material.

Clearing operations shall be conducted in a manner to prevent falling trees from damaging trees designated to remain or other existing features.

3.03 GRUBBING

Grubbing shall only be performed in areas designated by the **ENGINEER**.

Fill/waste areas containing

Fill/waste areas containing characteristic hazardous waste shall not be grubbed. Stumps, roots and other subsurface vegetation in contaminated areas (hazardous and non-hazardous) shall be excavated and handled in the same manner as the contaminated fill/wastes.

3.04 DISPOSAL OF CLEARED AND GRUBBED MATERIALS

- A. Chip and stockpile, within designated work areas, in an uncontaminated area, all tree trunks, limbs, brush, foliage and other vegetation free of soils and soil like materials.

Cover chipped material and protect until used.

Spread chipped materials in a thin layer prior to placement of topsoil.

Dumping of spoil material into any stream corridor, wetland, flood plain or surface water is prohibited.

- B. Consolidate rubbish/debris encountered during clearing and grubbing and

properly dispose off-site, as directed by **ENGINEER**.

- C. Tree trunks and limbs too large for chipping (>18" in diameter) shall be required to be disposed off-site by the **CONTRACTOR**.

*** END OF SECTION ***

SECTION 02140

DEWATERING

PART 1 - GENERAL

1.01 Summary

- A. The Work specified in this Section consists of the labor, equipment, tools, materials, and services needed to perform all operations in connection with the dewatering and conveyance of water necessary to maintain a relatively dry condition in all excavations and trenches specified herein or as shown on the Contract Drawings.
- B. If the **CONTRACTOR** chooses to set up a temporary water treatment system on-site the **CONTRACTOR** shall obtain and analyze one five point composite soil sample taken 0-6" below the area where the temporary water treatment system is to be built and one five point composite soil sample taken 0-6" below the area after the pad has been dismantled, as directed by the **ENGINEER**. The cost associated with the samples shall be included in the site preparation cost. Sampling and analysis of the two samples shall be in accordance with Section 01425 (Article 1.1.C) and paid under bid item LS-1 (Site Preparation).

1.02 Description

- A. The **CONTRACTOR** may set up a temporary water treatment system for the duration of the project. The **CONTRACTOR** shall also have the option to containerize and properly dispose of all excavation water offsite. The **CONTRACTOR** shall furnish all labor, equipment and materials, and perform all operations in connection with the dewatering and conveyance of water necessary to maintain a relatively dry condition in all excavations and trenches made for this contract, as required to perform the work.
- B. The **CONTRACTOR** shall comply with the approved Health and Safety Plan and the requirements of OSHA and all other state, federal, and local regulations.
- C. Compliance with NYSDEC – Division of Water (DOW) effluent criteria for ground water discharges (Appendix A to this Section).
- D. Related work specified in other Sections:
 - 1. Section X - SPECIFICATION 00003, Health and Safety
 - 2. Section 01400 - Quality Control
 - 3. Section 01520 - Temporary Facilities and Controls
 - 4. Section 02220 - Excavation

1.03 Submittals

- A. Prior to beginning work, the **CONTRACTOR** shall submit to the **ENGINEER** for review a methods plan and equipment list of his proposed dewatering system(s). Dewatering shall be accomplished by approved methods for which the **CONTRACTOR** shall have a background record of successful dewatering of similar excavations and subsurface conditions anticipated to be encountered in the

site areas. Review and acceptance by the ENGINEER shall not relieve the CONTRACTOR of responsibility for the adequacy of the dewatering system(s).

PART 2 - PRODUCTS

2.01 General

- A. All equipment and facilities shall be in good working order and properly maintained during the Project. Appropriate sizes, capacity, and numbers of units shall be supplied to meet the demands for dewatering under all weather, and drainage conditions.
- B. Supporting equipment, temporary piping and facilities shall be available on site and operational to compliment and handle water from the dewatering systems. All piping and valves shall be compatible between the dewatering and supporting systems.
- C. Adequate capacities shall be provided in holding tanks, sumps to allow for uninterrupted construction operations. A dewatering system stoppage will only be allowed during weather that could result in flooding of the entire site, which will be determined on a case by case basis by the ENGINEER.

2.02 Equipment

- A. The following equipment shall be used, at a minimum, for this work:
 - 1. Pumps
 - 2. Flexible Pipe and Hoses
 - 3. Valves and Connectors
 - 4. Strainers/Filters
 - 5. Temporary Holding Tanks
 - 6. Compressors
 - 7. Carbon Treatment Vessels (if on-site treatment is performed)

PART 3 - EXECUTION

3.01 Dewatering Excavations

- A. The CONTRACTOR shall set-up dewatering systems for each work Area, as needed. All temporary piping shall be laid and joined to connect to a discharge point or to collection and conveyance piping for storage, treatment and discharge.
- B. Temporary storage facility may be mobile tankers or suitable fixed tanks. There shall be provisions in-place to prevent liquid inside tanks from freezing. Fixed tanks shall be located within secondary containment areas capable of containing 100% of the tank capacity, or 110% of the largest tank where the secondary containment area holds more than one tank. The secondary containment area shall have a permeability of not more than 1.0×10^{-7} cm/sec.
- C. The CONTRACTOR'S pumping and temporary piping systems for dewatering operations shall be installed and carried-out in such a manner that subsidence will not occur. All temporary pipelines or structures not stable against uplift during construction or prior to completion shall be thoroughly braced or otherwise protected against movement or damage during dewatering.
- D. Any damages to new construction or temporary facilities resulting from the failure of the CONTRACTOR to maintain the work areas in a dry condition shall be

- repaired by the CONTRACTOR, as directed by the ENGINEER, at no additional expense.
- E. Water shall not be discharged into or through excavations in which work is under way or has been partially completed. The CONTRACTOR shall not restrict or close off the natural flow of water in such a way that ponding or flooding damage will occur to the surrounding environment, and shall at all times prevent flooding of public thoroughfares and private property. All damages resulting from construction-related flooding and restriction of flows shall be the sole responsibility of the CONTRACTOR, and shall be repaired by the CONTRACTOR at no additional expense.
 - F. Any sediment collected during dewatering activities (within temporary storage container) shall be contained, sampled, characterized and sent off-site for disposal. The collected sediments shall be decanted and free of liquids prior to shipment. Absorbents necessary for proper acceptance shall be provided by the Contractor. Payment for testing preparation of waste profile, containerization, transport, and disposal shall be handled under Payment Item UC-3A or UC-3B and Payment Item UC-4.
 - G. The water shall meet the NYSDEC - DOW effluent criteria, for the site specific contaminants of concern listed in Table 01010-1, prior to being discharged. The acceptance criteria are presented in Appendix A to this specification. The Contractor shall be required to first demonstrate efficiency of temporary water treatment system by collecting confirmatory treated water samples to verify that the water meets the effluent criteria before being allowed to discharge. The required sampling and analysis frequency is provided in Section 01400, Quality Control.

3.02 Cleanup

- A. Upon completion of the Area Work, the CONTRACTOR shall remove all temporary dewatering systems and shall do all necessary earthwork and grading to restore the areas disturbed to their original condition or to such other improved condition as directed by the ENGINEER.
- B. Upon substantial completion of the project, the CONTRACTOR shall demobilize/remove all components of the temporary water treatment system that may have been utilized by the CONTRACTOR at the site.

3.03 Maintenance

- A. The CONTRACTOR shall service all dewatering systems to provide uninterrupted operations including repairs/replacements to the pumping units, and leak detection and repairs/ replacements to the piping.
- B. Settled or filtered sediments within the temporary storage tank(s) shall be removed, handled, and disposed of by the CONTRACTOR in accordance with the debris and waste management practices specified for this contract.

*** END OF SECTION ***

SECTION 02140 - DEWATERING

APPENDIX A

EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

During the period beginning with the start of each discharge event

and lasting until 7 days from the start of the discharge.

the discharges from the treatment facility to groundwater shall be limited and monitored by the operator as specified below:

Outfall Number & Effluent Parameter	CAS No.	Discharge Limitations Daily Max.	Units	Minimum Monitoring Requirements	
				Measurement	Sample
				Frequency	Type
Outfall 001 - Decontamination Water, Containerized Well Development Water or Excavation Water:					
Flow	NA	Monitor	gpd	Continuous	Meter
pH(Range)	NA	6.5 to 8.5	SU	(1)	Grab
Oil and Grease	NA	15	mg/l	(1)	Grab
Solids, Total Dissolved	NA	1,000	mg/l	(1)	Grab
Nitrogen, Total (as N)	NA	10	mg/l	(1)	Grab
Foaming Agents (as MBAS)	NA	1.0	mg/l	(1)	Grab
Acenaphthene	83-32-9	20	µg/l	(1)	Grab
Acetone	67-64-1	100.0 ²	µg/l	(1)	Grab
Acrylic acid	79-10-7	50	µg/l	(1)	Grab
Acrylonitrile	107-13-1	5	µg/l	(1)	Grab
Alachlor	15972-60-8	35	µg/l	(1)	Grab
Aldicarb	116-06-3	8.0 ²	µg/l	(1)	Grab
Methomyl	16752-77-5	40.0 ²	µg/l	(1)	Grab
Aldicarb sulfone	1646-88-4	2	µg/l	(1)	Grab
Aldicarb sulfoxide	1646-87-3	4	µg/l	(1)	Grab
Aldrin	309-00-2	0.020 ²	µg/l	(1)	Grab
Alkyl dimethyl benzyl ammonium chloride	68391-01-5	50	µg/l	(1)	Grab
Alkyl diphenyl oxide sulfonates ³	NA	50	µg/l	(1)	Grab
Aluminum, Total	NA	2000	µg/l	(1)	Grab
Ametryn	834-12-8	50	µg/l	(1)	Grab
Aminomethylene phosphonic acid salts ⁴	NA	50	µg/l	(1)	Grab
Sum of Aminopyridines	NA	1.0	µg/l	(1)	Grab
Ammonia (as N)	7664-41-7	2000	µg/l	(1)	Grab
Aniline	62-53-3	10	µg/l	(1)	Grab
Anthracene	120-12-7	50	µg/l	(1)	Grab
Antimony, Total	NA	10	µg/l	(1)	Grab
Arsenic, Total	NA	50	µg/l	(1)	Grab
Aryltriazoles ³	NA	50	µg/l	(1)	Grab
Atrazine	1912-24-9	8	µg/l	(1)	Grab
Azinphosmethyl	86-50-0	4.4	µg/l	(1)	Grab
Azobenzene	103-33-3	5	µg/l	(1)	Grab
Barium, Total	NA	2,000	µg/l	(1)	Grab
Benefin(Benfluralin)	1861-40-1	35	µg/l	(1)	Grab
Benz(a)anthracene	56-55-3	0.050 ²	µg/l	(1)	Grab
Benzene	71-43-2	0.80 ²	µg/l	(1)	Grab

SEE PAGES 9 OF 10 AND 10 OF 10 FOR FOOTNOTES.

EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

During the period beginning with the start of each discharge event

and lasting until 7 days from the start of the discharge.

the discharges from the treatment facility to groundwater shall be limited and monitored by the operator as specified below:

Outfall Number & Effluent Parameter	CAS No.	Discharge Limitations Daily Max.	Units	Minimum Monitoring Requirements	
				Measurement Frequency	Sample Type
Benzidine	92-87-5	5	µg/l	(1)	Grab
Benzisothiazole	271-61-4	50	µg/l	(1)	Grab
Benzo(b)fluoranthene	205-99-2	0.070 ²	µg/l	(1)	Grab
Benzo(k)fluoranthene	207-08-9	0.020 ²	µg/l	(1)	Grab
Benzo(a)pyrene	50-32-8	0.090 ²	µg/l	(1)	Grab
Beryllium, Total	NA	3	µg/l	(1)	Grab
Bis(2-chloroethyl)ether	111-44-4	1.0	µg/l	(1)	Grab
Bis(2-ethylhexyl)phthalate	117-81-7	4,200	µg/l	(1)	Grab
Boric acid, Borates & Metaborates ⁵	NA	125	µg/l	(1)	Grab
Boron, Total	NA	2,000	µg/l	(1)	Grab
Bromacil	314-40-9	10.0 ²	µg/l	(1)	Grab
Bromide, Total	NA	2,000	µg/l	(1)	Grab
Bromobenzene	108-86-1	5	µg/l	(1)	Grab
Bromochloromethane	74-97-5	5	µg/l	(1)	Grab
Bromodichloromethane	75-27-4	50	µg/l	(1)	Grab
Bromoform	75-25-2	50	µg/l	(1)	Grab
Bromomethane	74-83-9	5	µg/l	(1)	Grab
Butachlor	23184-66-9	3.5	µg/l	(1)	Grab
Butoxyethoxyethanol	112-34-5	50	µg/l	(1)	Grab
Butoxypropanol	5131-66-8	50	µg/l	(1)	Grab
Butylate	2008-41-5	50	µg/l	(1)	Grab
n-Butylbenzene	104-51-8	5	µg/l	(1)	Grab
sec-Butylbenzene	135-98-8	5	µg/l	(1)	Grab
tert-Butylbenzene	98-06-6	5	µg/l	(1)	Grab
Butyl benzyl phthalate	85-68-7	50	µg/l	(1)	Grab
Butyl isopropyl phthalate	NA	50	µg/l	(1)	Grab
Cadmium, Total	NA	20	µg/l	(1)	Grab
Captan	133-06-2	18	µg/l	(1)	Grab
Carbaryl	63-25-2	29	µg/l	(1)	Grab
Carbofuran	1563-66-2	15	µg/l	(1)	Grab
Carbon tetrachloride	56-23-5	5	µg/l	(1)	Grab
Carboxin	5234-68-4	50	µg/l	(1)	Grab
Chloramben ⁶	NA	88	µg/l	(1)	Grab
Chlordane	57-74-9	0.1	µg/l	(1)	Grab
Chloride	NA	500,000	µg/l	(1)	Grab
2,3,7,8-Tetrachlorodibenzo-p-dioxin	NA	0.0080 ²	µg/l	(1)	Grab

SEE PAGES 9 OF 10 AND 10 OF 10 FOR FOOTNOTES.

EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

During the period beginning with the start of each discharge event

and lasting until 7 days from the start of the discharge.

the discharges from the treatment facility to groundwater shall be limited and monitored by the operator as specified below:

Outfall Number & Effluent Parameter	CAS No.	Discharge Limitations Daily Max.	Units	Minimum Monitoring Requirements	
				Measurement Frequency	Sample Type
Chlorinated dibenzo-p-dioxins and Chlorinated dibenzofurans	NA	0.0080 ²	µg/l	(1)	Grab
Chlorobenzene	108-90-7	5	µg/l	(1)	Grab
4-Chlorobenzotrifluoride	98-56-6	5	µg/l	(1)	Grab
Chloroethane	75-00-3	5	µg/l	(1)	Grab
Chloroform	67-66-3	7	µg/l	(1)	Grab
2-Chloronaphthalene	91-58-7	10	µg/l	(1)	Grab
2-Chlorotoluene	95-49-8	5	µg/l	(1)	Grab
4-Chlorotoluene	106-43-4	5	µg/l	(1)	Grab
5-Chloro-o-toluidine	95-79-4	5	µg/l	(1)	Grab
Chromium, Total	NA	100	µg/l	(1)	Grab
Chromium, Hexavalent	NA	100	µg/l	(1)	Grab
Chrysene	218-01-0	0.60 ²	µg/l	(1)	Grab
Copper, Total	NA	1,000	µg/l	(1)	Grab
Cyanide, Total	NA	400	µg/l	(1)	Grab
Dalapon ⁶	NA	50	µg/l	(1)	Grab
4,4'-DDT	50-29-3	0.050 ²	µg/l	(1)	Grab
4,4'-DDD	72-54-8	0.040 ²	µg/l	(1)	Grab
4,4'-DDE	72-55-9	0.020 ²	µg/l	(1)	Grab
Dechlorane Plus	13560-89-9	5	µg/l	(1)	Grab
Diazinon	333-41-5	0.7	µg/l	(1)	Grab
Dibromochloromethane	124-48-1	50	µg/l	(1)	Grab
1,2-Dibromo-3-chloropropane	96-12-8	5	µg/l	(1)	Grab
Dibromodichloromethane	594-18-3	5	µg/l	(1)	Grab
Dibromomethane	74-95-3	5	µg/l	(1)	Grab
2,2-Dibromo-3-nitrilopropionamide	10222-01-2	50	µg/l	(1)	Grab
Di-n-butyl phthalate	84-74-2	770	µg/l	(1)	Grab
Dicamba	1918-00-9	0.44	µg/l	(1)	Grab
1,2-Dichlorobenzene	95-50-1	see sum of 1,2- & 1,4-Dichlorobenzenes			
1,4-Dichlorobenzene	106-46-7	see sum of 1,2- & 1,4-Dichlorobenzenes			
Sum of 1,2- & 1,4-Dichlorobenzenes	NA	4.7	µg/l	(1)	Grab
1,3-Dichlorobenzene	541-73-1	5	µg/l	(1)	Grab
3,4-Dichlorobenzotrifluoride	328-84-7	5	µg/l	(1)	Grab
Dichlorodifluoromethane	75-71-8	5	µg/l	(1)	Grab
1,1-Dichloroethane	75-34-3	5	µg/l	(1)	Grab
1,2-Dichloroethane	107-06-2	5	µg/l	(1)	Grab
cis-1,2-Dichloroethylene	156-59-2	5	µg/l	(1)	Grab

SEE PAGES 9 OF 10 AND 10 OF 10 FOR FOOTNOTES.

EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

During the period beginning with the start of each discharge event

and lasting until 7 days from the start of the discharge.

the discharges from the treatment facility to groundwater shall be limited and monitored by the operator as specified below:

Outfall Number & Effluent Parameter	CAS No.	Discharge Limitations Daily Max.	Units	Minimum Monitoring Requirements	
				Measurement Frequency	Sample Type
trans-1,2-Dichloroethylene	156-60-5	5	µg/l	(1)	Grab
1,1-Dichloroethylene	75-35-4	5	µg/l	(1)	Grab
Dichlorofluoromethane	75-43-4	5	µg/l	(1)	Grab
2,4-Dichlorophenoxyacetic acid	94-75-7	4.4	µg/l	(1)	Grab
1,2-Dichloropropane	78-87-5	5	µg/l	(1)	Grab
1,1-Dichloropropane	78-99-9	5	µg/l	(1)	Grab
1,3-Dichloropropane	142-28-9	5	µg/l	(1)	Grab
2,2-Dichloropropane	594-20-7	5	µg/l	(1)	Grab
1,1-Dichloropropene	563-58-6	5	µg/l	(1)	Grab
cis-1,3-Dichloropropene	10061-01-5	5	µg/l	(1)	Grab
trans-1,3-Dichloropropene	10061-02-6	5	µg/l	(1)	Grab
2,3-Dichlorotoluene	32768-54-0	5	µg/l	(1)	Grab
2,4-Dichlorotoluene	95-73-8	5	µg/l	(1)	Grab
2,5-Dichlorotoluene	19398-61-9	5	µg/l	(1)	Grab
2,6-Dichlorotoluene	118-69-4	5	µg/l	(1)	Grab
3,4-Dichlorotoluene	95-75-0	5	µg/l	(1)	Grab
3,5-Dichlorotoluene	25186-47-4	5	µg/l	(1)	Grab
Dieldrin	60-57-1	0.0080 ²	µg/l	(1)	Grab
Di(2-ethylhexyl)adipate	103-23-1	50	µg/l	(1)	Grab
Diethyl phthalate	84-66-2	50	µg/l	(1)	Grab
N,N-Dimethyl aniline	121-69-7	5	µg/l	(1)	Grab
Dimethylformamide	68-12-2	50	µg/l	(1)	Grab
Dimethyl phthalate	131-11-3	50	µg/l	(1)	Grab
Dimethyl tetrachloroterephthalate	1861-32-1	50	µg/l	(1)	Grab
2,6-Dinitrotoluene	606-20-2	5	µg/l	(1)	Grab
Di-n-octyl phthalate	117-84-0	50	µg/l	(1)	Grab
Diphenamid	957-51-7	50	µg/l	(1)	Grab
1,2-Diphenylhydrazine	122-66-7	ND	µg/l	(1)	Grab
1,1-Diphenylhydrazine	530-50-7	ND	µg/l	(1)	Grab
Diquat dibromide	85-00-7	20	µg/l	(1)	Grab
Dodecylguanidine acetate	2439-10-3	see sum of Dodecylguanidine acetate and Dodecylguanidine hydrochloride			
Dodecylguanidine hydrochloride	13590-97-1				
Sum of Dodecylguanidine acetate and dodecylguanidine hydrochloride	NA	50	µg/l	(1)	Grab
Dyphylline	479-18-5	50	µg/l	(1)	Grab
Endothall	145-73-3	50	µg/l	(1)	Grab
Endrin	72-20-8	0.020 ²	µg/l	(1)	Grab

EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

During the period beginning with the start of each discharge event

and lasting until 7 days from the start of the discharge.

the discharges from the treatment facility to groundwater shall be limited and monitored by the operator as specified below:

Outfall Number & Effluent Parameter	CAS No.	Discharge Limitations Daily Max.	Units	Minimum Monitoring Requirements	
				Measurement Frequency	Sample Type
Ethylbenzene	100-41-4	5	µg/l	(1)	Grab
Ethylene chlorohydrin	107-07-3	50	µg/l	(1)	Grab
Ethylene dibromide	106-93-4	5	µg/l	(1)	Grab
Ethylene glycol	107-21-1	50	µg/l	(1)	Grab
Ethylene oxide	75-21-8	0.05	µg/l	(1)	Grab
Ethylenethiourea	96-45-7	ND	µg/l	(1)	Grab
Ferbam	14484-64-1	4.2	µg/l	(1)	Grab
Fluometuron	2164-17-2	50	µg/l	(1)	Grab
Fluoranthene	206-44-0	50	µg/l	(1)	Grab
Fluorene	86-73-7	50	µg/l	(1)	Grab
Fluoride	NA	3,000	µg/l	(1)	Grab
Folpet	133-07-3	56	µg/l	(1)	Grab
Glyphosate	1071-83-6	50	µg/l	(1)	Grab
Guaifenesin	93-14-1	50	µg/l	(1)	Grab
Heptachlor	76-44-8	0.010 ²	µg/l	(1)	Grab
Heptachlor epoxide	1024-74-3	0.30 ²	µg/l	(1)	Grab
Hexachlorobenzene	118-74-1	0.35	µg/l	(1)	Grab
Hexachlorobutadiene	87-68-3	5	µg/l	(1)	Grab
α-Hexachlorocyclohexane(α-BHC)	319-84-6	0.010 ²	µg/l	(1)	Grab
β-Hexachlorocyclohexane(β-BHC)	319-85-7	0.020 ²	µg/l	(1)	Grab
δ-Hexachlorocyclohexane(δ-BHC)	319-86-8	0.040 ²	µg/l	(1)	Grab
Γ-Hexachlorocyclohexane(Lindane)	58-89-9	0.020 ²	µg/l	(1)	Grab
Hexachlorocyclopentadiene	77-47-4	5	µg/l	(1)	Grab
Hexachlorophene	70-30-4	7	µg/l	(1)	Grab
2-Hexanone	591-78-6	50	µg/l	(1)	Grab
Hexazinone	51235-04-2	50	µg/l	(1)	Grab
1-Hydroxyethylidene- 1,1-diphosphonic acid	2809-21-4	50	µg/l	(1)	Grab
2-(2-Hydroxy-3,5-di-tert- pentylphenyl)benzotriazole	25973-55-1	50	µg/l	(1)	Grab
Indeno(1,2,3-cd)pyrene	193-39-5	0.20 ²	µg/l	(1)	Grab
Iron, Total ⁷	NA	600	µg/l	(1)	Grab
Isophorone	78-59-1	50	µg/l	(1)	Grab
Isopropylbenzene	98-82-8	5	µg/l	(1)	Grab
4-Isopropyltoluene	99-87-6	5	µg/l	(1)	Grab
Kepone	143-50-0	10.0 ²	µg/l	(1)	Grab
Lead, Total	NA	50	µg/l	(1)	Grab

EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

During the period beginning with the start of each discharge event

and lasting until 7 days from the start of the discharge.

the discharges from the treatment facility to groundwater shall be limited and monitored by the operator as specified below:

Outfall Number & Effluent Parameter	CAS No.	Discharge Limitations Daily Max.	Units	Minimum Monitoring Requirements	
				Measurement Frequency	Sample Type
Magnesium, Total	NA	35,000	µg/l	(1)	Grab
Malathion	121-75-5	7.0	µg/l	(1)	Grab
Mancozeb	8018-01-7	60.0 ²	µg/l	(1)	Grab
Maneb	12427-38-2	60.0 ²	µg/l	(1)	Grab
Manganese, Total ⁷	NA	600	µg/l	(1)	Grab
Mercaptobenzothiazole	149-30-4	50	µg/l	(1)	Grab
Mercury, Total	NA	4	µg/l	(1)	Grab
Methacrylic acid	79-41-4	50	µg/l	(1)	Grab
Methoxychlor	72-43-5	35	µg/l	(1)	Grab
(2-Methoxyethyl)benzene	4013-34-7	50	µg/l	(1)	Grab
(1-Methoxyethyl)benzene	3558-60-9	50	µg/l	(1)	Grab
Sum of Methybenz(a)anthracenes	NA	0.002	µg/l	(1)	Grab
Methyl chloride	74-87-3	5	µg/l	(1)	Grab
2-Methyl-4-chlorophenoxyacetic acid(MCPA)	94-74-6	1000 ²	µg/l	(1)	Grab
Methylene bithiocyanate	6317-18-6	50	µg/l	(1)	Grab
Methylene chloride	75-09-2	5	µg/l	(1)	Grab
4-(1-Methylethoxy)-1-butanol	31600-69-8	50	µg/l	(1)	Grab
2-Methylethyl-1,3-dioxolane	126-39-6	50	µg/l	(1)	Grab
Methyl ethyl ketone	78-93-3	50	µg/l	(1)	Grab
Methyl methacrylate	80-62-6	700	µg/l	(1)	Grab
2-Methylstyrene	611-15-4	5	µg/l	(1)	Grab
3-Methylstyrene	100-80-1	5	µg/l	(1)	Grab
Metribuzin	21087-64-9	50	µg/l	(1)	Grab
Mirex	2385-85-5	5	µg/l	(1)	Grab
Nabam	142-59-6	60.0 ²	µg/l	(1)	Grab
Naphthalene	91-20-3	10	µg/l	(1)	Grab
Niacinamide	98-92-0	500	µg/l	(1)	Grab
Nickel, Total	NA	2,000	µg/l	(1)	Grab
Nitralin	4726-14-1	35	µg/l	(1)	Grab
Nitrate (as N)	NA	20,000	µg/l	(1)	Grab
Nitrilotriacetic acid ⁸	NA	3	µg/l	(1)	Grab
Nitrobenzene	98-95-3	5	µg/l	(1)	Grab
N-Nitrosodiphenylamine	86-30-6	50	µg/l	(1)	Grab
Oxamyl	23135-22-0	50	µg/l	(1)	Grab
Paraquat	4685-14-7	3.0	µg/l	(1)	Grab
Parathion	56-38-2	see sum of Parathion & Methyl parathion			
Methyl parathion	298-00-0	see sum of Parathion and Methyl parathion			

EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

During the period beginning with the start of each discharge event

and lasting until 7 days from the start of the discharge.

the discharges from the treatment facility to groundwater shall be limited and monitored by the operator as specified below:

Outfall Number & Effluent Parameter	CAS No.	Discharge Limitations Daily Max.	Units	Minimum Monitoring Requirements	
				Measurement Frequency	Sample Type
Sum of Parathion & Methyl parathion	NA	1.5	µg/l	(1)	Grab
Pentachloronitrobenzene	82-68-8	0.40 ²	µg/l	(1)	Grab
Phenanthrene	85-01-8	50	µg/l	(1)	Grab
Phenolic compounds (total phenols) ¹⁵	NA	8.0 ²	µg/l	(1)	Grab
Phenyl ether	101-84-8	10	µg/l	(1)	Grab
Phenylpropanolamine	14838-15-4	50	µg/l	(1)	Grab
cis-1-Phenyl-1-propene	766-90-5	5	µg/l	(1)	Grab
trans-1-Phenyl-1-propene	873-66-5	5	µg/l	(1)	Grab
3-Phenyl-1-propene	637-50-3	5	µg/l	(1)	Grab
Phorate	298-02-2	0.60 ²	µg/l	(1)	Grab
Disulfoton	298-04-4	0.60 ²	µg/l	(1)	Grab
Picloram ⁶	NA	50	µg/l	(1)	Grab
PCB-1016	12674-11-2	0.30 ^{2,10}	µg/l	(1)	Grab
PCB-1221	11104-28-2	0.30 ^{2,10}	µg/l	(1)	Grab
PCB-1232	11141-16-5	0.30 ^{2,10}	µg/l	(1)	Grab
PCB-1242	53469-21-9	0.30 ²	µg/l	(1)	Grab
PCB-1248	12672-29-6	0.30 ²	µg/l	(1)	Grab
PCB-1254	11097-69-1	0.30 ²	µg/l	(1)	Grab
PCB-1260	11096-82-5	0.30 ²	µg/l	(1)	Grab
Principal organic contaminant(POC) ⁹	NA	5	µg/l	(1)	Grab
Prometon	1610-18-0	50	µg/l	(1)	Grab
Propachlor	1918-16-7	35	µg/l	(1)	Grab
Propanil	709-98-8	7.0	µg/l	(1)	Grab
Propazine	139-40-2	16	µg/l	(1)	Grab
Propham	122-42-9	50	µg/l	(1)	Grab
n-Propylbenzene	103-65-1	5	µg/l	(1)	Grab
Pyrene	129-00-0	50	µg/l	(1)	Grab
Pyridine	110-86-1	50	µg/l	(1)	Grab
Selenium, Total	NA	40	µg/l	(1)	Grab
Silver, Total	NA	100	µg/l	(1)	Grab
Simazine	122-34-9	75	µg/l	(1)	Grab
Sodium	NA	20,000	µg/l	(1)	Grab
Styrene	100-42-5	930	µg/l	(1)	Grab
Sulfate	NA	500,000	µg/l	(1)	Grab
Suflides, Total	NA	1,000	µg/l	(1)	Grab
Tebuthiuron	34014-18-1	50	µg/l	(1)	Grab
Terbacil	5902-51-2	50	µg/l	(1)	Grab

EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

During the period beginning with the start of each discharge event

and lasting until 7 days from the start of the discharge.

the discharges from the treatment facility to groundwater shall be limited and monitored by the operator as specified below:

Outfall Number & Effluent Parameter	CAS No.	Discharge Limitations Daily Max.	Units	Minimum Monitoring Requirements	
				Measurement Frequency	Sample Type
Terbufos	13071-79-9	100.0 ²	µg/l	(1)	Grab
Sum of Tetrachlorobenzenes	12408-10-5	10	µg/l	(1)	Grab
1,2,3,4-Tetrachlorobenzene	634-66-2	5	µg/l	(1)	Grab
1,2,3,5-Tetrachlorobenzene	634-90-2	5	µg/l	(1)	Grab
1,2,4,5-Tetrachlorobenzene	95-94-3	10.0 ²	µg/l	(1)	Grab
1,1,1,2-Tetrachloroethane	630-20-6	5	µg/l	(1)	Grab
1,1,2,2-Tetrachloroethane	79-34-5	5	µg/l	(1)	Grab
Tetrachloroethylene	127-18-4	5	µg/l	(1)	Grab
Tetrachloroterephthalic acid	2136-79-0	50	µg/l	(1)	Grab
Tetrahydrofuran	109-99-9	50	µg/l	(1)	Grab
Thallium, Total	NA	4	µg/l	(1)	Grab
Theophylline	58-55-9	40	µg/l	(1)	Grab
Thiram	137-26-8	1.8	µg/l	(1)	Grab
Toluene	108-88-3	5	µg/l	(1)	Grab
o-Toluidine	95-53-4	5	µg/l	(1)	Grab
Tolytriazole	29385-43-1	50	µg/l	(1)	Grab
Toxaphene	8001-35-2	1.0 ²	µg/l	(1)	Grab
1,2,4-Tribromobenzene	615-54-3	5	µg/l	(1)	Grab
Tributyltin oxide	56-35-9	50	µg/l	(1)	Grab
Sum of Trichlorobenzenes	12002-48-1	10	µg/l	(1)	Grab
1,2,3-Trichlorobenzene	87-61-6	5	µg/l	(1)	Grab
1,2,4-Trichlorobenzene	120-82-1	5	µg/l	(1)	Grab
1,3,5-Trichlorobenzene	108-70-3	5	µg/l	(1)	Grab
1,1,1-Trichloroethane	71-55-6	5	µg/l	(1)	Grab
1,1,2-Trichloroethane	79-00-5	5	µg/l	(1)	Grab
Trichloroethylene	79-01-6	5	µg/l	(1)	Grab
Trichlorofluoromethane	75-69-4	5	µg/l	(1)	Grab
2,4,5-Trichloro-phenoxyacetic acid	93-76-5	35	µg/l	(1)	Grab
2,4,5-Trichloro-phenoxypropionic acid	93-72-1	0.26	µg/l	(1)	Grab
1,1,2-Trichloropropane	598-77-6	5	µg/l	(1)	Grab
1,2,3-Trichloropropane	96-18-4	5	µg/l	(1)	Grab
cis-1,2,3-Trichloropropene	13116-57-9	5	µg/l	(1)	Grab
trans-1,2,3-Trichloropropene	13116-58-0	5	µg/l	(1)	Grab
alpha,2,4-Trichlorotoluene	94-99-5	5	µg/l	(1)	Grab
alpha,2,6-Trichlorotoluene	2014-83-7	5	µg/l	(1)	Grab
alpha,3,4-Trichlorotoluene	102-47-6	5	µg/l	(1)	Grab
alpha,alpha,2-Trichlorotoluene	88-66-4	5	µg/l	(1)	Grab

SEE PAGES 9 OF 10 AND 10 OF 10 FOR FOOTNOTES.

EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

During the period beginning with the start of each discharge event

and lasting until 7 days from the start of the discharge.

the discharges from the treatment facility to groundwater shall be limited and monitored by the operator as specified below:

Outfall Number & Effluent Parameter	CAS No.	Discharge Limitations Daily Max.	Units	Minimum Monitoring Requirements	
				Measurement Frequency	Sample Type
alpha,alpha,4-Trichlorotoluene	13940-94-8	5	µg/l	(1)	Grab
2,3,4-Trichlorotoluene	7359-72-0	5	µg/l	(1)	Grab
2,3,5-Trichlorotoluene	56961-86-5	5	µg/l	(1)	Grab
2,3,6-Trichlorotoluene	2077-46-5	5	µg/l	(1)	Grab
2,4,5-Trichlorotoluene	6639-30-1	5	µg/l	(1)	Grab
2,4,6-Trichlorotoluene	23749-65-7	5	µg/l	(1)	Grab
1,1,1-Trichloro-2,2,2-trifluoroethane	354-58-5	5	µg/l	(1)	Grab
1,1,2-Trichloro-1,2,2-trifluoroethane	76-13-1	5	µg/l	(1)	Grab
Trifluralin	1582-09-8	35	µg/l	(1)	Grab
1,2,3-Trimethylbenzene	526-73-8	5	µg/l	(1)	Grab
1,2,4-Trimethylbenzene	95-63-6	5	µg/l	(1)	Grab
1,3,5-Trimethylbenzene	108-67-8	5	µg/l	(1)	Grab
2,3,6-Trimethylpyridine	1462-84-6	50	µg/l	(1)	Grab
2,4,6-Trimethylpyridine	108-75-8	50	µg/l	(1)	Grab
Triphenyl phosphate	115-86-6	50	µg/l	(1)	Grab
Uranyl ion	NA	10,000	µg/l	(1)	Grab
Vinyl chloride	75-01-4	2	µg/l	(1)	Grab
1,2-Xylene	95-47-6	5	µg/l	(1)	Grab
1,3-Xylene	108-38-2	5	µg/l	(1)	Grab
1,4-Xylene	106-42-3	5	µg/l	(1)	Grab
Zinc, Total	NA	5,000	µg/l	(1)	Grab
Zineb	12112-67-7	60.0 ²	µg/l	(1)	Grab
Ziram	137-30-4	8.0 ²	µg/l	(1)	Grab

Footnotes:

- (1) Samples must be collected prior to each discharge event. Discharge may not commence until the sample results show compliance with the above discharge limitations.
- (2) Discharge limit is set at the Practical Quantitation Limit (PQL). Actual groundwater effluent standard/limitation is below this limit.
- (3) Limit applies to each isomer individually.
- (4) Limit applies to each salt individually.
- (5) Limit applies as boron equivalents to the sum of these substances.

SEE PAGE 10 OF 10 FOR ADDITIONAL FOOTNOTES.

Footnotes(continued):

- (6) Limit includes forms that convert to the organic acid upon acidification to a pH of 2 or less; and esters of the organic acid.
- (7) The combined concentration of iron, total and manganese, total shall not exceed 1000 µg/l.
- (8) Includes related forms that convert to nitrilotriacetic acid upon acidification to a pH of 2.3 or less.
- (9) Applies to any and every individual substance to which the ambient principal organic contaminant standard applies, except any substance that has an effluent standard or limitation value listed above. See DOW TOGS 1.1.1 for information on determining the applicability of the ambient POC standard to individual substances.
- (10)
 - a. The treatment plant operator must monitor this discharge for PCBs using USEPA laboratory method 608. The laboratory must make all reasonable attempts to achieve an Minimum Detection Level (MDL) of 0.065 µg/l.
 - b. 0.10 µg/l is the discharge goal. The treatment plant operator shall report all values above the MDL (0.065 µg/l per Aroclor). If the level of any Aroclor is above 0.10 µg/l, the treatment plant operator must evaluate the treatment system and identify the cause of the detectable level of PCBs in the discharge.
 - c. If the Department determines that effluent monitoring results above 0.10 µg/l can be prevented by implementation of additional measures as proposed by the treatment plant operator in footnote 10.b above, and approved by the Department, the treatment plant operator shall implement such additional measures.
- (11) Only site generated pump test and containerized well development water are authorized for treatment and discharge.
- (12) Samples and measurements, to comply with the monitoring requirements specified above, must be taken from the holding tank prior to discharge to groundwater.
- (13) Discharge may not occur unless the ground is capable of accepting the treated effluent. The discharged water may not be ponded on top of saturated or frozen ground or permitted to flow across the ground surface. Also, a minimum separation distance of 100 feet must be maintained between the discharge location and any surface waters (including wetlands).
- (14) Discharge is not authorized until such time as an engineering submission showing the method of treatment and discharge is approved by the Department. The discharge rate may not exceed the effective treatment system or ground adsorptive capacity. All monitoring data, engineering submissions and modification requests must be submitted to the following DER contact person: David J. Chiusano, Project Manager.
- (15) Total phenolics must be analyzed using EPA Methods 420.1 or 420.2.

SECTION 02220

EXCAVATION

1. GENERAL

1.1 Scope of Work

- A. The **CONTRACTOR** shall furnish all labor, tools, materials, equipment, and incidentals to provide all work necessary to excavate and handle the fill/wastes and other material to be disposed of as shown on the Contract Drawings and specified herein.
- B. Protection of all work to remain.

1.2 Description of Work

- A. The extent of fill/waste, soil and other material excavation and handling, as discussed in the Limited Site Data Report, and as specified and shown on the Contract Drawings . Excavation will be advanced to the limits identified on the Contract Drawings and confirmatory samples will be collected at the frequency specified in the Contract Documents. Supplemental instructions may be furnished by the **ENGINEER** in the field.
- B. The work shall include, but not necessarily be limited to, the excavation and handling of contaminated fill/wastes and soils at the site.

1.3 Related Sections

Section 01050 - Surveys
Section 01425 - Sampling
Section 01560 - Erosion and Surface Water Control
Section 02110 - Clearing and Grubbing
Section 02140 - Dewatering
Section 02223 - Transportation and Disposal
Section 02920 - Fill Materials, Topsoil, Seeding, and Mulch

1.4 Submittals

The **CONTRACTOR** shall submit a work plan detailing the planned operations to complete the work to the **ENGINEER** for review and approval prior to the start of work.

2. PRODUCTS

Not applicable.

3. EXECUTION

3.1 General

- A. The **CONTRACTOR** shall confine operations to the main portion of the site as much as practical. The **CONTRACTOR** shall reduce the potential for cross-contamination of uncontaminated areas with contaminated soils by phasing the work and using appropriate decontamination protocols prior to moving between areas of contamination and minimizing double moving of materials.
- B. For each excavation area, the **CONTRACTOR** will be responsible for sloping, benching or otherwise shoring the excavation areas as necessary in accordance with applicable New York State and OSHA regulations (New York State Code Rule 753, OSHA Part 1926).
- C. As stated in Section 01425, Sampling, all fill/waste and soils to be excavated for off-site disposal are to be properly characterized (hazardous and non-hazardous) and additional sampling for disposal requirements, if necessary, shall be done by the **CONTRACTOR** at its own cost.
- D. As presented in the Limited Site Data, it has been documented that liquids and chemical wastes exist in the former CCA Treatment Building. The **CONTRACTOR** shall be prepared to sample and handle liquids and other wastes, both liquid or solid.
- E. The excavated fill/waste or soils may be “clean loaded” directly into the containers to be used during transportation, without any stockpiling of excavated materials. Should the “clean loaded” methodology be selected by the **CONTRACTOR**, the means and methods to characterize the soils in place prior to excavation will need to be first approved by the **ENGINEER** and **DEPARTMENT**.
- F. The **CONTRACTOR** may propose the use of temporary stockpiling as a means to expedite the project schedule or lower the overall project cost.
- G. If staging areas are proposed by the **CONTRACTOR**, they shall meet the following requirements:
 - 1. The staging area(s) shall be constructed to prevent the spread of any contamination to surrounding uncontaminated soils, surfaces, and/or groundwater.
 - 2. The staging area(s) shall have bermed sides and be lined with a minimum 40 mil HDPE sealed, watertight liner. Within the bermed area there will be a sump to allow the removal of any liquids that may accumulate within the staging area. The **CONTRACTOR** shall take sufficient precautions (i.e., placement of geotextile and/or aggregate above and/or below the liner) to ensure the integrity of the liner during its use. This liner shall be properly transported and disposed of by the **CONTRACTOR** when the staging area is no longer needed. If contaminated fill/waste, soil and/or other material are stockpiled in a contaminated zone, no bottom liner will be required.

3. The **CONTRACTOR** shall provide a minimum 20 mil sealed watertight liner to cover staged materials. Staged materials shall be covered at all times to prevent contaminated runoff, wind blowing, or dust generation.
- I. The **CONTRACTOR** shall keep contaminated materials classified for different types of disposal segregated. Excavation and stockpiling operations for the different materials must not be mixed, unless otherwise approved by the **ENGINEER**.
- J. The areas to be remediated shall be excavated as directed by the **ENGINEER** to the extent shown on the Contract Drawings, and as directed by the **ENGINEER**.
- K. The **CONTRACTOR** is required to collect and analyze post excavation confirmatory samples (see Sections 01400 and 01425) as specified in the Contract Documents and as directed by the **ENGINEER**. The **ENGINEER** shall review the analytical results and determine if additional excavation of soils is required and if additional confirmatory sampling is required in specific areas. The **CONTRACTOR** shall not demobilize the excavation equipment until the sampling results are reviewed and approved by the **ENGINEER**.
- L. For the culvert replacement under Speonk-Riverhead Road, the final depth of the excavation is established on the Contract Drawings; regardless of the results from the bottom of excavation confirmatory samples (this is true for excavations around utility poles also). At the bottom of these excavations a demarcation barrier will be placed over the entire area prior to the placement of backfill. The demarcation barrier will consist of a high visibility geotextile fabric, or an equivalent demarcation barrier approved by the **ENGINEER**.
- M. Groundwater or standing water in excavations must be removed and properly handled prior to the collection of confirmatory samples in accordance with Section 02140 - Dewatering. The **CONTRACTOR** shall be responsible for implementing any run-on controls necessary to minimize run-on from entering excavations. Standing water from precipitation events in excavations must be handled per approval of the **ENGINEER**.
- N. The **CONTRACTOR** shall employ dust control methods during handling activities as necessary. The **CONTRACTOR** shall use potable water or potable water amended with an appropriate surfactant, used in accordance with the manufacturer's recommendations, or other means to control dust acceptable to the **ENGINEER**. No visible dust is permitted beyond the limits of the exclusion zone as a result of excavation activities, as determined by the **ENGINEER**.
- O. Characterization samples shall be collected in accordance with Sections 01400 and 01425. The **CONTRACTOR** shall be responsible for all sampling and analyses as may be required by disposal facilities for disposal of fills/wastes and soils and other material under this Contract. All

sampling will be conducted with the **ENGINEER** present.

- P. The **CONTRACTOR** shall not load fill/waste and/or other material into the vehicles/containers when it is raining without prior approval from the **ENGINEER**. All fill/waste, soil and other material shall remain covered during rain.
- Q. Debris and material properly determined to be a listed hazardous waste as defined under federal and state regulations by the **ENGINEER** shall be disposed of as hazardous regardless of the **CONTRACTOR's** sampling results. Debris properly determined to be hazardous under federal and state regulations using the **CONTRACTOR's** sampling results shall be disposed of as hazardous.
- R. The **CONTRACTOR** shall be responsible for ensuring that the waste meets the approved landfill's acceptance criteria, including but not limited to the absence of free liquids. The **CONTRACTOR** shall be responsible for all costs involved in the additional handling and processing of any wastes deemed unacceptable by the approved landfill.
- S. **CONTRACTOR** shall be responsible for providing adequate protection against erosion during all field activities.
- T. The **CONTRACTOR** is not required to pay the Hazardous Waste Special Assessment (generator tax). Remedial work which generates hazardous waste from inactive hazardous waste disposal sites (as defined in 27-1301 of the Environmental Conservation Law (ECL)) are not subject to the special assessment "tax" because of the exemption found in 27-0923(3)(c) of the ECL. The **CONTRACTOR** remains responsible for paying any local and/or county taxes which may be applicable to the disposal of wastes from the remedial work.

*** END OF SECTION ***

SECTION 02223

TRANSPORTATION AND DISPOSAL

1. GENERAL

1.1 Scope of Work

NOTE: The Contractor has the option of setting up an on-site scale, or using an off-site certified scale. If an on-site scale is chosen, the specifications below must be met; if an off-site certified scale is used, the deliverables (relative to the scale) discussed below must be submitted (i.e., certification, weight tickets).

- A. The **CONTRACTOR** shall properly transport and dispose of all items, including solid, hazardous and nonhazardous wastes removed from the site, clearing and grubbing materials, sediments, debris, etc. to appropriate disposal facilities. This includes the wastes generated by the **CONTRACTOR**. The **CONTRACTOR** shall be responsible and will be held accountable for assuring that all sampling, analysis, transportation, and disposal requirements of the TSDF, SWMF, reclamation or salvage facilities, federal, state, and local governments are complied with and properly documented.
- B. Protection of work to remain.
- C. If an on-site scale is used, delivery and set-up of scale, including weight indicator and ticket printer.
- D. Certification of scale by Suffolk County Bureau of Weights and Measures.
- E. Employing a trained weighmaster familiar with the scale provided.
- F. Calibration, Repair and maintenance of the scale for the duration of the work specified under this Project.
- G. Providing proper foundations and ramps for the scale in accordance with the manufacturer's recommendations and Suffolk County Bureau of Weights and Measures.
- H. Removal of scale, foundations, and ramps once the **ENGINEER** determines that the exclusion zone has been remediated.

1.2 Submittals

- A. **Transportation Plan:** The **CONTRACTOR** shall submit a Transportation Plan to the **ENGINEER** prior to the start of work for review. This shall include:
 - 1. Type and number of vehicles used;
 - 2. Travel routes and times; and

3. Copies of transportation permits.
4. On-site truck scale shop drawing

B. **Disposal Facilities:** The **CONTRACTOR** shall submit to the **ENGINEER** information regarding proposed facilities for disposal of each type of waste. All proposed facilities must be permitted. Information submitted shall include, but not be limited to:

- (1) Name;
- (2) Owner;
- (3) Type of facility/permit;
- (4) Contact person, phone number;
- (5) Location;
- (6) Hours of operation; and
- (7) Copies of permits.

1.3 Permits and Regulations

A. The **CONTRACTOR** shall comply with all federal, state, and local regulations regarding transportation and disposal of hazardous and nonhazardous material. These include, but are not limited to:

1. Trucks used for transportation of hazardous material for disposal off site shall be permitted pursuant to 6 NYCRR Part 364;
2. Vehicle operator possession of a commercial driver's license with hazardous materials endorsement (if applicable);
3. Registration of vehicle as a hazardous waste carrier (if applicable);
4. Utilization of shipping papers and/or hazardous waste manifest (40 CFR 262.20);
5. Proper marking and placarding of vehicles;
6. Placement of emergency response procedures and emergency telephone numbers in vehicle, and operator familiarity with emergency response procedures (see Minimum Health and Safety Requirements, attached); and
7. Compliance with load height and weight regulations.

2. PRODUCTS

2.1 Materials and Equipment

A. All equipment supplied shall be in good working condition. Equipment and machinery delivered to the site, including haul trucks that have visible oil or hydraulic fluid leaks, will not be allowed on site until satisfactorily repaired. The **CONTRACTOR** is responsible for the cleanup of any oil or hydraulic fluid spills at the **CONTRACTOR'S** expense.

- B. The **CONTRACTOR** shall not allow soil to be tracked off site at any time during the Project. Visible soil tracks on streets will not be allowed. The **CONTRACTOR** shall take sufficient precautions to prevent loose soils from adhering to tire treads, wheel wells, etc. Any loose soil spread shall be cleaned up, at the direction of the **ENGINEER**.
- C. Trucks used for transportation of material for off-site disposal shall be water tight and permitted pursuant to 6 NYCRR Part 364. All trucks shall be covered prior to leaving the site.
- D. Portable Axle Scale. If an on-site scale is used, the Contractor shall provide equipment which conforms to the following specifications:
 - 1. Overall Capacity shall be suitable for the heaviest dump trucks used by the contractor,
 - 2. An electronic indicator with 50 lbs gradation, indicating total truck weight.
- E. Ticket Printer
 - 1. The ticket printer shall be of the same manufacturer as the truck scale and shall be fully compatible with the scale and weight indicator.

3. EXECUTION

3.1 Decontamination

- A. Transport vehicles shall be decontaminated at the Decontamination Station (see Section 01100) upon leaving the Exclusion Zone at the site and again at the disposal facility as required.

3.2 Transportation

- A. Materials shall be transported only at the times and by the routes indicated in the approved Transportation Plan, unless permission is received by the **ENGINEER** to do otherwise. The **CONTRACTOR** shall observe the legal load limits.
- B. Prior to shipment of hazardous wastes off the site, the **CONTRACTOR** shall confirm by written communication from the designated TSDF that it is authorized, has the capacity to pretreat waste if necessary, and will provide or assure that the ultimate disposal method is followed for the particular hazardous waste on the manifest. Additionally, the **CONTRACTOR** shall confirm by written communication from the designated transporter(s) that they are authorized to deliver the manifested waste to the designated TSDF or SWMF.
- C. The **CONTRACTOR** is not required to pay the Hazardous Waste Special Assessment (generator tax). Remedial work which generates hazardous

waste from inactive hazardous waste disposal sites (as defined in 27-1301 of the Environmental Conservation Law (ECL)) are not subject to the special assessment "tax" because of the exemption found in 27-0923(3)(c) of the ECL. The **CONTRACTOR** remains responsible for paying any local and/or county taxes which may be applicable to the disposal of wastes from the remedial work.

3.3 Sampling

- A. The **CONTRACTOR** shall be responsible for all costs associated with sampling of wastes to be disposed of as may be required by the disposal facility.

3.4 Manifesting

- A. The **CONTRACTOR** shall complete all required manifest forms and Bill of Lading forms for the **DEPARTMENT** for proper transportation and disposal of materials off site. Since there is no responsible party to act as the generator at this inactive hazardous waste disposal site, the **DEPARTMENT** has obtained the EPA-required generator identification number and the **DEPARTMENT** or its representative will sign all manifests for proper shipping. The **ENGINEER** has authority to sign waste manifests for the Department during this contract. However, the **CONTRACTOR** shall be responsible and will be held accountable for assuring that all sampling, analysis, transportation, and disposal requirements of the TSDF, SWMF, POTW, federal, state, and local governments are complied with and properly documented. The EPA-required Generator Identification Number for the BB&S Treated Lumber site is: **NYD054989421**.

3.5 Truck Scale

- A. Prior to transportation of materials for off-site disposal, the materials shall be weighed. The sequence of operation for truck weighing is as follows:
 - 1. The incoming empty truck proceeds to the weigh scale.
 - 2. The truck stops on the scale and is weighed without the driver in the truck; the empty weight is recorded.
 - 3. The truck exits the scale area and proceeds to the loading area.
 - 4. After being loaded, the truck proceeds to the decontamination pad and is decontaminated.
 - 5. After being decontaminated, the truck again proceeds to the weight scale.
 - 6. The truck stops on the scale and is weighed without the driver in the truck; the loaded weight is recorded.

7. The truck exits the scale area.
- B. If an on-site scale is used the **CONTRACTOR** shall deliver, install, calibrate, obtain proper certification, maintain, and have the truck scale and appurtenances in proper working order prior to removing materials for disposal from the site.
- C. The weight indicator and ticket printer shall be protected from weather and vandalism by being placed either in a suitable scale house or an office trailer.
- D. No weights will be accepted or paid for unless the **ENGINEER** witnesses the weighing and receives the associated weight ticket.
- E. The scale shall be located in an uncontaminated area. The **ENGINEER** must first approve of any location proposed.

3.6 EPA Hazardous Waste Generator Number

The EPA Hazardous Waste Generator Number for this site is **NYD054989421**.

*** END OF SECTION ***

SECTION 02670 MONITORING WELLS

PART 1 GENERAL

1.01 SUMMARY

This section includes:

1. The procedures for installing new monitoring wells.
2. The procedures for decommissioning existing wells.

1.02 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.
1. American Petroleum Institute
 - a. API-13 A American Petroleum Institute Specification 13 A
 2. American Society for Testing and Materials
 - a. ASTM C 150 1992 Standard Specification for Portland Cement
 3. National Water Well Associations
 - a. NWWA-EPA "Handbook of Suggested Practices for the Design and Installation of Groundwater Monitoring Wells"
 4. Codes, Rules, and Regulations of the State of New York
 - a. 6 NYCRR Part 360 Solid Waste Management Facilities
 5. New York State Department of Environmental Conservation
 - a. GW-MW-10/96 1996 Groundwater Monitoring Well Decommissioning Procedures
 - b. Water Supply Well Decommissioning Recommendations

1.03 SUBMITTALS

- A. Records
1. Submit the following in accordance with Section VIII, Articles 5.23 through 5.29.
 - a. New well construction diagrams.
 - b. New well boring logs.
 - c. Results of video inspection of onsite former production well
 - d. Shop drawings for well identification tags

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Casing and screens shall arrive on site clean and in factory cartons.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Risers (inner casings):
 - 1. 2 inch internal diameter (ID), schedule 40, threaded, flush-joint, PVC pipe.
 - 2. The top of the PVC casing shall be equipped with a threaded vent cap.
- B. Screen sections:
 - 1. Manufactured slotted well screens with slot size of 0.020 inch (20-slot), 10 feet in length and equipped with threaded bottom plugs.
- C. Sand pack:
 - 1. Consisting of graded silica sand with an average grain size and grain-size distribution such that only minimal amounts of the sand may pass through slots in the screen.
- D. Finer-grained sand pack:
 - 1. 100% passing the No. 30 sieve and less than 2% passing the No. 200 sieve.
- E. Protective pipe casing:
 - 1. 4-inch I.D. (minimum) steel casing.
- F. Bentonite:
 - 1. Powdered, premium-grade sodium montmorillonite conforming to applicable standards set forth in API-13 A with a minimum barrel yield of 90 barrels/ton.
 - 2. Pellets, (Hole Plug or equivalent)
- G. Cement:
 - 1. Portland cement in accordance with ASTM C 150, Type II.

2.02 EQUIPMENT

- A. Locks:
 - 1. New plastic-coated, weather-resistant locks with O-ring seals around shackle and 3-inch-long shackle.
 - 2. Locks shall be American Lock Company Weatherbuilt Plus Series 72WCC, or equal. All new and existing wells shall be provided similar locks and shall be keyed alike.
- B. Identification Tags:
 - 1. New stainless steel or aluminum identification tags shall be provided at each new and existing monitoring well. The letters shall be no less than 0.2" in height and shall be either stamped or engraved into the tag. The identification tags shall include the following information:
 - Monitoring well identification number (example: MW-24 s,i,d)
 - BB&S Treated Lumber Corporation Site
 - NYSDEC Site ID 1-52-123
- C. Protective Steel Casing:

1. A new 6" diameter protective steel casing shall be installed at the onsite and offsite wells, as shown on the Contract Drawings.
2. Protective casing will be topped with lockable Royer (or Equal) aluminum well cap, as shown on the Contract Drawings.
3. Steel casing shall be surrounded by a 2.5' x 2.5' x 4" thick concrete slab, as shown on the Contract Drawings.

2.03 MIXES

- A. Cement/Bentonite Grout:
1. Water, cement, and bentonite mixed as follows:
 - a. 5 to 7 gallons of water
 - b. 94 pounds of cement
 - c. 1 to 4 pounds of bentonite.

PART 3 EXECUTION

- A. Recovery wells RW-1 and RW-2 shall be decommissioned in accordance with the New York State Department of Environmental Conservation Water Supply Well Decommissioning Recommendations.. The recovery wells are constructed with 6-inch diameter stainless steel well screen and steel casing/riser, within the upper glacial sand and gravel aquifer. The total depth (TD) of RW-1 102.5 ft bgs with screen extending from 36.2 ft bgs to TD. The total depth of RW-2 is 101.5 ft bgs with screen extending from 35.1 ft bgs to TD. There are no pumps in either well.
- B. The former onsite production well shall be decommissioned in accordance with the New York State Department of Environmental Conservation Water Supply Well Decommissioning Recommendations. The total depth (TD) of the former onsite production well is estimated to be 125 ft bgs, with screen extending from 50 ft bgs to TD. There is no pump in the well. The **CONTRACTOR** shall video cam the entire depth of the well to determine the actual depth and screen interval prior to decommissioning. The results of the video inspection shall be provided to the **ENGINEER** prior to decommissioning.
- C. A new nested monitoring well pair (MW-27s and MW-27i) shall be installed at the location shown on the contract drawings in accordance with the procedures outlined in this specification. The well pair will be constructed in a single augered borehole. Well MW-27i will be installed with a screen interval from 90.0 ft. to 100.0 ft. bgs. Well MW-27s will be constructed with a screen interval from 35 ft. bgs to 55 ft. bgs. After installation of the well and surface seal is complete, each well shall be developed in accordance with the procedures outlined in this section. The location and elevation of the well must also be surveyed in accordance with Section 01050.
- D. New steel protective well casings shall be installed over the wellheads of existing on-site wells MW-3, MW-4, MW-5, MW-6, MW-9, MW-10, and off-site well MW-13. Protective casing will be topped with lockable Royer (or Equal) aluminum well cap, as shown on the Contract Drawings. Steel casing shall be surrounded by a 2.5' x 2.5' x 4" thick concrete slab, as shown on the Contract Drawings.

- E. New aluminum or stainless steel well identification tags shall be installed on the exterior of each new and pre-existing on-site and off-site monitoring well. The ID tags shall be affixed to the outside of the protective steel casing or steel cover for existing flush-mount road box casings. The IDs for wells requiring tags are as follows:
MWPD-1D; MWPD-2S; MW-3; MW-4; MW-5; MW-6; MW-9; MW-10; MW-13; MW-21; MW-22; MW-17s,i,d; MW-18s,i,d; MW-19s,i,d; MW-20s,i,d; MW-23s,i,d; MW-24s,i,d; MW-25s,i,d; MW-26s,i,d; and MW-27s,i.

3.01 PREPARATION

- A. Protection
1. Protect existing monitoring wells to remain.
 2. If integrity of wells to remain is compromised (casing becomes bent or loose or grout cracks) as a result of **CONTRACTOR's** operations, the wells shall be repaired or properly decommissioned and replaced in kind, at no additional cost to the **DEPARTMENT**.
- B. Equipment and Material Preparation and Cleanup
1. All drilling equipment such as augers, casing, bits, and sampling equipment that may come in contact with subsurface materials shall be steam cleaned before being brought onto the site.
 2. The drilling and sampling equipment shall be steam cleaned before leaving the site in accordance with the provisions included in the **CONTRACTOR'S** approved Work Plan/HASP.
 3. All PVC materials (screens and riser) shall be steam cleaned prior to well installation.
 4. Drilling fluids, including development waters, shall be disposed offsite, or treated via a temporary water treatment system and discharged onsite.
 5. Drill cuttings shall be consolidated on site with the excavated soil for characterization and proper disposal.

3.02 INSTALLATION

- A. General
1. The work shall be carried out in accordance with NWWA-EPA, and 6 NYCRR Part 360.
 2. Provide new locks for all monitoring wells, as shown on the Drawings.
 3. All locks shall be keyed alike.
 4. Provide four sets of keys.
 5. Provide and install steel protective casing and locking caps, as shown on the Drawings.
 6. Provide identification tags at all onsite and offsite well locations, as shown on the Drawings.
- B. Overburden Monitoring Wells
1. New overburden monitoring wells shall be installed in 6-inch I.D. hollow-stem auger (HSA)-drilled boreholes and shall be screened entirely within overburden materials.
 2. Set deeper of well pair to the prescribed depth.

3. The sand pack shall be introduced gradually inside the 6-inch-diameter augers, and shall fill the annular space between the screen and borehole adjacent to the screen, extending 1.5 feet above the screen.
4. Provide 4 feet of finer-grained sand (Morie Grade 00, or Equal) choke directly on top of sand pack.
5. Prevent collapse of the native formation materials against the well casing or screen.
6. Frequent and precise measurements shall be provided to ensure the proper placement of all materials.
7. Extract augers to depth of 5 feet below installation depth for shallow well. Allow formation collapse to fill borehole, or add finer-grained sand if needed.
8. Install 4 foot-thick fine sand choke.
9. Install sand pack to prescribed depth for bottom of shallow well.
10. Set shallow well of pair to prescribed depth.
11. Repeat steps 3 to 6 for shallow well screen.
12. Provide cement/bentonite grout above the bentonite seal to 4 feet of ground surface. No organic polymer additives are permitted.
13. The grout shall be mixed with a mud pump to a consistency acceptable to the **ENGINEER**.
14. The grout material shall be introduced via a tremie pipe lowered to just above the top of the bentonite layer. As the grout material is pumped into the borehole, the tremie pipe shall be removed, and the augers withdrawn.
15. Remove augers upon completion of grouting.
16. Provide an outer watertight protective steel casing cemented in place around the PVC riser pipe.
17. The top of the steel casing shall extend approximately 3 feet above the finished grade and 2 inches above the top of the PVC well casing. Three feet of steel casing shall be below ground.
18. The monitoring well shall have a vented and locking cap.
19. All monitoring wells at the site (newly installed and existing monitoring wells) should be keyed alike (old wells should have locks removed/replaced).
20. The cement collar shall be tapered away from the well to divert surface runoff from the well.
21. The cement collar around the base of the protective pipe shall be reinforced with non-galvanized wire mesh or polypropylene fibers.
22. Permanent well identification markers should be placed on all monitoring wells at the site.

3.03 NEW MONITORING WELL DEVELOPMENT AND SAMPLING

- A. Allow the wells to set a minimum of 48 hours prior to development.
- B. Develop until a turbidity of 50 nephelometric turbidity units (NTUs), or it has stabilized, and the pH and conductivity of the groundwater removed stabilize (measurements within 10% of each other for a minimum of three consecutive measurements; measurements to be taken every 10 minutes until water clears, every 5 minutes to confirm stabilization of parameters).
- C. A minimum of five well volumes shall be removed.
- D. All development water shall be containerized in DOT-approved 55-gallon drums or transported to the onsite frac tank, sampled for waste characterization

analysis, and disposed of by the **CONTRACTOR** at a permitted water handling facility (or treated and discharged onsite).

3.04 WELL DECOMMISSIONING

- A. Wells shall be decommissioned in accordance with New York State Department of Environmental Conservation Water Supply Well Decommissioning Procedures.
- B. All components removed during well decommissioning shall be properly characterized and disposed off-site.
- C. Excavated soils shall be handled the same as drill cuttings, per section 3.01 of this part.

3.05 DISPOSAL OF WASTES GENERATED

- A. The development/purge water will be handled and treated in the same manner as the water from the dewatering of the excavations and the decontamination water.
- B. The drill cuttings from well installation and decommissioning shall be contained, sampled, characterized, and sent off-site for disposal with excavated soils of similar characterization (i.e., non-hazardous or hazardous) under Payment Item UC-4 or UC-5.

END OF SECTION

SECTION 02670 – Monitoring Wells

Appendix A

New York State Department of Environmental Conservation

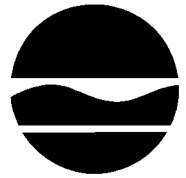
Division of Water

Bureau of Water Resource Management, 4th Floor

625 Broadway, Albany, New York 12233-3508

Phone: (518) 402-8086 Fax: (518) 402-8082

Website: www.dec.state.ny.us



Alexander B. Grannis
Commissioner

WATER SUPPLY WELL DECOMMISSIONING RECOMMENDATIONS DIVISION OF WATER

Note: these recommendations do not apply to decommissioning of wells at hazardous waste sites. For information regarding such undertakings, contact the NYSDEC Division of Environmental Remediation.

I. Local and regional regulations

Prior to conducting well decommissioning, municipal authorities should be contacted to determine if there are local regulations regarding this activity. In the counties of Nassau and Suffolk, the NYSDEC Region 1 office must be contacted (631-444-0405) prior to any well decommissioning.

II. Written records

Complete and accurate written records of decommissioning operations should be maintained. The information to be recorded should include the original well log and/or construction record, the type of grouting material used, volume of material used, and method of placing grouting material into the well.

III. Removal of obstructions

Remove equipment, materials, debris, and obstructions that may interfere with sealing of the well or boring. This may include pumping equipment, drop pipe, packers, etc.

IV. Disinfection

The well should be disinfected using a solution of calcium hypochlorite, such as HTH, containing approximately 65% to 75% available chlorine. Common household bleach may be too weak. Calcium hypochlorite products containing fungicides, algicides, or other disinfectants should be avoided.

V. Casing

Appropriate measurements should be made to verify the depth of the well. Casing with an open annular space should be either grouted in place or removed. For casing removed from a collapsing formation, grout should be pumped through a tremie pipe so that during its removal the bottom of the casing remains submerged in grout.

Where casing is grouted in place, the casing should be cut off at least 12 inches below grade. For wells located in a building, upon completion of grouting the casing should be filled to floor level with no less than 12 inches of cement. Casing should be cut off not more than 3 inches from floor level. For wells terminating in a well pit, casing should be cut off not less than twelve inches below the grade established when the pit is filled.

After the grout has consolidated, the top of the casing should be closed and sealed. Steel casings should be sealed with a welded steel plate; PVC casings with a permanently affixed PVC cap.

VI. Screened interval

The portion of the well occupied by the well screen should be filled with clean sand or gravel (defined as being relatively free of clay and organic matter). The filling should be no less permeable than the formation surrounding the well screen and should extend no more than three feet above the top of the screen.

VII. Grouting of the well.

The entire casing, including riser annular spaces between casings should be filled. Sealing materials should have bearing strength sufficient to prevent subsidence and support traffic or building loads.

A. Slurry mixture and pumping - When a bentonite slurry, neat cement slurry or concrete slurry is used, it should be placed into the well under pressure via a tremie pipe of at least one inch inside diameter. At the start of operations, the tremie pipe should be placed at the bottom of the well to avoid segregation or dilution of sealing materials. The tremie pipe should be submerged in the slurry at all times during slurry placement. The tremie pipe may be raised slowly as grout is introduced to the casing or hole. Placing of grout should be continuous until grout appears at the top of the casing, at which time the tremie pipe may be removed.

B. Cement slurries - Neat cement or concrete slurries should be prepared by adding cement or sand-and-cement to the calculated required volume of clean water. The material should be satisfactory mixed until it is free of lumps, then immediately pumped into the well without delay.

C. Coarse grade or pelletized bentonite - Where coarse grade or pelletized bentonite is used, it should be poured slowly into the top of the well to avoid bridging of material in the casing or borehole. Pellets or coarse bentonite should be placed into the well by pouring at an even rate not to exceed five minutes per fifty pounds of materials. Fine bentonite particles which accumulate in the bottom of the shipping container should not be used. A work pipe or weighted drop string should be placed in the well and the height of accumulated plugging material measured after each 50 pounds of bentonite is placed in the well. If measurement indicates that bridging of plugging material has occurred, a work pipe, drill rods, or other weighted device should be run into the casing to break the bridge. The plugging operation should continue until the bentonite appears at the surface. Water should then be placed into the casing to promote expansion of the bentonite above the static water level.

D. Additional sealing recommendations for wells or borings in unconsolidated materials.

1. It is recommended that the portion of a well adjacent to unconsolidated material be filled with bentonite grout, high solids bentonite grout, or neat cement grout. Concrete grout is most appropriate for grouting in the dry portion of the hole.

2. A dug well 16 inches or greater in diameter may be sealed by pouring at a rate sufficient to completely fill the well without bridging using:

- (a) uniformly mixed dry bentonite powder or granular bentonite and sand in a ratio of one part bentonite to five parts sand;
- (b) clean unconsolidated materials with a permeability of 10^{-6} centimeters per second or less; or
- (c) concrete grout.

E. Additional sealing recommendations for wells or borings in rock.

The portion of a well or boring in rock should be grouted with neat cement. Wells penetrating cavernous rock may require placement of a bridge in competent rock over the void. Grout is then placed above the bridge.

VIII. Sealing flowing well.

The discharge from a flowing well must be stopped and the well sealed. Testing of the seal should involve capping the well for a period of one week and checking for any leakage around the outside of the casing. If any leakage occurs, the casing must be resealed prior to decommissioning. The Department should be notified when a well cannot be sealed as described.

IX. Site restoration

Well pits should be filled with clean soil to the established grade level. Upon completion of well decommissioning, the site should be restored to a condition that reasonably approaches the original condition of the property prior to the start of work. The work area should be graded to conform to existing ground contours. All materials, debris, tools, machinery, sealing material, grease, or other materials which have accumulated at the site should be removed and/or disposed of properly and in accordance with law.

SECTION 02920

FILL MATERIALS, TOPSOIL, SEEDING, AND MULCH

1. GENERAL

1.1 Description

CONTRACTOR shall provide, place and compact fill materials and restore the Site, as shown on the drawings, and as specified herein. All approved clean fill materials must be obtained from off-site sources with valid Department permits.

1.2 Related Sections

Section 01425, Sampling
Section 02220, Excavation
Section 02110, Clearing and Grubbing

1.3 References

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

DEPARTMENT OF AGRICULTURE (DOA)

DOA FSA 1985 Federal Seed Act Rules and Regulations of the Secretary of
Agriculture

New York State Laws

NY AGRI & MKT New York State Agriculture and Markets Law

NEW YORK DEPARTMENT OF TRANSPORTATION (NYSDOT)

NYSDOT Spec. 1990 (or latest revision) Standard Specifications -- Construction and
Materials

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 422 Standard Test Method for Particle-Size Analysis of Soils

ASTM D 1140 Amount of Material in Soils Finer Than the No. 200 Sieve

ASTM D 1557 Laboratory Compaction Characteristics of Soil Using Modified Effort
(56,000 ft-lbf/ft³)

ASTM D 2487 Classification of Soils for Engineering Purposes

ASTM D 2850 Standard Test Method for Unconsolidated, Undrained Compressive
Strength of Cohesive Soils in Triaxial Compression

ASTM D 5268 Standard Specification for Topsoil Used for Landscaping Purposes

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
(Department)

Department ASP NYSDEC Analytical Services Protocol

Department 6NYCRR Part 375

1.4 Submittals

The CONTRACTOR shall submit:

- A. The name and location of each proposed source of backfill and topsoil.
- B. Certification from suppliers that all fill materials and topsoil to be supplied for use on this Project meet the requirements of this Specification section, and that the materials are clean (meet analytical criteria specified in Section 01425, Confirmatory Sampling - provide one analytical sample per source of material to be used: the list of analytes must include each compound on the target compound list in the NYSDEC ASP). The ENGINEER shall use 6NYCRR Part 375 Soil Cleanup Objectives, for unrestricted residential use, as the basis for acceptance of the fill materials. Certification must be received and approved by the ENGINEER prior to delivery of fill materials to the Site. The ENGINEER must be present during the acquisition of these samples from each source.
- C. Samples of all fill materials.
- D. A typical grain-size analysis, including hydrometer analysis of all proposed fill materials, except fine stone.
- E. The liquid and plastic limit of the fill materials, except stone fill.
- F. The moisture density curve for the fill material, except rip rap.

- G. Compaction testing results, including field density measurements.
- H. Testing results of the proposed topsoil, for review and approval by the ENGINEER, indicating the percent nitrogen, phosphorus, and potash.
- I. Certification that soil supplements meet the requirements of the New York State Agriculture and Marketing Law.
- J. Proof that the topsoil meets the specifications below and has:
 - 1. $5.5 \leq \text{pH} \leq 7.6$.
 - 2. Between 2% and 10% organic matter.
 - 3. 15% or less of clay.
 - 4. The gradation specified herein.
 - 5. Soluble salts concentration not more than 500 mg/kg.
- K. A guaranteed analysis of the seed mix(es).
- L. Certification tests from each lot of seed in consistence with the lot label in accordance with the provisions of the New York State Agriculture and Marketing Law.

2. PRODUCTS

2.1 Common Fill

- A. Common fill shall be well-graded granular material from fine to coarse, obtained from approved natural deposits and unprocessed except for the removal of unacceptable material and stones larger than the maximum size permitted. It shall be substantially free from loam and other organic matter, clay, and other fine or harmful substances.

Common fill shall meet the following gradation:

<u>Sieve</u>	<u>Percent by Weight Passing</u>
4"	100
No. 40	0 - 70
No. 200	0 - 15

Any material containing vegetative or organic matter, such as peat, organic silt, sod, ice, snow, or other deleterious material is not acceptable. Material that

contains large voids when placed, which will allow migration of the overlying and surrounding materials and soil, is also not acceptable.

2.2 Gravel Fill

- A. Gravel fill shall be well-graded granular material obtained from approved natural deposits and unprocessed except for the removal of unacceptable material and stones larger than the maximum size permitted. It shall be substantially free from loam and other organic matter, clay, and other fine or harmful substances.

Stone fill shall meet the following gradation:

<u>Sieve</u>	<u>Percent by Weight Passing</u>
3"	100
2"	90 - 100
1/4"	30-65
No. 40	5 - 40
No. 200	0-10

Any material containing vegetative or organic matter, such as peat, organic silt, sod, ice, snow, or other deleterious material is not acceptable. Material that contains large voids when placed, which will allow migration of the overlying and surrounding materials and soil, is also not acceptable.

2.3 Topsoil and Soil Supplements

Topsoil shall be a loam typical of locality provided from an off-site source approved by the DEPARTMENT. The source material shall be friable sandy loam, clay loam, loam, silt loam, sandy clay loam, or the soil. Topsoil shall be free of subsoil and shall not contain any slag, cinders, stones, lumps of soil, sticks, roots, trash, or other extraneous materials larger than 1-1/2 inches in diameter. Topsoil shall be free of plants (or plant parts) of Bermuda grass, quackgrass, Johnson grass, nutsedge, poison ivy, Canada thistle, honeysuckle. Topsoil shall contain from 2 to 10 percent organic matter by weight. The pH of the topsoil shall be greater than or equal to 5.5 and less than or equal to 7.6. Provide gradation (in accordance with ASTM D 422) of 100 percent passing the No. 4 sieve, between 20 to 80 percent passing the No. 200 sieve, and 15 percent (maximum) particle size less than 0.002 mm. The topsoil shall meet the analytical criteria specified in Section 01425, "Confirmatory Sampling." The CONTRACTOR shall obtain one analytical sample per source of material to be used. The list of analytes must include each compound on the target compound list in the NYSDEC ASP.

Fertilizer shall contain total nitrogen, available phosphoric acid, and soluble potash in the ratio 10-10-10. Each bag of fertilizer shall bear the manufacturer's guaranteed statement of analysis.

Limestone shall be ground limestone having a minimum total neutralizing value of 88% calcium carbonate equivalence. A minimum 90% shall pass No. 20 sieve and a minimum of 60% shall pass the No. 100 sieve.

Mulch shall be shredded stalks of oat, wheat, rye, or other approved crop air dried and free from noxious weeds, mold, or objectionable material.

2.4 Seed

Seed shall be as per New York State DEPARTMENT of Transportation (NYSDOT) standard specifications Section 713-04 and as specified herein.

The on-site and off-site seed mixture shall consist of:

Percent by No. of seeds (not weight)	Scientific Name	Common Name
42.5%	<i>Phleum pratense</i>	Timothy
24.9%	<i>Trifolium hybridum</i>	Alsike Clover
15.6%	<i>Dactylis glomerata</i>	Orchard Grass
3.9%	<i>Lespedeza bicolor</i>	Bicolor Lespedeza
3.5%	<i>Panicum virgatum</i>	Switchgrass
0.9%	<i>Andropogon virginicus</i>	Broom-Sedge
5.3%	<i>Setaria italica</i>	Fox-Tail Bristle Grass
1.9%	<i>Helianthus annuus</i>	Common Sunflower
0.8%	<i>Polygonum pensylvanicum</i>	Pennsylvania Smartweed
0.7%	<i>Avena sativa</i>	Oats

Provide vegetative cover with a grass seed mixture that is fresh, clean, and of the current season's crop. The vegetative cover shall be delivered in unopened containers bearing the guaranteed analysis of the mix.

The seed mixture shall provide a permanent mixed cover of grasses, forbs, and legumes with an initial cover of annuals using the seed proportions in the following table. Apply at a rate of 20 pounds per acre.

2.5 Demarcation Barrier

At the culvert under Speonk-Riverhead Road, around existing power poles, and immediately adjacent existing structures, the final depth of the excavation is established on the Contract Drawings, regardless of the results from the bottom of excavation samples (this is true for only these locations). At the bottom of these two excavations a demarcation barrier will be placed over the entire area prior to the placement of backfill. The demarcation barrier at the culvert and power poles will consist of a high visibility geotextile fabric, or an equivalent demarcation barrier approved by the ENGINEER. An HDPE geomembrane shall be used as the demarcation layer along the perimeter of structures as indicated on the Contract Drawings.

3. EXECUTION

3.1 General Placement Requirements for Fill Materials

The ENGINEER must approve each excavation as final before the CONTRACTOR will be allowed to place backfill material in that excavation.

The CONTRACTOR shall place backfill in areas where soils are to be excavated. All excavations shall be backfilled with common fill to within six inches of final grade, followed by topsoil placement to final grade, and seeding, or by placement of gravel to final grade, as indicated. All fill shall be compacted to 95% of the modified Proctor maximum dry density.

Backfilling shall begin immediately upon ENGINEER's approval.

Following excavation, the exposed subgrade shall be smoothly graded, and compacted to the approval of the ENGINEER.

Material shall be placed in uniform lifts not greater than twelve (12) inches. The fill shall be built up in horizontal layers as evenly as possible. The CONTRACTOR will backfill to the pre-excavation elevations unless otherwise shown on the Drawings or directed by the ENGINEER.

Each lift shall be compacted using suitable mechanical compactors such as a vibratory smooth drum roller making a minimum of 3 passes over each lift. At the approval of the ENGINEER, the fill shall be compacted at a moisture content within 2 percent of optimum at the time of placement. Improperly compacted fill material shall be replaced at the CONTRACTOR's expense. Compaction or consolidation achieved by traveling trucks, machines, or other equipment is not acceptable.

Field Density testing shall occur at the following minimum schedule (common fill):

- A. One test for every 200 CY of backfill construction
- B. At least one test for every full shift of backfill placement
- C. One test whenever there is suspicion in the quality of moisture control or compaction effectiveness.

Compaction test locations will be determined by the **ENGINEER**.

Provide modified Proctor compaction test (ASTM D1557) prior to start of backfill operations. Perform additional tests for every 20 field density tests and for changes in material.

Backfill areas shall be free of debris, snow, and ice, and ground surfaces shall not be frozen during placement of backfill. Where required, the CONTRACTOR shall, at his own expense, add sufficient water during the compaction effort to assure proper density. If, due to rain or other causes, the material exceeds the optimum moisture content acceptable range for satisfactory compaction, it shall be allowed to dry, assisted by discing or harrowing, if necessary, before compaction or filling effort is resumed.

The CONTRACTOR shall seal the working surface at the close of each day's operation and when practical prior to rainfall.

Control and replacement of any loss of fill due to erosion shall be the responsibility of CONTRACTOR.

Fill material may be stockpiled on site in an uncontaminated area as approved by the ENGINEER. The fill shall be adequately covered to prevent runoff, in a manner satisfactory to the ENGINEER.

Provide erosion protection to all areas not having topsoil and seed thereon and seeded areas where an adequate grass cover has not been established.

3.2 Preparation for Placing Topsoil

The CONTRACTOR shall:

- A. Ensure and obtain ENGINEER's approval that subgrade backfilling activities are complete and ready to receive topsoil.
- B. Eliminate uneven areas and low spots in subsoil. Remove debris, roots, branches, and stones, in excess of ½ inch in size.

- C. Provide topsoil material to location of placement. Material may be stockpiled with approval of the ENGINEER.
- D. Allow topsoil to dry at the source prior to transportation, or as otherwise approved by the ENGINEER.
- E. Scarify subgrade to a depth of 3 inches where topsoil is designated for placement. Scarify in areas where equipment has compacted subsoil.

3.3 Placing Topsoil

The CONTRACTOR shall:

- A. Place 6 inches of topsoil in designated areas to lines and grades shown on the plans, unless otherwise indicated or directed by the ENGINEER.
- B. Place during dry weather.
- C. Finely grade the topsoil, eliminating rough or low areas, maintain levels, profiles, and contours of subgrade.
- D. Remove stones greater than 1 inch, roots, grass, weeds, debris, and foreign material while spreading.
- E. Lightly compact or roll placed topsoil.
- F. Remove surplus backfill and topsoil from Site.

3.4 Placement of Seed

CONTRACTOR shall distribute fertilizer and limestone (as required) evenly over the surface of the soil in areas to be seeded as shown on the Contract Drawings (areas where soils were excavated) or as directed by the ENGINEER, lime the topsoil to a pH of 6.0 and fertilize with 600 pounds of fertilizer per acre (14 pounds per 1,000 square feet). Any application method that will ensure an even distribution will be acceptable. When hydraulic application is used, the minimum rate of water shall be 500 gallons per acre or as directed by the ENGINEER.

Sow seeds at the rate of 2 pounds per 1,000 square feet in two operations of equal amounts, and at right angles to each other. The seed shall be sown at the rate of 1 pound per thousand square feet in each operation. Lightly rake or drag the entire seeded area after sowing the seed. The area shall then be rolled with a 200-pound roller.

CONTRACTOR may hydroseed required areas, providing that a pre-germinated hydroseed mix is used, which includes all fertilizer and mulch specified in this section.

3.5 Mulching

The CONTRACTOR shall mulch at a rate of 2 tons per acre (90-100 pounds per 1,000 square feet) and water with a fine spray until a uniform moisture depth of 1 inch has been obtained after all raking and rolling operations are completed.

3.6 Seeding Guarantee

The CONTRACTOR shall guarantee the vegetative cover for one calendar year from the date of Final Completion per Section VIII of the Contract. At the end of the guarantee period, any dead, unhealthy, or badly impaired seedlings shall be replaced. All replacements shall be of the same kind as the originals. The cost of such replacements shall be borne by the CONTRACTOR.

*** * * END OF SECTION * * ***

SECTION 09821
CONCRETE FLOOR SEALANT

PART I - GENERAL

1.1 DESCRIPTION

A. Scope

1. Contractor shall furnish all labor, materials, equipment and incidentals required to coat and seal the concrete floor of the former CCA building as shown on the Drawings. Each coat shall be a different color.

1.2 QUALITY ASSURANCE

A. Manufacturer: Provide products manufactured by one of the following:

1. Sika Corporation, Lyndhurst, New Jersey
2. Or equal.

B. Manufacturers Qualifications: The manufacturer of the specified product shall have in existence, for a minimum of 5 years, a program of training, certifying, and technically supporting a nationally organized Approved Contractor Program with annual re-certification of its participants.

C. Applicator Qualifications:

1. Submit the name and experience record of the applicator. Include a list of utility or industrial installations coated, responsible officials, architects, or engineers concerned with the project and the approximate contract price.
2. Applicator shall be an Approved Contractor of the manufacturer of the specified product.
3. Applicators whose submissions indicate that they have not had the experience required to perform the Work will not be approved by the Department.

D. Source Quality Control: Obtain all materials from the same manufacturer unless otherwise approved. Obtain materials only from manufacturers who will:

1. Provide the services of a qualified manufacturer's representative at the project site at the commencement of Work to advise on materials, installation and finishing techniques.
2. Certify long term compatibility of all coatings with all substrates, both new and existing.

E. Manufacturer's Guarantee: The Approved Contractor of the manufacturer of the specified

product and manufacturer shall provide the Department with a joint and separate guarantee on the application and product covered in this specification.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Deliver the specified product in original, unopened containers with the manufacturer's name, labels, product identification and batch numbers.
- B. Store and condition the specified product as recommended by the manufacturer.

1.4 JOB CONDITIONS

- A. Protection: Precautions should be taken to avoid damage to any surface near the work zone due to the mixing and handling of the concrete floor sealant.

1.5 SUBMITTALS

- A. Shop Drawings: Submit for approval manufacturer's specifications and installation instructions for the material. The color shall be specified in the submitted shop drawings. Colors shall be neutral type floor color (e.g., white, gray). Also, submit for approval manufacturer's specifications and instructions for sealing cracks prior to application of floor sealer.
- B. Test Reports: Submit for approval certified laboratory test reports for required performance tests.
- C. Certification: Certify that all coatings are compatible with substrate as specified.

PART 2 - PRODUCT

2.1 ACCEPTABLE MANUFACTURERS

- A. Sika Corporation, Lyndhurst, New Jersey.
- B. Approved equal.

2.2 MATERIALS

- A. Concrete floor coating shall be Sikafloor 207, as manufactured by Sika Corporation, or approved equal, and shall conform to the following requirements:
 - 1. The material shall not contain asbestos.
 - 2. Granules for slip-resistance shall be supplied by the manufacturer and shall be able to be mixed into the coating and shall not settle during application.
 - 3. Crack sealant shall be Sikadur 52, as manufactured by Sika Corporation, or approved

equal. It shall not contain asbestos.

PART 3 - EXECUTION

3.1 SURFACE PREPARATION

- A. Substrate shall be concrete floor of former CCA building, as shown on the Drawings. All substrates to be coated must be clean, sound, and surface dry. Substrates must be free of standing water, frost, dust, laitance, grease, oil curing compounds, waxes, impregnations, foreign particles, other coatings, and disintegrated materials. All projections, rough spots, etc., shall be dressed off.

3.2 APPLICATION

- A. Mixing of the concrete floor sealant coating shall be as per manufacturer's specification.
- B. Placement Procedure: The concrete floor sealant coating shall be applied only to approved, prepared surfaces with high-quality brushes, rollers or spray equipment as recommended by manufacturer. Coating shall be applied at ambient and substrate temperatures between 50 and 90°F. Application thickness shall be between 4-7 mils per coat (2 coats required). Subsequent coats shall be applied within 48 hours of the previous coat or as recommended by manufacturer. Care is to be taken to avoid sags or runs. If they occur they are to be sanded out and the area re-coated. A slip-resistant aggregate shall be incorporated into the mixed coating at 0.5 pound per gallon or as otherwise directed by the Engineer.
- C. When applying the coating, never stop the application until the entire surface has been coated, if possible. If impossible always discontinue at an edge, corner or joint. Never let a previously coated film dry, always coat into a wet film. Always apply the coating at a 45 degree angle to an edge, corner, or joint.
- D. Adhere to all limitations and cautions for the coating in the manufacturer's printed literature.

3.3 CLEANING

- A. The uncured floor sealant coating can be cleaned from tools with an approved solvent. The cured coating can only be removed mechanically.
- B. Leave finished work and work area in a neat, clean condition without evidence of spill overs onto adjacent areas.

**** END OF SECTION****

SECTION XII

Measurement for Payment

SECTION XII MEASUREMENT FOR PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section covers the methods and procedures that the ENGINEER will use to measure the CONTRACTOR's work and to provide payment. This general outline of the measurement and payment features to determine the quantity completed will not in any way limit the responsibility of the CONTRACTOR for making a thorough investigation of the Contract Documents to determine the scope of the work included in each bid task.
- B. Payment will be made to the CONTRACTOR in accordance with the specified methods of measurement and the unit or lump sum prices stipulated in the accepted bid. Payment will constitute complete compensation for all work required by the Contract Documents including all costs of accepting the general risks, liabilities and obligations, expressed or implied. Payment under all tasks will include, but not necessarily be limited to, compensation for furnishing all supervision, labor, equipment, overhead, profit, material, services, applicable taxes, and for performing all other related work required. No other payment will be made.
- C. No payment shall be made for work performed by the CONTRACTOR to replace defective work, work which is not required by the Contract Documents, work outside the limits of the contract and additional work necessary due to actions of the CONTRACTOR, unless ordered by the ENGINEER in writing.

1.02 ENGINEER'S Estimate of Quantities

- A. The estimated quantities for unit price items, as listed in the Bid Schedule, are only approximate and are included solely for the purpose of comparison of Bids. The ENGINEER does not expressly, or by implication, agree that the nature of the materials encountered or required shall correspond therewith and reserves the right to increase or decrease any such quantity or to eliminate any quantity as the ENGINEER may deem necessary.
- B. Unit price work shall conform to Article 11.2 of Section VIII (General Conditions).

1.03 Incidental Items

Except for the items designated hereunder for measurement and payment, the costs of items necessary to complete the work as specified are considered incidental to the items specified for measurement and payment. The costs of incidental items shall be included in the prices of items specified for measurement and payment.

1.04 Bid Breakdown

- A. If selected as the apparent low bidder, the CONTRACTOR must submit a detailed bid breakdown for all items in accordance with Article 5c of Section III (Bidding Information and Requirements).
- B. The bid breakdown shall include a breakdown by labor, materials, and equipment for each individual component including each bid item.

1.05 Related Provisions Specified Elsewhere

Related provisions for measurement and payment are found mainly in the following:

- 1. Section III - Bidding Information and Requirements
- 2. Section VI - Agreement
- 3. Section VIII - General Conditions

PART 2 - MEASUREMENT

2.01 Lump Sum Basis

Measurement of all lump sum items will be on a total percentage basis for all work completed and accepted.

2.02 Weight Basis

- A. Where items are specified to be measured on a weight basis, the weight will be determined by certified scale supported with appropriate documentation.
- B. Where off-site disposal is required, measurement shall be based on a certified truck scale located at the disposal facility with appropriate documentation.

2.03 Volume Basis

- A. Where items are specified to be measured on a volume basis, the volume shall be determined on an in-place basis as measured by survey in accordance with Section 01050 - Survey.

- B. Over excavation, defined as excavation beyond the limits shown on the Drawings that is not authorized or approved by the ENGINEER, shall not be measured for payment.

2.04 Area Basis

Where items are specified to be measured on an area basis, the area will be measured as the actual surface area within the specified limits based on a survey or actual measured dimensions

2.05 Length Basis

Where items are specified to be measured on a length basis, the length will be measured as the actual length along the centerline within specified limits based on a survey or actual measured dimensions.

2.06 Unit Basis

Where items are specified to be measured on a unit basis, measurement will be of each particular unit as specified.

PART 3 - BID ITEMS

BID ITEM LS-1 - SITE PREPARATION (Limited to 5% of Total Bid)

1.1 General

- A. Bid Item LS-1 shall be bid lump sum price for site preparation as specified and directed herein. The CONTRACTOR shall submit a separate bid breakdown (see Section III, Article 12) for this Bid Item that shows the individual cost of providing items in the scope of work for this Bid Item as described below plus mobilization, demobilization, and miscellaneous items not specified elsewhere:
1. Pollution Liability Insurance (only if the DEPARTMENT determines it necessary and elects to have the CONTRACTOR take out the policy. Pricing for Pollution Liability Insurance shall be provided on page V-4 of the Bid form;
 2. Bonds and Insurance;
 3. Mobilization and Demobilization of personnel, equipment, and project facilities;

4. Clearing and Grubbing, including disposal of non-contaminated surface debris and wood;
5. Site preparation including setup and removal of Decontamination Pad;
6. Site preparation including setup and removal of soil and equipment staging and process pads;
7. Site preparation for installation and removal of temporary utilities and sanitary facilities;
8. Capital expenses for all health and safety equipment required by the HASP, including Trailer and Personal Hygiene Facility;
9. Capital expenses related to site preparation and set-up for Field Offices and Support Areas, including traffic controls;
10. Project Signs;
11. Erosion, Sediment, and Surface Water Controls;
12. Installation/Setup of noise, odor, dust, and vapor controlling equipment/items, including Meteorological Station;
13. Site Fencing, including installation and removal of temporary security fencing and gates and removal and off-Site disposal of existing site fencing/gates, as needed. (Note: Installation of new permanent chain-link fencing to be paid for under Bid Item UC-14);
14. Site preparation for installation and removal of temporary access roads;
15. Survey work including survey control, pre-construction, intermediate, and as-built survey;
16. Permits, fees, and necessary revisions;
17. Required submittals and work plans.
18. Pre and Post Construction analytical sampling associated with temporary water treatment system, decontamination pads, staging pads, and stockpile areas as specified.

1.2 Measurement for Payment

- A. The CONTRACTOR shall submit a bid breakdown for this Bid Item that shows the individual costs of mobilization, demobilization, and miscellaneous items not elsewhere specified but necessary for a complete and proper remediation.
- B. Measurement for payment of Bid Items LS-1 shall be for items complete, installed and properly functioning. The CONTRACTOR may invoice for up to 70% of this item and pollution liability insurance upon successful installation of the work and the remaining 30% at substantial completion. Payment shall be lump sum bid for each individual item described above, including mobilization, demobilization, and miscellaneous items as submitted in the CONTRACTOR's bid breakdown.

BID ITEM LS-2 – CCA TREATMENT BUILDING AND FLOOR PIT MODIFICATIONS

2.1 General

- A. Bid Item LS-2 shall be bid lump sum price. The CONTRACTOR shall submit a separate bid breakdown (see Section III, Article 12) for this Bid Item that shows the individual cost of providing items in the scope of work for this Bid Item as described below:
 - 1. Prepare existing pits and floor drains in the treatment building for placement of flowable fill and concrete;
 - 2. Remove all standing water from the pits and floor drains and store in frac tanks prior to treatment/disposal. All items associated with water treatment and handling shall be paid for under Bid Item LS-5.
 - 3. Remove all sediments and debris from the pits and floor drains, as approved by the Department/Engineer. Stage sediments and debris for subsequent removal offsite. (Sediments and debris from the former CCA treatment building are categorized as hazardous materials.) Transportation and disposal of sediment and debris within the former CCA treatment building shall be paid for under Bid item UC-5.
 - 4. Clean floor, containerize liquids and wash water for treatment/disposal;
 - 5. Place flowable fill in existing pits as indicated;

6. Provide new floor slab over flowable fill subgrade and backfilled pits and floor drains as indicated.
7. Furnish and apply epoxy coating/sealant to existing concrete surfaces, as per the manufacturer's recommendations, within the limits of the Former CCA Treatment Building, and as shown on the contract drawings. (Note: Removal and Disposal of former reverse osmosis treatment equipment, former CCA treatment system equipment, former boiler room contents, and miscellaneous debris within the Former CCA Treatment Building shall be paid for under Bid Item LS-6).

2.2 Measurement for Payment

- A. The CONTRACTOR shall submit a bid breakdown for this Bid Item that shows the individual costs of items shown above as well as miscellaneous items not elsewhere specified but necessary for a complete and proper modification of the CCA treatment building and floor pits. Payment for removal of components/debris from the former CCA treatment building shall be made under Bid Item LS-6. Payment for transport and offsite disposal of hazardous soil, sediments and debris removed from the floor pits shall be included under Bid Item UC-5. Payment for sampling, storage, and disposal of contaminated water removed from the pits shall be included under Bid Item LS-5.
- B. Measurement for payment of Bid Item LS-2 shall be made upon substantial completion of treatment building pit and floor repairs. The CONTRACTOR may invoice for up to 70% of this item upon substantial completion of the pit repairs and remaining 30% at final completion of the pit repairs as approved by the DEPARTMENT/ENGINEER. Payment shall be lump sum bid for each individual item described above, including miscellaneous items as submitted in the CONTRACTOR's bid breakdown.

BID ITEM LS-3 – FORMER DRIP PAD CONCRETE FLOOR SLAB RESTORATION

3.1 General

Bid Item LS-3 shall be bid lump sum price. The CONTRACTOR shall submit a separate bid breakdown (see Section III, Article 12) for this Bid Item that shows the individual cost of providing items in the scope of work for this Bid Item as described below:

1. Installation of trench drain and outlet piping, as shown on the contract drawings;
2. Cleaning and preparation of existing concrete pad;

3. Collect Liquids, including ponded water and water generated during cleaning for treatment/disposal;
4. Fill Cracks, low spots, and voids with non-shrink grout to provide a level surface for membrane installation.
5. Provide and submit column support plan, signed/sealed by NYS Professional Engineer. The plan shall outline the means/sequence of temporary support for columns during the base repairs.
6. Repair of concrete column bases, as shown on the contract Drawings;
7. Supply and Installation of water proofing membrane, as shown on the Drawings, and in accordance with the manufacturer's specifications;
8. Supply and Placement of asphalt cap above water proofing membrane;
9. Remove and dispose of wood and miscellaneous debris within the former drip pad.

3.2 Measurement for Payment

- A. The CONTRACTOR shall submit a bid breakdown for this Bid Item that shows the individual costs of items shown above as well as miscellaneous items not elsewhere specified but necessary for a complete and proper restoration of the former drip pad concrete floor slab. Payment for transport and offsite disposal of hazardous soil and debris encountered during piping installation shall be included under Bid Item UC-5. Handling, collection, storage, and disposal of ponded water and water generated from washing the slab will be paid for under bid item LS-5.
- B. Measurement for payment of Bid Item LS-3 shall be made upon substantial completion of former drip pad concrete floor slab repairs. CONTRACTOR may invoice for up to 70% of this item upon substantial completion of the floor slab repairs and remaining 30% at final completion of the floor slab repairs as approved by the DEPARTMENT/ENGINEER. Payment shall be lump sum bid for each individual item described above, including miscellaneous items as submitted in the CONTRACTOR's bid breakdown.

BID ITEM LS-4 - CULVERT REPLACEMENT AND PAVING

4.1 General

- A. Bid Item LS-4 shall be bid lump sum price. The CONTRACTOR shall submit a separate bid breakdown (see Section III, Article 12) for this Bid Item that shows the individual cost of providing items in the scope of work for this Bid Item as described below:
1. Coordinate culvert replacement with Town of Southampton. Prepare and secure any required permits, and pay associated fees;
 2. Provide maintenance and protection of traffic as indicated, and as required by the Town of Southampton;
 3. Sawcut Roadway, Remove and replace pavement, subgrade, culvert, end sections, inlet/outlet structures as indicated (Excavated soil, structures, end sections, and debris in this area are categorized as hazardous materials);
 4. Backfill and repair roadway pavement and re-striping of roadway;
 5. Install one additional catch basin and associated piping on BB&S property;
 6. Install rip-rap apron at culvert pipe outlet.

4.2 Measurement for Payment

- A. The CONTRACTOR shall submit a bid breakdown for this Bid Item that shows the individual costs of items shown above as well as miscellaneous items not elsewhere specified but necessary for a complete and proper culvert replacement.
- B. Measurement for payment of Bid Items LS-4 shall be made upon substantial completion of culvert replacement and associated activities, as determined by the Engineer. CONTRACTOR may invoice for up to 70% of this item upon substantial completion of the culvert replacement and remaining 30% at final completion of the culvert replacement as approved by the DEPARTMENT/ENGINEER. Payment shall be lump sum bid for each individual item described above, including miscellaneous items as submitted in the CONTRACTOR's bid breakdown. Payment for excavation, transport, and offsite disposal of hazardous soil and debris removed from the culvert replacement shall be included under Bid Items UC-3B and UC-5.

BID ITEM LS-5 - DEWATERING

5.1 General

- A. Bid Item LS-5 shall be bid lump sum price and include all costs associated with collection, temporary storage, sampling, analysis, and off-site disposal of contaminated construction water generated from work activities at the site, including, but not limited to, decontamination water and water removed from pits in the CCA treatment building and ponded water on the former drip pad, well development water, and construction water. The CONTRACTOR shall adhere to the sampling and analysis requirements of their selected disposal facility. The Contractor shall submit all records and proof of compliance with the disposal facility requirements to the ENGINEER for review prior to disposing of any water offsite.

The CONTRACTOR may elect to treat the construction water onsite via a temporary water treatment system. The CONTRACTOR shall obtain any necessary local permits for discharging water/wastewater onsite. SPDES discharge criteria are included in the specifications. Permits shall be provided to the ENGINEER/DEPARTMENT for review and approval.

- B. The CONTRACTOR shall submit a separate bid breakdown (see Section III, Article 12) for this Bid Item that shows the individual cost of providing items in the scope of work for this Bid Item as described below:
1. Mobilization and Demobilization of frac tanks, treatment system components, and other equipment (Site preparation shall be paid bid item LS-1);
 2. Pumps, hoses and other ancillary equipment;
 3. Sampling and Analysis;
 4. Offsite disposal;
 5. Permits;
 6. Sediment handling (disposal shall be paid for under Bid Item UC-5).

5.2 Measurement for Payment

- A. The CONTRACTOR shall submit a bid breakdown for this Bid Item that shows the individual costs of items shown above as well as miscellaneous items not elsewhere specified but necessary for complete and proper dewatering.
- B. Measurement for payment of Bid Items LS-5 shall be made upon substantial completion of the work. The CONTRACTOR may invoice for up to 70% of this item upon substantial completion of the project and remaining 30% at final completion of the project as approved by the DEPARTMENT/ENGINEER. Payment shall be lump sum bid for each individual item described above, including miscellaneous items as submitted in the CONTRACTOR's bid breakdown.

BID ITEM LS-6 – REMOVAL/DISPOSAL OF FORMER CCA, FORMER REVERSE OSMOSIS TREATMENT SYSTEM, AND BOILER ROOM EQUIPMENT

6.1 General

- A. Bid Item LS-6 shall be bid lump sum price and includes all costs associated with removal, staging, characterization (for disposal), handling, transportation, and disposal of equipment/debris/liquids within the limits of the former CCA treatment building, including the former reverse osmosis treatment system and former boiler room. These items shall be handled as hazardous material. The CONTRACTOR shall submit a separate bid breakdown (see Section III, Article 12) for this Bid Item that shows the individual cost of providing items in the scope of work for this Bid Item, including any credit for scrap value of stainless steel treatment system components.

A survey of the major building contents is included as part of the Limited Site Data. All items shown, as well as all other miscellaneous items, shall be removed and disposed offsite, under this Bid Item.

Handling and disposal of water and sediment found within the equipment from the former CCA treatment building, former reverse osmosis treatment system, and former boiler room shall be paid for under Bid Items LS-5 and UC-5, respectively.

6.2 Measurement for Payment

- A. Measurement for payment of Bid Item LS-6 shall be made upon substantial completion of the work. The CONTRACTOR may invoice for up to 70% of this item upon substantial completion of the equipment/debris removal and the remaining 30% at final completion of disposal of the equipment/debris, as approved by the DEPARTMENT/ENGINEER. Payment shall be lump sum bid for each individual item described above, including miscellaneous items as submitted in the CONTRACTOR's bid breakdown.

BID ITEM LS-7 –GEOMEMBRANE APRON

7.1 General

- A. Bid Item LS-7 shall be bid lump sum price. The CONTRACTOR shall submit a separate bid breakdown (see Section III, Article 12) for this Bid Item that shows the individual cost of providing items in the scope of work for this Bid Item as described below:
 - 1. Preparation of sub-grade for placement of geomembrane apron;
 - 2. Supply and Installation of geomembrane apron, including welding and seaming;
 - 3. Anchoring of geomembrane liner to existing structures, as indicated on the Drawings.

7.2 Measurement for Payment

- A. Measurement for payment of Bid Item LS-7 shall be made upon substantial completion of the work. The CONTRACTOR may invoice for up to 70% of this item upon substantial completion of the geomembrane installation and remaining 30% at final completion of the geomembrane installation, as approved by the DEPARTMENT/ENGINEER. Payment shall be lump sum bid each individual item described above, including miscellaneous items as submitted in the CONTRACTOR's bid breakdown.

BID ITEM LS-8 –FRAME STORAGE BUILDING MODIFICATIONS

8.1 General

- A. Bid Item LS-8 shall be bid lump sum price. The CONTRACTOR shall submit a separate bid breakdown (see Section III,

Article 12) for this Bid Item that shows the individual cost of providing items in the scope of work for this Bid Item as described below:

1. Removal and disposal of wood racking and materials;
2. Excavation and subgrade preparation. All excavated materials shall be considered hazardous. Soil handling, characterization, and disposal shall be paid for under Bid Item UC-5;
3. Furnishing, placement, and compaction of subgrade material, as shown on the contract Drawings;
4. Furnish and install reinforced concrete slab, as shown on the contract Drawings.

8.2 Measurement for Payment

- A. Measurement for payment of Bid Item LS-8 shall be made upon substantial completion of the work. The CONTRACTOR may invoice for up to 70% of this item upon substantial completion of the geomembrane installation and remaining 30% at final completion of the geomembrane installation, as approved by the DEPARTMENT/ENGINEER. Payment shall be lump sum bid each individual item described above, including miscellaneous items as submitted in the CONTRACTOR's bid breakdown.

BID ITEM LS-9 – MONITORING WELL INSTALLATION

9.1 General

- A. Bid Item LS-9 shall be bid lump sum price. The CONTRACTOR shall submit a separate bid breakdown (see Section III, Article 12) for this Bid Item that shows the individual cost of all materials, equipment, and labor to install monitoring wells MW-27s and MW-27i, as indicated on the contract drawings and specifications.

9.2 Measurement for Payment

- A. Measurement for payment of Bid Item LS-9 shall be made upon substantial completion of the work. The CONTRACTOR may invoice for up to 70% of this item upon substantial completion of the monitoring well installation and remaining 30% at final completion of the monitoring well installation, as approved by the DEPARTMENT/ENGINEER. Payment shall be lump sum bid each individual item described above, including miscellaneous items as submitted in the CONTRACTOR's bid breakdown.

BID ITEM UC-1 - SITE SERVICES (Limited to 5% of Total Bid)

10.1 General

- A. Bid Item UC-1 shall be bid unit price per working day for on-site and off-site services as specified and directed herein.
- B. The CONTRACTOR SHALL submit a separate bid breakdown (see Section III, Article 12, "Bid Breakdown") for this bid item that shows the individual costs per day for operating and maintaining items in the scope of work for this bid item as described below.
 - 1. Site security;
 - 2. Construction/security fencing;
 - 3. Traffic controls;
 - 4. Field offices and support areas;
 - 5. Temporary utilities;
 - 6. Erosion, sediment, and surface water controls;
 - 7. Disposal of CONTRACTOR-generated solid waste;
 - 8. Noise, odor, dust, and vapor control, including meteorological station;
 - 9. Staging/stockpile areas and process area;
 - 10. Maintenance of survey controls and verification of grades and elevations;
 - 11. Access roads;
 - 12. Decontamination trailers, equipment, and associated support pads;
 - 13. Permitting and compliance;
 - 14. Project Meetings, and;
 - 15. Sanitary facilities.

10.2 Measurement for Payment

- A. The CONTRACTOR shall submit a separate bid breakdown for this item showing the individual costs per day for providing items in the scope of work for this Bid Item.
- B. Measurement for payment of this Bid Item shall be by working day beginning after satisfactory installation of site facilities and shall end at substantial completion or at the end of the Contract Time specified in Section VI Article 6.1, whichever is sooner. Payment shall be unit price bid for each individual item described above as submitted in the Contractor's bid breakdown. A one hundred percent reduction in payment shall occur for each working day that operation and/or maintenance of any item included in this Bid Item was unsatisfactory or unused as determined by the Engineer.

BID ITEM UC-2 - HEALTH AND SAFETY

11.1 General

- A. Bid Item UC-2 shall be bid unit price per working day for health and safety as specified and directed herein.
- B. Submit a separate bid breakdown (see Section III, Article 12, "Bid Breakdown") for this item that shows individual costs per day for providing, operating, and maintaining items in the scope of work for this bid item as described below:
 - 1. Provide a full-time Health and Safety Officer (HSO) at the site.
 - 2. Personal and Community air monitoring and reporting during each project period in accordance with applicable Sections, including Section X, Specification 00003.
 - 3. Dust, odor, and noise control.
 - 4. O & M of health and safety equipment, decontamination station, decontamination trailer, and personnel hygiene facility.
 - 5. Decontamination Station.
 - 6. Health and Safety Equipment.
 - 7. Decontamination Trailer and Personal Hygiene Facility.

8. Sampling, Analyses, Handling and Disposal of Personal Protective Equipment (PPE) and Decontamination Wastes not specifically included in other bid items.

11.2 Measurement for Payment

- A. Measurement for payment of Bid Item UC-2 shall be bid by unit price per working day that the HASP is adhered to. The CONTRACTOR shall submit a bid breakdown showing the O&M costs (capital costs shall be covered under bid item LS-1) for items included in this Bid Item (Items not included in bid item UC-1, Site Services). All daily maintenance costs for health and safety are part of this Bid Item including everything required in the HASP. A reduction in the payment for this item will occur for each day the Contractor fails to adhere (in the opinion of the Engineer) to the HASP. There will be a 100% reduction in the payment for this item for days when no intrusive work (excavation and/or truck loading from stockpiles) occurs in the exclusion zone. No payment will be made for Sundays and holidays specified in Section VIII, General Conditions. Work included in this payment item shall be by working day beginning after the satisfactory establishment of an exclusion zone and shall be considered completed when there is no longer an exclusion zone in the project area or at the end of the contract time specified in Section VI, Article 6.1, whichever is sooner.

BID ITEM UC-3A AND UC-3B – EXCAVATION OF NON-HAZARDOUS AND HAZARDOUS SOIL AND DEBRIS

12.1 General

- A. Bid Items UC-3A and UC-3B shall provide a unit price bid for each cubic yard of hazardous or non-hazardous soil and debris properly excavated. Provide all materials, equipment, incidentals, and labor necessary to completely and properly conduct excavation. This item includes costs associated with excavation support, where required.
- B. Excavations resulting from unapproved excavations shall be properly backfilled by the CONTRACTOR. The CONTRACTOR shall not be reimbursed for unapproved excavations.
- C. The contractor shall submit a separate bid breakdown for this item showing the individual cost per cubic yard for providing items in the scope of work for this item.

12.2 Measurement for Payment

- A. Measurement for payment of Bid Items UC-3A and UC-3B shall be made for the actual volume of material which is properly excavated, as measured by a NYS Licensed Surveyor. Payment shall be made at the unit price bid for each cubic yard as measured by a NYS Licensed Surveyor.

BID ITEM UC-4 AND UC-5 - HANDLING, TRANSPORT, WASTE CHARACTERIZATION, AND OFF-SITE DISPOSAL OF HAZARDOUS AND NON HAZARDOUS SOIL AND DEBRIS

13.1 General

- A. Bid Items UC-4 and UC-5 shall provide a unit price bid for each ton of hazardous and non-hazardous soil and debris properly staged, processed, characterized(per disposal facility requirements), transported, pre-treated(if necessary)and disposed off-site at a hazardous or non-hazardous waste RCRA permitted landfill facility approved by the DEPARTMENT / ENGINEER. Provide all materials, equipment, incidentals, and labor necessary to completely and properly conduct processing, staging, characterization, pre-treatment(if necessary) transportation, and offsite disposal of hazardous and non-hazardous soil and debris. For bidding purposes, the contractor shall assume that 20% of the hazardous waste will require pre-treatment (at the disposal facility) to comply with land disposal restrictions (LDRs). This item also includes all handling, transport, waste characterization, and off-site disposal of sediments generated during decontamination procedures, soil excavation inside buildings, water treatment, and well development.
- B. Excavations resulting from unapproved excavations shall be promptly and properly backfilled by the CONTRACTOR. The CONTRACTOR shall not be reimbursed for handling, transport, off-site disposal, and backfilling of unapproved excavations.
- C. The contractor shall submit a separate bid breakdown for this item showing the individual cost for each item included in the scope of work for this item.

13.2 Measurement for Payment

- A. Measurement for payment of Bid Items UC-4 and UC-5 shall be made for the weight (tons) of material which is properly staged, processed, characterized, transported, pre-treated (if necessary), and disposed at an approved hazardous and non-hazardous waste landfill facility. This shall be determined by certified truck scale located at the disposal facility with

appropriate documentation, as approved by the DEPARTMENT / ENGINEER.

BID ITEMS UC-6 – COMMON FILL

14.1 General

- A. Bid Item UC-6 shall provide a unit price bid per cubic yard for the provision of off-site common fill as indicated and specified. The bid unit price shall include the cost for materials, labor, equipment, and installation to specified compaction densities. This bid item shall also include compaction testing and reporting.
- B. The CONTRACTOR shall collect and analyze representative samples to demonstrate that the imported fill materials meet the unrestricted use soil cleanup objectives for offsite area backfill and protection of groundwater for onsite area backfill, as outlined in 6 NYCRR Part 375 (Environmental Remediation Programs). The imported fill for the onsite areas shall also meet the site specific soil clean up objective for total chromium. The analysis shall be conducted by New York State Department of Health (NYSDOH) Environmental Laboratory Approval Program (ELAP) certified laboratory. The laboratory shall be capable of providing detection limits at or below the soil cleanup Objectives for unrestricted use, as outlined in 6 NYCRR Part 375 to allow for comparison of the analytical results to the objectives. The analysis results shall be provided to the ENGINEER for review/approval prior to importing any fill to the site.

14.2 Measurement for Payment

- A. Measurement for payment of Bid Item UC-6 shall be for the volume (cubic yards) of common fill that has been properly placed and compacted, as measured by a NYS Licensed Surveyor. Payment shall be made at the unit price bid for each cubic yard as measured by a NYS Licensed Surveyor.

BID ITEMS UC-7 – TOPSOIL

15.1 General

- A. Bid Item UC-7 shall provide a unit price bid per cubic yard for the provision of off-site topsoil as indicated and specified. The bid unit price shall include the cost for materials, labor, equipment, and installation to specified compaction densities.

- B. The CONTRACTOR shall collect and analyze representative samples to demonstrate that the imported topsoil materials meet the unrestricted use soil cleanup objectives outlined in 6 NYCRR Part 375 (Environmental Remediation Programs). The analysis shall be conducted by New York State Department of Health (NYSDOH) Environmental Laboratory Approval Program (ELAP) certified laboratory. The laboratory shall be capable of providing detection limits at or below the soil cleanup Objectives for unrestricted use, as outlined in 6 NYCRR Part 375 to allow for comparison of the analytical results to the objectives. The analysis results shall be provided to the ENGINEER for review/approval prior to importing any fill to the site.

15.2 Measurement for Payment

- A. Measurement for payment of Bid Item UC-7 shall be for the volume (cubic yards) of topsoil, properly placed, as measured by a NYS Licensed Surveyor. Payment shall be made at the unit price bid for each cubic yard as measured by a NYS Licensed Surveyor.

BID ITEM UC-8 - POST EXCAVATION CONFIRMATORY SOIL SAMPLING

16.1 General

- A. Bid Item UC-8 shall be bid unit price for each suite of confirmation samples collected and analyzed, as specified in Section 01400 and 01425.
- D. Community and personal air monitoring shall be paid under UC-2. Pre and post construction soil sampling underlying staging and process areas shall be paid under LS-1.
- E. If confirmatory sampling data quality is found not to meet QA/QC requirements as stated in the CONTRACTOR's QQAP after review, the CONTRACTOR will be responsible for all costs to secure confirmatory sampling data quality. These additional costs could include but may not be limited to, resampling and analysis, further excavation and backfilling.
- F. All data validation samples, DUSR's, and other QA/QC samples required in the specifications will be paid for under this Bid Item (UC-8).

16.2 Measurement for Payment

- A. Measurement for Payment of Bid Item UC-8 shall be per suite of soil confirmatory samples properly collected and analyzed. No additional measurement for payment shall be made for quality assurance/quality control (QA/QC) samples. Costs associated with QA/QC shall be included in the unit prices for Bid Item UC-8. Payment shall be at the unit price bid for each sample as measured by the ENGINEER that has full, complete and acceptable documentation (including but not limited to DUSR's).

BID ITEM UC-9 - WELL DECOMMISSIONING

17.1 General

- A. Bid Item UC-9, shall be bid unit price for each linear foot of well decommissioned, including; RW-1, RW-2, and former production well.
- B. This item shall include the work as shown in the Drawings and specifications. Provide all materials, equipment, incidentals, and labor necessary for decommissioning of wells.
- C. Handling and disposal of spoils generated during well decommissioning shall be paid for under Bid Item UC-4.

17.2 Measurement for Payment

- A. Measurement for Payment for bid item UC-9 shall be for the actual linear footage of recovery wells decommissioned as indicated by the ENGINEER's records.

BID ITEM UC-10 - RESTORATION – GRAVEL SURFACE

18.1 General

- A. Measurement for Bid Item UC-10 shall be paid on a unit price basis for the square yard to furnish and properly place gravel, based on surveys performed by a NYS licensed surveyor. The work shall be in accordance with applicable Specification Sections. The CONTRACTOR shall furnish all labor, materials, equipment, analytical testing, and tools required for all work items including, but not limited to, grading, placement, compaction, and all QA/QC testing.

18.2 Measurement for Payment

- A. The unit price stipulated in the bid item UC-10 shall include

the furnishing and placing of all materials. The CONTRACTOR shall be paid for each square yard of gravel, properly placed and compacted as determined by a NYS licensed surveyor.

BID ITEM UC-11 - RESTORATION – ESTABLISH TURF

19.1 General

- A. Measurement for Bid Item UC-11 shall be paid on a unit price basis for the square yard of properly placed seed based on surveys performed by a NYS licensed surveyor. The work shall be in accordance with Section 2920 - Topsoil and seeding. The CONTRACTOR shall furnish all labor, materials, equipment, and tools required for all work items including, but not limited to, grading and provision and placement of seed, fertilizer, mulch, watering, and all QA/QC testing.

19.2 Measurement for Payment

- A. The unit price stipulated in the bid item UC-11 shall include the furnishing and placement of all materials and establishing turf. The CONTRACTOR shall be paid for each square yard of suitable seed, properly placed and germinated as determined by the DEPARTMENT/ENGINEER.

BID ITEM UC-12 – EROSION CONTROL MAT

20.1 General

- A. Measurement for Bid Item UC-12 shall be paid on a unit price basis for the square yard of properly placed erosion control matting, based on survey performed by a NYS licensed surveyor. Topsoil placement shall be paid for under Bid Item UC-7 and seed, fertilizer, mulch, watering, and all QA/QC testing shall be paid for under Bid Item UC-11.

20.2 Measurement for Payment

- A. The unit price stipulated in the bid item UC-12 shall include the furnishing and placing of all materials. The CONTRACTOR shall be paid for each square yard of erosion control mat properly placed, as determined by a NYS licensed surveyor.

BID ITEM UC-13 –STONE FILL

21.1 General

- A. Measurement for Bid Item UC-13 shall be paid on a unit price basis for the cubic yard of properly placed stone fill material. The CONTRACTOR shall furnish all labor, materials, equipment, and tools required for all work items including, but not limited to: placing, grading, and compaction of the stone fill.

21.2 Measurement for Payment

- A. The unit price stipulated in the bid item UC-13 shall include the furnishing and placing of all materials. The CONTRACTOR shall be paid for each cubic yard of stone properly placed and compacted, as determined by a NYS licensed surveyor.

BID ITEM UC-14 - CHAIN-LINK FENCING

22.1 General

- A. Bid Item UC-14 shall provide a unit price bid for each lineal foot of permanent chain-link fence properly supplied and installed, as approved by the DEPARTMENT/ENGINEER. Provide all materials, equipment, incidentals, and labor necessary to completely and properly install new chain link fencing as indicated and approved by the Engineer.

22.2 Measurement for Payment

- A. Measurement for payment of Bid Item UC-14 shall be made for the length (lineal feet) of chain link fence which is properly installed, as approved by the DEPARTMENT/ENGINEER. This shall be determined by an in-place survey performed by a NYS licensed surveyor and approved by the DEPARTMENT/ENGINEER.

BID ITEM UC-15 – MONITORING WELL IDENTIFICATION TAGS, LOCKS, AND KEYS

23.1 General

- A. Bid Item UC-15 shall provide a unit price bid for each monitoring well that is properly equipped with tags, locks, and keys, as approved by the DEPARTMENT/ENGINEER. Provide all materials, equipment, incidentals, and labor necessary to completely and properly install stainless steel or aluminum identification tags and locks, as indicated on the contract drawings and specifications, and as approved by the Engineer.

23.2 Measurement for Payment

- A. Measurement for payment of Bid Item UC-15 shall be made for each well with properly installed identification tags and locks, as approved by the DEPARTMENT/ENGINEER.

BID ITEM UC-16 – MONITORING WELLS – STEEL PROTECTIVE CASING INSTALLATION

24.1 General

- A. Bid Item UC-16 shall provide a unit price bid for each monitoring well that receives a properly installed steel protective casing, as shown on the contract drawings and specifications, and as approved by the DEPARTMENT/ENGINEER. Provide all materials, equipment, incidentals, and labor necessary to completely and properly install steel protective casing around the existing monitoring wells, as indicated on the contract drawings and specifications, and as approved by the Engineer.

24.2 Measurement for Payment

- A. Measurement for payment of Bid Item UC-15 shall be made for each well with properly installed steel protective casing, as approved by the DEPARTMENT/ENGINEER.

END OF SECTION

SECTION XIII

Wage Rates and Associated Contract Requirements



David A. Paterson, Governor

M. Patricia Smith, Commissioner

NYSDEC

David Chiusano, Env. Engineer 1
625 Broadway
12th Floor
Albany NY 12233-7017

Schedule Year 2009 through 2010
Date Requested 11/13/2009
PRC# 2009008193

Location Suffolk County
Project ID# D007631
Project Type Excavation/off-site disposal of heavy metal contaminated soils

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 2009 through June 2010. 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.state.ny.us. 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.

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.

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 from 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.state.ny.us.

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.state.ny.us.

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.state.ny.us.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provide, and Daily and weekly number of hours worked in each classification.

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 receive 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 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.

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 and Article 9 of the Labor Law) constitute a misdemeanor punishable by fine or imprisonment, 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.



David A. Paterson, Governor

M. Patricia Smith, Commissioner

NYSDEC

David Chiusano, Env. Engineer 1
625 Broadway
12th Floor
Albany NY 12233-7017

Schedule Year 2009 through 2010
Date Requested 11/13/2009
PRC# 2009008193

Location Suffolk County
Project ID# D007631
Project Type Excavation/off-site disposal of heavy metal contaminated soils

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

IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

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' concerns with regard to 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.*

NOTE: This change does not affect the Department's ability to request and receive the entire social security number from employers during the course of its public work / prevailing wage investigations.

**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, 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 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, 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.

NEW LEGISLATION

Effective February 24, 2008

WORKER NOTIFICATION – [A9052](#) – [S6240](#)

This provision is an addition to the existing prevailing 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 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 particular job classification. The required notification will be provided with each wage schedule, may be downloaded from our website www.labor.state.ny.us or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

* In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

THIS IS A **PUBLIC WORK PROJECT**

Any worker, laborer, or mechanic employed on this project is entitled to receive the ***prevailing wage and supplements*** rate for the classification at which he/she is working.

*Chapter 629
of the
Labor Laws
of 2007*

**These wages are set by law and
must be posted at the work site.**

They can also be found at

www.labor.state.ny.us

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

Albany	(518) 457-2744	Newburgh	(845) 568-5398
Binghamton	(607) 721-8005	Patchogue	(631) 687-4886
Buffalo	(716) 847-7159	Rochester	(585) 258-4505
Garden City	(516) 228-3915	Syracuse	(315) 428-4056
New York City	(212) 775-3568	Utica	(315) 793-2314
		White Plains	(914) 997-9507

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

Contractor Name:

Project Location:



NEW LEGISLATION

Effective July 18, 2008

OSHA 10-hour Construction Safety and Health Course – S1537-A

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least \$250,000.00, contain a provision of this requirement.

***NOTE:** The OSHA 10 Legislation does not apply to projects advertised for bid prior to July 18, 2008 AND only applies to workers on a public work project that are required under Article 8 to receive the prevailing wage.*

Rules and regulations will be promulgated and posted on the NYSDOL website www.labor.state.ny.us when finalized.

Where to find OSHA 10-hour Construction Course

1. NYS Department of Labor website for scheduled outreach training at:

www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITE_CONSULTATION.shtm

2. OSHA Training Institute Education Centers:

Rochester Institute of Technology OSHA Education Center

Rochester, NY

Donna Winter

Fax (585) 475-6292

e-mail: dlwtpo@rit.edu

(866) 385-7470 Ext. 2919

www.rit.edu/~outreach/course.php3?CourseID=54

Atlantic OSHA Training Center

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: crooksje@umdnj.edu

(732) 235-9455

<https://ophp.umdj.edu/wconnect/ShowSchedule.awp?~~GROUP~AOTCON~10~>

Keene State College

Manchester, NH

Leslie Singleton

e-mail: lsingletin@keene.edu

(800) 449-6742

www.keene.edu/courses/print/courses_osha.cfm

3. List of trainers and training schedules for OSHA outreach training at:

www.OutreachTrainers.org

Requirements for OSHA 10 Compliance

Chapter 282 of the Laws of 2007, codified as Labor Law 220-h will take effect on July 18, 2008. The statute provides as follows:

The advertised specifications for every contract for public work of \$250,000.00 or more 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 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;
- training roster, attendance record of 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 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 518-485-5696.

WICKS Reform 2008

(For all contracts advertised or solicited for bid on or after 7/1/08)

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from \$50,000 to: \$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 work 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 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.
- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.

IMPORTANT INFORMATION

Regarding Use of Form PW30R

“Employer Registration for Use of 4 Day / 10 Hour Work Schedule”

To use the ‘4 Day / 10 Hour Work Schedule’:

There **MUST** be a *Dispensation of Hours (PW30)* in place on the project

AND

You **MUST** register your intent to work 4 / 10 hour days, by completing the PW30R Form.

REMEMBER...

The ‘4 Day / 10 Hour Work Schedule’ applies **ONLY** to Job Classifications and Counties listed on the PW30R Form.

(Please note : For each Job Classification check the individual wage schedule for specific details regarding their 4/10 hour day posting.)

Instructions for Completing Form PW30R

“Employer Registration for Use of 4 Day / 10 Hour Work Schedule”

Before completing Form PW30R check to be sure ...

- There is a *Dispensation of Hours* in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Instructions (Type or Print legibly):

Contractor Information:

- Enter the Legal Name of the business, FEIN, Street Address, City, State, Zip Code; the Company's Phone and Fax numbers; and the Company's email address (if applicable)
- Enter the Name of a Contact Person for the Company along with their Phone and Fax numbers, and the personal email address (if applicable)

Project Information:

- Enter the Prevailing Rate Case number (PRC#) assigned to this project
- Enter the Project Name / Type (i.e. Smithtown CSD – Replacement of HS Roof)
- Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown, NY; Bldgs. 1 & 2)
- If you are a Subcontractor, enter the name of the Prime Contractor for which you work
- On the Checklist of Job Classifications -
 - Go to pages 2 and 3 of the form
 - Place a checkmark in the box to the right of the Job Classification you are choosing
 - Mark all Job Classifications that apply

Requestor Information:

- Enter the name of the person submitting the registration, their title with the company, and the date the registration is filled out

Return Completed Form:

- **Mail** the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 -**OR** -
- **Fax** the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work at (518)485-1870



New York State Department of Labor
Bureau of Public Work
W. Averell Harriman State Office Campus
Building 12 - Room 130
Albany, New York 12240
Phone - (518) 457-5589 Fax - (518) 485-1870

Employer Registration for Use of 4 Day / 10 Hour Work Schedule

Before completing Form PW30R check to be sure ...

There is a *Dispensation of Hours* in place on the project.

The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.

The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Please Type or Print the Requested Information

When completed ...

Mail to NYSDOL Bureau of Public Work, SOBC, Bldg. 12, Rm.130, Albany, NY 12240

-or-

Fax to NYSDOL Bureau of Public Work at (518) 485-1870

Contractor Information

Company Name: _____ FEIN: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number _____ Fax Number: _____ Email Address: _____

Contact Person: _____

Phone No: _____ Fax No: _____ Email: _____

Project Information

Project PRC#: _____ Project Name/Type: _____

Exact Location
of Project: _____ County: _____

(If you are Subcontractor)

Prime Contractor Name: _____

Job Classification(s) to Work 4/10 Schedule: *(Choose all that apply on Job Classification Checklist - Pages 2 & 3)*

Requestor Information

Name: _____

Title: _____ Date : _____

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

Job Classification	Tag #	Applicable Counties	Check Box
Electrician	25m	Nassau, Suffolk	<input type="checkbox"/>
Electrician	43	Cayuga, Chenango, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego, Otsego, Tompkins, Wayne	<input type="checkbox"/>
Electrician	840Teledata	Cayuga, Onondaga, Ontario, Seneca, Wayne, Yates	<input type="checkbox"/>
Electrician	86	Genesee, Livingston, Monroe, Ontario, Orleans, Wayne, Wyoming	<input type="checkbox"/>
Electrician Lineman	1049Line/Gas	Nassau, Suffolk	<input type="checkbox"/>
Electrician Lineman	1249a	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	<input type="checkbox"/>
Elevator Constructor	138	Columbia, Delaware, Dutchess, Greene, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester	<input type="checkbox"/>
Elevator Constructor	14	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming	<input type="checkbox"/>
Elevator Constructor	27	Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Yates	<input type="checkbox"/>
Elevator Constructor	35	Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Oneida, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington	<input type="checkbox"/>
Elevator Constructor	62.1	Broome, Cayuga, Chenango, Cortland, Delaware, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins	<input type="checkbox"/>
Glazier	677.1	Jefferson, Lewis, Livingston, Monroe, Ontario, Seneca, St. Lawrence, Wayne, Yates	<input type="checkbox"/>
Insulator - Heat & Frost	30-Syracuse	Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins	<input type="checkbox"/>

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

Job Classification	Tag #	Applicable Counties	Check Box
Operating Engineer - Heavy& Highway	832H	Allegany, Chemung, Genesee, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates	<input type="checkbox"/>
Painter	178 B	Broome, Chenango, Tioga	<input type="checkbox"/>
Painter	178 E	Chemung, Schuyler, Steuben	<input type="checkbox"/>
Painter	178 O	Delaware, Otsego	<input type="checkbox"/>
Painter	31	Cayuga, Herkimer, Lewis, Madison, Oneida, Onondaga, Ontario, Oswego, Seneca	<input type="checkbox"/>
Painter	38.O	Oswego	<input type="checkbox"/>
Painter	4-Buf,Nia, Olean	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Livingston, Niagara, Orleans, Steuben, Wyoming	<input type="checkbox"/>
Painter	4-Jamestown	Cattaraugus, Chautauqua	<input type="checkbox"/>
Sheetmetal Worker	46	Livingston, Monroe, Ontario, Seneca, Wayne, Yates	<input type="checkbox"/>
Teamster - Heavy&Highway	294h/h	Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington	<input type="checkbox"/>
Teamster - Heavy&Highway	317a.hh	Allegany, Cayuga, Cortland, Seneca, Steuben, Tompkins, Wayne, Yates	<input type="checkbox"/>
Teamster - Heavy&Highway	693.H/H	Broome, Chenango, Delaware, Otsego, Tioga	<input type="checkbox"/>

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.

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 for each hour worked, some classifications require the payment or provision of supplements for each hour paid (including paid holidays on which no work is performed) and/or may require supplements to be paid or provided at a premium rate for premium hours worked.

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.state.ny.us) 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	212-775-3568	212-775-3579
Bureau of Public Work - Patchogue	631-687-4883	631-687-4904
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

Suffolk County General Construction

Asbestos Worker	11/01/2009
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JOB DESCRIPTION Asbestos Worker **DISTRICT** 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per hour:	07/01/2009-	12/01/2009-
	11/30/2009	11/30/2010
Asbestos Worker		+Additional
Removal & Abatement Only*	\$32.95	\$3.00**

NOTE: *On Mechanical Systems that are NOT to be SCRAPPED.

**Increase to be allocated at a later date.

SUPPLEMENTAL BENEFITS

Asbestos Worker
Removal & Abatement Only \$9.15

OVERTIME PAY

See (B, B2, K) on OVERTIME PAGE

HOLIDAY

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

NOTE: Easter Paid at Time and One-half IF worked

REGISTERED APPRENTICES

Apprentice Removal & Abatement Only:

1000 hour terms at the following percentage of Journeyman's rates.

1st	2nd	3rd	4th
78%	80%	83%	89%

Supplemental Benefits :

(per Hour worked)

Apprentice
Removal & Abatement Only \$9.15

9-12a - Removal Only

Boilermaker	11/01/2009
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JOB DESCRIPTION Boilermaker **DISTRICT** 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2009

Boilermaker \$ 45.89

Repairs & Renovation 45.89

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2009

BoilerMaker 48% of Hourly
Wage Paid +
\$ 8.07

Repairs & Renovation*

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

*Same as Boilermaker (Includes replacement of parts and repairs & renovation of an existing unit).

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (8, 16, 23, 24) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 12, 15, 25) on HOLIDAY PAGE
 NOTE: *Employee must work in pay week to receive Holiday Pay.

**Boilermaker gets 4 times the hourly wage rate for working on Labor Day.

***Repairs & Renovation see (B,E,Q) on HOLIDAY PAGE

REGISTERED APPRENTICES

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

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

Supplemental Benefits Per Hour:

07/01/2009

Boilermaker
 Apprentice(s) 48% of Hourly
 Wage Paid +
 \$ 8.07

Repairs & Renovation*
 Apprentice(s) \$48% of Hourly
 Wage Paid +
 \$ 8.07

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.
 *Includes replacement of parts and repairs & renovation of an existing unit.

4-5

Carpenter	11/01/2009
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JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester

PARTIAL COUNTIES

Orange: South of but including the following, Waterloo Mills, SlateHill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.

Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.

Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

WAGES

Per hour:	07/01/2009	10/17/2009
		Additional
Core Drilling:		
Driller	\$ 33.25	\$ 2.21*
Assistant Driller	27.22	1.94*

Note: Hazardous Waste Pay Differential:

For Level C, an additional 10% above wage rate per hour

For Level B, an additional 10% above wage rate per hour

For Level A, an additional 10% above wage rate per hour

Note: When required to work on water: an additional \$ 0.50 per hour.

* May be allocated between wages and benefits.

SUPPLEMENTAL BENEFITS

Per hour paid:

Driller	\$ 15.31
Assistant	15.31

OVERTIME PAY

OVERTIME: See (B,E,K*,P,R**) on OVERTIME PAGE.

HOLIDAY

HOLIDAY:

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

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

** See (8,10,11,13) on HOLIDAY PAGE.

Assistant: One (1) year increments at the following percentage of Assistant wages. This is not an apprenticeship for Driller.

1st Year
70%

2nd Year
80%

3rd Year
90%

4th Year
100%

9-1536-CoreDriller

Carpenter

11/01/2009

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour: 07/01/2009 07/01/2010
Additional

Timberman \$ 40.50 \$ 3.53*

SUPPLEMENTAL BENEFITS

Per hour paid:

Timberman \$ 40.62

*May be allocated between wages and benefits.

OVERTIME PAY

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

HOLIDAY

Paid: See (18,19) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

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

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

REGISTERED APPRENTICES

Wages per hour is Percentage of Journeymans Wage.

(1) year terms:

1st
40%

2nd
50%

3rd
65%

4th
80%

Supplemental benefits per hour:

Apprentices \$ 25.14

9-1536

Carpenter

11/01/2009

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2009 07/01/2010
Additonal

Building

Millwright	\$ 44.24	\$ 3.62*
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*May be allocated between wages and benefits

SUPPLEMENTAL BENEFITS

Per hour paid:

Millwright	\$ 44.75
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OVERTIME PAY

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

HOLIDAY

Paid: See (18,19) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

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

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

REGISTERED APPRENTICES

Wages per hour is Percentage of Journeymans wage

(1) year terms:

1st.	2nd.	3rd.	4th.
55%	65%	75%	95%

Supplemental benefits per hour:

(1) year terms:

1st.	2nd.	3rd.	4th.
\$28.19	\$31.29	\$35.51	\$40.62

9-740.1

Carpenter

11/01/2009

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2009

Marine Construction:

Marine Diver	\$ 56.32
M.D.Tender	40.17

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman	\$ 40.86
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OVERTIME PAY

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

HOLIDAY

Paid: See (18,19) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,10,11,13,16,18,19)

Overtime: See (5,6,10,11,13,16,18,19) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wager per hour is Percentage of Journeymans Wage

(1) year terms:

1st	2nd	3rd	4th
40%	50%	65%	80%

Supplemental benefits per hour:

Apprentices \$ 26.97

9-1456MC

Carpenter**11/01/2009**

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2009

Carpet/Resilient
Floor Coverer

\$ 44.02

SUPPLEMENTAL BENEFITS

Per hour paid:

Floor Coverer \$ 38.58

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

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

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

REGISTERED APPRENTICES

Wage per hour is Percentage of Journeymans Wage

(1) year terms:

1st.	2nd.	3rd.	4th.
40%	50%	65%	80%

Supplemental benefits per hour:

Apprentices \$ 25.83

9-2287

Carpenter**11/01/2009**

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2009 07/01/2010
Additional

Piledriver \$ 44.61
Dockbuilder 44.61

\$ 3.72*
3.72*

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman \$ 40.86

* May be allocated between wages and benefits.

OVERTIME PAY

See (B, E2, O) on OVERTIME PAGE

HOLIDAY

Paid: See (18,19)on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

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

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

REGISTERED APPRENTICES

Wages per houris Percentage of Journeymans Wage

(1)year terms:

1st.	2nd.	3rd.	4th.
40%	50%	65%	80%

Supplemental benefits per hour:

Apprentices \$ 26.97

9-1456

Carpenter - Building / Heavy&Highway

11/01/2009

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

07/01/2009

Building Carpenter \$ 37.21

Heavy Highway Carpenter \$ 37.21

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2009

Both Carpenter

Categories \$ 30.29

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 23, 24, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

One(1) Year Terms at the following percentage of Journeymans Wage

1st	2nd	3rd	4th
40%	55%	65%	75%

Supplemental Benefits

Per Hour: 07/01/2009

All Apprentice Terms \$ 17.38

4-Reg.Council Nass/Suff

Electrician

11/01/2009

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2009

Tree Trimmer/
Line Clearance Specialist \$ 26.46

NOTE: This Rate For Line Clearance Only.

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2009

Tree Trimmer/
Line Clearance Specialist 20.5% of Hourly
Wage Paid +
\$ 5.48

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

OVERTIME PAY

See (B, E, P) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 16, 23, 24, 25, 26) on HOLIDAY PAGE

NOTE: Time and One Half the Hourly Rate plus Holiday Pay if Worked

4-1049/Tree

Electrician

11/01/2009

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2009-05/31/2010 06/01/2010

Telephone &
Intergrated Tele- \$ 33.31 \$ 34.22
Data Sytems
Electrician

"PLEASE NOTE"

This rate classification applies to ALL Voice, Data & Video work.: Excluding Fire Alarm Systems and Energy Managment Systems (HVAC Controls), in those cases the regular Electrician rate applies. To ensure proper use of this rate please call Nassau Offices at (516)228-3915 or Suffolk Offices at (631)687-4882.

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2009-05/31/2010 06/01/2010

Electrician 15.5% of Hourly Wage Paid + \$ 14.89 15.5% of Hourly Wage Paid + \$ 15.44

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

OVERTIME PAY

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

HOLIDAY

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

4-25tela

Electrician

11/01/2009

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:	07/01/2009- 05/31/2010	06/01/2010
Electrician Electrical Maintenance	\$ 36.70	\$ 37.70

"PLEASE NOTE"

Applicable to "EXISTING ELECTRICAL SYSTEMS" including, but not limited to TRAFFIC SIGNALS & STREET LIGHTING. Not used for add-ons.

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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday, with one-half (1/2) hour allowed for a lunch period.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per Hour:		
Electrician	12% of Hourly Wage Paid + \$ 14.40	12% of Hourly Wage Paid + \$ 14.94

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

OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

One(1) Year Term(s) at the following Percentage
of Journeyman(s) Wage:

1st Yr	2nd Yr	3rd Yr	4th Yr	5th Yr
40%	50%	60%	70%	80%

Supplemental Benefits per hour

Apprentice(s)	12% of Hourly Wage Paid + \$ 12.46	12% of Hourly Wage Paid + \$ 12.65
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NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

4-25m

Electrician

11/01/2009

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:	07/01/2009
Electrician/Wireman	\$ 45.75
HVAC Controls	45.75
Fire Alarms (low volt included)	45.75

PUMP & TANK WORK

Electrician/Wireman \$ 35.20

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2009

Electrician/Wireman 16.0% of Hourly
(all categories) Wage Paid +
\$ 22.69

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

One(1) Year Terms at the following Percentage of Journeyman(s) Wage

1st	2nd	3rd	4th	5th	6th
35%	40%	45%	50%	60%	70%

Supplemental Benefits per hour

Apprentice(s)

1st Term	3% of Hourly Wage Paid + \$ 4.54
2nd Term	3% of Hourly Wage Paid + \$ 6.79
3rd Term	16.0% of Hourly Wage Paid + \$ 10.21
4th Term	16.0% of Hourly Wage Paid + \$ 11.35
5th Term	16.0% of Hourly Wage Paid + \$ 13.61
6th Term	16.0% of Hourly Wage Paid + \$ 15.88

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

4-25

Electrician Lineman

11/01/2009

JOB DESCRIPTION Electrician Lineman

DISTRICT 4

ENTIRE COUNTIES

Nassau, Queens, Suffolk

WAGES

For Utility Distribution & Transmission Line Construction

Per Hour:	07/01/2009-	04/04/2010
	04/03/2010	

Lineman/Splicer	\$ 43.35	\$ 45.52
Material Man	37.71	39.60
Heavy Equip. Operator	34.68	36.42
Groundman	26.01	27.31
Flagman	19.51	20.48

Underground Natural Gasline Mechanic (2" or Less)

07/01/2009-06/01/2010
05/31/2010

Journeyman U.G.Mech.	\$ 35.77	\$ 37.92
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**** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per Hour:

Utility Distribution & Transmission Line Construction

07/01/2009-04/04/2010
04/03/2010

All Classifications	24.5% of Hourly Wage Paid + \$ 6.95	25% of Hourly Wage Paid + \$ 7.19
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NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

Underground Natural Gas Mechanic

07/01/2009-06/01/2010
05/31/2010

Journeyman U.G.Mech.	\$ 16.57	\$ 17.97
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OVERTIME PAY

See (B, Q) on OVERTIME PAGE

See (B,G,P) for Natural Gas Mechanic

HOLIDAY

Paid: See (5, 6, 8, 16, 23, 25, 26) on HOLIDAY PAGE

Overtime: See (1) on HOLIDAY PAGE

REGISTERED APPRENTICES

1000 hour Periods at the following Percentage of Journeyman's Wage.

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

4-1049 Line/Gas

Elevator Constructor

11/01/2009

JOB DESCRIPTION Elevator Constructor

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

PARTIAL COUNTIES

Rockland: Entire County except for the Township of Stony Point

Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per hour: 07/01/2009- 03/17/2010
 03/16/2010

Elevator Constructor \$ 49.78 \$ 51.47

Elevator Modernization & Service/Repair \$ 39.65 \$ 40.93

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2009- 03/17/2010
 03/16/2010

Elevator Constructor \$ 25.12 \$ 26.44

Modernization & Service/Repair \$ 24.56 \$ 25.86

OVERTIME PAY

Constructor. See (C, O) on OVERTIME PAGE.

Modern./Service See (B, H) on OVERTIME PAGE.

HOLIDAY

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

REGISTERED APPRENTICES

WAGES: Per Hour 07/01/2009- 03/17/2010
 03/16/2010

One (1) year terms at the following Percentage
 of Elevator Constructor Hourly Rate

1st Term	50%	50%
2nd Term	55%	55%
3rd Term	65%	65%
4th Term	75%	75%

Modernization & Service/Repair:

1st Term	50%	50%
2nd Term	55%	55%
3rd Term	65%	65%
4th Term	75%	75%

Supplemental Benefits per hour paid:

Elevator Constructor:

1st Term	\$ 20.04	\$ 21.55
2nd Term	\$ 20.96	\$ 22.14
3rd Term	\$ 21.88	\$ 23.85
4th Term	\$ 22.70	\$ 24.05

Modernization & Service/Repair:

1st Term	\$ 20.32	\$ 21.48
2nd Term	\$ 20.66	\$ 21.82
3rd Term	\$ 21.53	\$ 22.72
4th Term	\$ 22.39	\$ 23.61

Glazier	11/01/2009
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JOB DESCRIPTION Glazier

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2009- 04/30/2010	05/01/2010
Glazier	\$ 46.60	Additional \$ 3.45/hour*
Scaffolding	\$ 47.60	Additional \$ 3.45/hour*
Repair & Maintenance:		
Glazier	\$ 25.85	Additional \$ 1.00/hour*

*Increase to be allocated at a later date

Repair & Maintenance- All repair & maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$100,000.00.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman....	\$ 24.69
Glazier	
Repair & Maintenance**:	\$ 14.04

OVERTIME PAY

OVERTIME: See (C*,D*O) on OVERTIME PAGE.

* Denotes if an optional 8th hour is required same will be at the regular rate of pay. If 9th hour is worked then both hours or more (8th and 9th or more) will be at the double time rate of pay.

** For Repair & Maintenance see (B,F, P) on overtime page.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

The Following are paid holidays for the Repair & Maintenance Class:

New Years day, Presidents day, Memorial day, Independents day, Labor day, Thanksgiving day, Day after Thanksgiving, and Christmas day.

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates.

1st term...	\$ 15.65	40% of Journeymans wage
2nd term...	\$ 23.33	50% "" "" ""
3rd term...	\$ 28.85	60% "" "" ""
4th term...	\$ 37.29	80% "" "" ""

Supplemental Benefits:

(Per hour worked)

1st term....	\$ 11.42
2nd term....	\$ 16.63
3rd term....	\$ 18.24
4th term....	\$ 21.47

Insulator - Heat & Frost**11/01/2009**

JOB DESCRIPTION Insulator - Heat & Frost**DISTRICT** 9**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per hour:	07/01/2009- 01/05/2010	01/06/2010
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Heat, Frost & Asbestos		additional
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Insulator(s)	\$ 54.51	\$ 2.00/hr
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SHIFT WORK:

2nd Shift: Same wage and regular rate

3rd Shift: 14% premium on wage and benefits

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2009- 01/05/2010	01/06/2010
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Insulator(s)	\$ 24.11	\$ 24.11
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OVERTIME PAY

See (C, O, V) on OVERTIME PAGE

Wage and benefits for 8th Hour to be paid at time and one half

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages:

Apprentice Insulator(s)

1 year terms at the following percentage of Journeyman's rates.

1st	2nd	3rd	4th
40%	60%	70%	80%

Supplemental Benefits per hour:

Apprentice Insulator(s)	Use same % as for Wage of \$ 24.11
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9-12

Ironworker**11/01/2009**

JOB DESCRIPTION Ironworker**DISTRICT** 9**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Wages: (Per Hour)

07/01/2009

Structural.....	\$ 41.05
Riggers.....	\$ 41.05
Machinery Movers.....	\$ 41.05
Machinery Erectors.....	\$ 41.05

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2009

Journeyman.. \$ 52.50

OVERTIME PAY

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

* Time and one-half shall be paid for all work in excess of (8) eight hours at the end of a work day to a maximum of two hours on any regular work day (the ninth (9th) and tenth (10th) hours of work)and double time shall be paid for all work thereafter.

** Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages:
(Per Hour)

Six (6) month terms at the following wage rate.

1st	2nd	3rd	4th	5th	6th
\$21.82	22.42	23.02	23.02	23.02	23.02

Supplemental Benefits:
(Per Hour)

07/01/2009

\$ 37.85

9-40/361-Str

Ironworker	11/01/2009
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JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES

Rockland: Southern Section

WAGES

Per hour: 07/01/2009

Reinforcing &
Metal Lathing... \$ 49.87

SUPPLEMENTAL BENEFITS

Per hour paid:
Journeyman \$ 33.01

OVERTIME PAY

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

OVERTIME: See (A*,E,Q,V**) on OVERTIME PAGE.

*,** All overtime in excess of ten (10)hours shall be paid at double wage.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 13, 18, 19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

1st	2nd	3rd
\$ 28.55	\$ 33.15	\$ 38.21

Supplemental Benefits per hour paid:

1st	2nd	3rd
\$ 22.56	\$ 24.21	\$ 25.36

9-46Reinf

Ironworker

11/01/2009

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour: 07/01/2009

Ornamental	\$ 39.85
Chain Link Fence	\$ 39.85
Guide Rail Installation	\$ 39.85

Shift Work: Minimum duration of 5 days.

Monday thru Friday:

When two or three shifts are employed, each shift shall work 7 hour days and be paid for 10 1/2 hours. Shifts not completing the full 7 hours shall be paid 1 1/2 times the straight-time rate for the hours worked.

Monday thru Friday: (Guardrail & Sign work only)

When two or three shifts are employed, each shift shall work 7 hours and be paid for 9 hours. Shifts not completing the full 7 hours shall be paid at 1 1/2 times the straight rate for hours worked.

Saturday, Sunday, Holidays:

When two or three shifts are employed, each shift shall work 7 hour days and be paid for 15 3/4 hours. Shifts not completing the full 7 hours shall be paid 2 1/4 times the straight-time rate for the hours worked.

SUPPLEMENTAL BENEFITS

Per hour paid:

07/01/2009

Journeyman: \$ 36.17

OVERTIME PAY

OVERTIME: See (A*,D1,E**,Q,V) on OVERTIME PAGE.

*Time and one-half shall be paid for all work in excess of seven (7) hours at the end of a work day to a maximum of two (2) hours on any regular work day (8th & 9th hours of work) and double time shall be paid for all work thereafter.

**Time and one-half shall be paid for all work on Saturday up to seven (7) hours and double time shall be paid for all work thereafter.

HOLIDAY

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

REGISTERED APPRENTICES

1st term represents first 1-4 months, thereafter (1/2) year terms at the following percentage of Journeyman's wage.

APPRENTICES:

1st	2nd	3rd	4th	5th	6th
50%	50%	55%	60%	70%	80%

Supplemental Benefits per hour paid:

07/01/2009

APPRENTICES:

1st Term	\$ 28.69
2nd Term	28.69
3rd Term	29.41
4th Term	30.33
5th Term	31.55
6th Term	32.97

9-580-Or

Ironworker

11/01/2009

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2009	07/01/2010
Derrickman/Rigger	\$ 52.50	Additional \$1.50*

*Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS

Journeyman	07/01/2009	07/01/2010
	\$ 27.03	\$ 27.03

OVERTIME PAY

OVERTIME See (A*,D1,E**,Q,V) on OVERTIME PAGE.

*Time and one-half shall be paid for all work in excess of seven (7) hours at the end of a work day to a maximum of two hours on any regular work day (the eighth (8th) and ninth (9) hours of work) and double time shall be paid for all work thereafter.

**Time and one-half shall be paid for all work on Saturday up to seven (7) hours and double time shall be paid for all work thereafter.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 10) on HOLIDAY PAGE

HOLIDAY:

Paid:.....See (1) on HOLIDAY PAGE.
Overtime:.....See (5*, 6*, 8**, 24***, 25**) on HOLIDAY PAGE.

*No work shall be performed on this day, except in cases of emergency. Such work shall be done at double time rate of pay.

**Double time rate of pay.

***Work stops at schedule lunch break with full day's pay.

REGISTERED APPRENTICES

Wage per hour:

(1/2) year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th
50%	50%	70%	80%	90%	90%

Supplemental benefits per hour paid:

Registered Apprentice	
1st year	50% of journeyman's rate
All others	75% of journeyman's rate

9-197D/R

Laborer - Building

11/01/2009

JOB DESCRIPTION Laborer - Building

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2009

Building Laborer \$ 31.85

Asbestos Abatement Worker \$ 31.50
(Re-Roofing see Roofer)

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2009

Building Laborer \$ 22.51

Asbestos Worker \$ 11.60

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Regular Hours Work Terms (Not Available for Abatement Work)

TERM #1	1 hr to 1000hrs
TERM #2	1001hrs to 2000hrs
TERM #3	2001hrs to 3000hrs
TERM #4	3001hrs to 4000hrs

Wages per hour:

APPRENTICES (Not Allowed on Abatement Work)

TERM #1	\$ 16.00
TERM #2	19.00
TERM #3	21.75
TERM #4	24.50

Supplemental Benefits per hour:

APPRENTICES

TERM #1	\$ 14.59
TERM #2	16.16
TERM #3	16.92
TERM #4	17.77

4-66

Laborer - Heavy&Highway

11/01/2009

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Laborer (Heavy/Highway):

GROUP # 1: Asphalt Rakers, Concrete Curb Formsetters.

GROUP # 2: Asphalt Shovelers, Roller Boys and Tampers.

GROUP # 3: Basic Laborer, Power Tool(Jackhammer), Landscape Construction, Traffic Control Personnel(flaggers).

WAGES PER HOUR: 07/01/2009

GROUP # 1	\$ 33.89
GROUP # 2	\$ 32.94
GROUP # 3	\$ 30.05

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2009

ALL GROUPS \$ 24.45

After Forty (40)paid
Hours in a work Week \$ 15.92

OVERTIME PAY

See (B, E2, F) on OVERTIME PAGE

NOTE: Premium Pay of 25% of wage for all Straight time hours on all
New York State D.O.T. and other Government Mandated
Off-Shift Work

NOTE: Hazardous Material Work add an Additional 10%
of Hourly Rate

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (1) on HOLIDAY PAGE

REGISTERED APPRENTICES

One (1) Year Terms at the following Percentage of the Journeyman's Wage

1st	2nd
80%	90%

Supplemental Benefits per hour:

APPRENTICES \$ 24.45

After Forty (40)paid
Hours in a work Week \$ 15.92

4-1298

Mason

11/01/2009

JOB DESCRIPTION Mason

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2009

Brick/Blocklayer \$ 48.50

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2009

Brick/Block Layer \$ 22.04

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

(800 hour) Terms at the following Percentage of Journeymans Wage:

1st	2nd	3rd	4th	5th
50%	60%	70%	80%	90%

Supplemental Benefits per hour:

All Apprentices \$ 13.11

9-1Brk

Mason - Building**11/01/2009**

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2009

Building:

Tile Finisher \$ 37.68

SUPPLEMENTAL BENEFITS

Journeyman \$ 21.40

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 10, 11, 15, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages:

(per hour paid)

(750 hour) terms at the following percentages of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	65%	70%	75%	85%	90%	95%

Supplemental Benefits:

(per hour paid)

(750) hour terms at the following percentages of journeyman's wage:

Apprentices.

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	65%	70%	75%	85%	90%	95%

9-7/88-tf

Mason - Building**11/01/2009**

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour: 07/01/2009

Building:Marble Restoration

Marble, Stone, etc
& Polisher \$ 36.26

Marble, Stone, etc
Finishers \$ 18.94

SUPPLEMENTAL BENEFITS

Journeyman: 07/01/2009

Polisher \$ 19.80

Finisher 10.47

OVERTIME PAY

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

HOLIDAY

Paid: See (*5, 6, 11, 15) on HOLIDAY PAGE

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

* Journeymen receive 1/2 days pay for Labor Day. Cleaner, Maintenance and 1ST three terms of Apprentices see (5, 6, 11, 15) on HOLIDAY PAGE. All others See (1) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages:
(per hour worked)

Polisher:
900 hour terms at the following percentage of Journeyman's wage.

Term:	1st	2nd	3rd	4th
Hours:	1-900	901-1800	1801-2700	2701-3600
	70%	80%	90%	100%

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

Term:	1st	2nd	3rd	4th	5th	6th	7th
Hours:	1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250
	70%	74%	78%	82%	88%	96%	100%

Supplemental Benefits:
(per hour worked)

Polisher: 07/01/2009
Term wage % of \$6.50
plus \$13.30

Finisher: \$ 10.47

9-7/24

Mason - Building

11/01/2009

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2009

Building:
Tile Setters \$ 46.83

Shift Work:
12:01am Monday-
12:00midnight Friday \$ 58.53

12:01am Saturday-
12:midnight Saturday \$ 70.24

12:01am Sunday-
12:00midnight Sunday \$ 93.66

SUPPLEMENTAL BENEFITS

Journeyman: \$ 24.65

OVERTIME PAY

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

*Applicable to Shift Work ONLY

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 10, 11, 15, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

(750 hr) terms at the following wage rates.

Term:	1st	2nd	3rd	4th	5th	6th	7th	8th	9th
Hours:	1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750
Wages:	\$22.73	25.18	29.93	32.26	34.72	39.47	41.82	44.10	45.32

Supplemental Benefits per hour paid:

Term:	1st	2nd	3rd	4th	5th	6th	7th	8th	9th
Hours:	1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750
Supps.	\$12.00	13.03	15.23	16.37	17.38	19.58	20.70	21.90	24.15

9-7/52

Mason - Building

11/01/2009

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Building: 07/01/2009

Mosaic & Terrazzo Mechanic \$ 42.14

Mosaic & Terrazzo Finisher \$ 40.65

SUPPLEMENTAL BENEFITS

Journeyman: \$ 29.26

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage per hour:

(750 Hour) terms at the following percentage of the Terrazzo Mechanic's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000
50%	55%	65%	70%	75%	85%	90%	95%

Supplemental benefits per hour paid:

(750 hour) terms at the following percentage of Terrazzo Mechanic's benefit.

1st	2nd	3rd	4th	5th	6th	7th	8th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000
50%	55%	65%	70%	75%	85%	90%	95%

9-7/3

Mason - Building / Heavy&Highway

11/01/2009

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

NOTE: Shall include but not limited to Precast concrete slabs (London Walks)
Marble and Granite pavers 2'x 2' or larger.

Per Hour: 07/01/2009
Stone Setter \$ 55.34
Stone Tender \$ 36.68

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2009
Stone Setter \$ 23.23
Stone Tender \$ 15.28

OVERTIME PAY

See (*C, **E, Q) on OVERTIME PAGE

* On weekdays the eighth (8th) and ninth (9th) hours are time and one-half all work thereafter is paid at double the hourly rate.

** The first seven (7) hours on Saturday is paid at time and one-half all work thereafter is paid at double the hourly rate.

HOLIDAY

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

REGISTERED APPRENTICES

Per Hour: 07/01/2009

Stone Setter(750 hour) terms at the following wage rate per hour:

1st term	2nd term	3rd term	4th term	5th term	6th term
\$27.71	\$32.15	\$36.58	\$41.02	\$45.45	\$49.89

Supplemental Benefits for all terms

07/01/2009

\$ 14.69

9-1Stn

Mason - Building / Heavy&Highway

11/01/2009

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour: 07/01/2009

Marble-Finisher \$ 41.30

SUPPLEMENTAL BENEFITS

Journeyman \$ 24.33

OVERTIME PAY

See (C, O, V) on OVERTIME PAGE

HOLIDAY

Paid: See (*2) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

* 1/2 Day for Labor Day.

REGISTERED APPRENTICES

Wages:

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

1st	2nd	3rd	4th	5th	6th	7th	8th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-
750	1500	2250	3000	3750	4500	5250	6000

50%	55%	65%	70%	75%	85%	90%	95%
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Supplemental Benefits: 07/01/2009

1st-6th terms \$14.50 + term
wage % of \$9.83

7th and 8th terms \$24.33

9-7/20-MR

Mason - Heavy&Highway**11/01/2009**

JOB DESCRIPTION Mason - Heavy&Highway**DISTRICT** 9**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2009

(MASON)

Pointer, Cleaner &
Caulkers

\$ 41.19

SUPPLEMENTAL BENEFITSPointer, Cleaners &
Caulkers \$ 21.32**OVERTIME PAY**

See (B, E2, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICESWages:
(Per hour)

One (1) year terms at the following wage rates.

	1st	2nd	3rd	4th
07/01/2009	\$ 22.16	\$ 25.41	\$ 30.14	\$ 36.57

Apprentices Supplemental Benefits:
(per hour paid)

07/01/2009	1st	2nd	3rd	4th
	\$ 3.15	\$ 7.21	\$ 10.21	\$ 10.21

9-1PCC

Mason - Heavy&Highway**11/01/2009**

JOB DESCRIPTION Mason - Heavy&Highway**DISTRICT** 9**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2009

Cement Mason \$ 47.50

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2009

Cement Mason \$ 26.61

OVERTIME PAY

See (D, O, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following Percentage of Journeymans Wage.

1st Term	50%
2nd Term	60%
3rd Term	70%

Supplement Benefits per hour paid:

Apprentices:

1st term	\$ 17.25
2nd term	19.13
3rd term	20.99

9-780

Operating Engineer - Building

11/01/2009

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

BUILDING CATEGORIES:

CLASS " AA "CRANES:

Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane & Pile Driver.

CLASS "A":

Asphalt Spreader, Backhoe Crawler, Boiler, Boring Machine, Cherry Picker (over 50 tons), Concrete Pump, Gradall, Grader, Hoist, Loading Machine (10 yds. or more), Milling Machine, Power Winch - Stone Setting/Structural Steel & Truck Mounted, Powerhouse, Road Paver, Scoop-Carryall-Scraper in Tandem, Shovel, Sideboom Tractor, Stone Spreader (self-propelled), Tank Work, Tower Crane Engineer.

CLASS "B":

Backhoe, Boom Truck, Bulldozer, Boring Machine/Auger, Cherry Picker (under 50 Tons), Conveyor-Multi, Dinkey Locomotive, Fork Lift, Hoist (2 Drum), Loading Machine & Front Loader, Mulch Machine (Machine Fed), Power Winches (Not Included in Class "A"), Asphalt Roller, Hydraulic Pump with Boring Machine, Scoop, Carryall, Scaper, Maintenance Man on Tower Crane, Trenching Machine, Vermeer Cutter, Work Boat.

CLASS "C":

Curb Machine, Maintenance Engineer (Small Equip. & Well Point), Field Mechanic, Milling Machine (Small), Pulvi Mixer, Pumps (all), Roller (dirt), Ridge Cutter, Vac-All, Shotblaster, Striping Machine, Interior Hoist, Concrete Finish Machine, Concrete Spreader, Conveyer, Curing Machine, Hoist (one drum).

CLASS "D":

Concrete Breaker, Concrete Saw/Cutter, Fork Life or Walk Behind (power operated), Generator, Hydra Hammer, Compactors (mechanical or hand operated), Pin Puller, Portable Heaters, Power Booms, Power Buggies, Pump (double action diaphragm).

CLASS "E":

Batching Plant, Generator, Grinder, Mixer, Mulching Machine, Oiler, Pump (gypsum), Pump (single action diaphragm), Stump Chipper, Track Tamper, Tractor (caterpillar or wheel), Vibrator, Deckhand on Workboat.

07/01/2009

Class "AA"	\$ 55.50
Cranes: Boom length over 100 feet add \$ 1.00 per hour	
" " " 150 " " \$ 1.50 " "	
" " " 250 " " \$ 2.00 " "	
" " " 350 " " \$ 3.00 " "	

Class "A" \$ 46.04*
*Add \$3.50 for Hazardous Waste Work

Class "B" \$ 43.65*
*Add \$2.50 for Hazardous Waste Work

Class "C"	\$ 42.06*
*Add \$1.50 for Hazardous Waste Work	
Class "D"	\$ 38.85
Class "E"	\$ 37.24

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2009

ALL CLASSES \$ 28.19

NOTE: Overtime Rate \$ 22.85

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

"NOTE": Employee must be employed day before and day after a holiday to receive holiday pay.

REGISTERED APPRENTICES

One(1) Year Terms at the following Rate:

07/01/2009

1st Term	\$ 20.84
2nd Term	21.67
3rd Term	22.33

Supplemental Benefits per hour:

APPRENTICES	\$ 15.89
Note: OVERTIME AMOUNT	5.85

4-138

Operating Engineer - Building / Heavy&Highway

11/01/2009

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2009

Well Driller	\$ 30.51
Well Driller Helper	\$ 26.83

Hazardous Waste Differential
Added to Hourly Wage:

Level A	\$ 3.00
Level B	2.00
Level C	1.00

Monitoring Well Work
Add to Hourly Wage:

Level A	\$ 3.00
Level B	2.00

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2009

Well Driller \$ 10% of straight
Well Driller Helper time rate plus \$ 9.95

(NOTE) Additional \$3.00 for
Premium Time

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6, 16, 23) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 23) on HOLIDAY PAGE

4-138well

Operating Engineer - Heavy&Highway

11/01/2009

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Party Chief - One who directs a survey party
Instrument Man - One who runs the instrument and assists Party Chief
Rodman - One who holds the rod and in general, assists the survey party
Categories cover GPS & Under Ground Surveying

Per Hour: 07/01/2009

Heavy Highway/Building

Party Chief \$ 52.90
Instrument Man 39.64
Rodman 34.84

Steel Erection

Party Chief \$ 53.26
Instrument Man 41.77
Rodman 28.43

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2009

Heavy Highway/Building \$ 24.20
Steel Erection \$ 24.20

OVERTIME PAY

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

* Doubletime paid on the 9th hour on Saturday.

HOLIDAY

Paid: See (5, 6, 8, 11, 12, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 12, 15, 25) on HOLIDAY PAGE

4-15D-N/S co.

Operating Engineer - Heavy&Highway

11/01/2009

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

HEAVY/HIGHWAY CATEGORIES:

CLASS "AA" CRANES:

Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane, Pile Driver.

CLASS "A":

Asphalt Spreader, Backhoe Crawler, Boiler Cherrypicker (over 50 tons), Concrete Pump, Grader, Gradall, Hoist Loading Machine 10 yds. or more), Milling Machine, Power Winch-Stone Setting/Structural Steel or Truck Mounted, Powerhouse, Road Paver, Scoop-Carryall-Scaper in Tandem, Shovel, Sideboom Tractor, Stone Spreader (self propelled), Tank Work, Track Alignment Machine.

CLASS "B":

Backhoe, Boom Truck, Bulldozer, Boring Machine/Auger, Cherry Picker (under 50 tons), Conveyor-Multi, Dinky Locomotive, Fork Lift, Hoist (2 drum), Loading Machine & Front Loader, Mulch Machine (machine fed), Power Winches (all others not included in CLASS A), Asphalt Roller, Hydraulic Pump with Boring Machine, Scoop, Carryall, Scaper, Maintenance Man on Tower Crane, Trenching Machine, Vermeer Cutter, Work Boat.

CLASS "C":

Curb Machine, Maintenance Engineer (Small Equip. & Well Point), Field Mechanic, Milling Machine (Small), Pulvi-Mixer, Pumps, Roller (Dirt), Vac-All, Welding/Burning, Compressor (Structural Steel & 2 or more Batteries), Concrete Finish Machine, Concrete Spreader, Conveyor, Curing Machine, Fireman, Hoist (One Drum), Ridge Cutter, Striping Machine, Welding Machine (Structural Steel & Pile Work).

CLASS "D":

Compressor (Pile,Crane,Stone Setting), Concrete Saw Cutter/ Breaker, Work Lift (Walk Behind,Power Operated), Generator (Pile Work),Hydra Hammer, Hand Operated Compactor, Pin Puller, Portable Heater, Powered Broom/Buggy/Grinder, Pump (Single Action-1 to 3 Inches/Gypsum/Double Action Diaphragm), Hand Trenching Machine, Welding Machine.

CLASS "E":

Batching Plant, Generator, Grinder, Mixer, Mulching Machine, Oiler, Pump (Centrifugal up to 3 In.), Root Cutter, Stump Chipper, Oiler on Tower Crane, Track Tamper, Tractor, Vibrator, Deckhand on Work Boat.

07/01/2009

Class "AA" \$ 54.85

Cranes: Boom Length over 100 feet add \$ 1.00 per hour

" " " 150 " " \$ 1.50 " "

" " " 250 " " \$ 2.00 " "

" " " 350 " " \$ 3.00 " "

Class "A" \$ 48.47*

*Add \$3.50 for Hazardous Waste Work.

Class "B" \$ 45.24*

*Add \$2.50 for Hazardous Waste Work.

Class "C" \$ 43.61*

*Add \$1.50 for Hazardous Waste Work

Class "D" \$ 40.33

Class "E" \$ 38.71

"NOTE": PREMIUM PAY of 25% on straight time hours for NEW YORK STATE-
D.O.T. and other GOVERNMENTAL MANDATED off-shift work.

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2009

ALL CLASSES \$ 28.44

Note: OVERTIME AMOUNT \$ 22.85

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 9, 15) on HOLIDAY PAGE

"NOTE": Employee must be employed day before and day after a
holiday to receive holiday pay.

REGISTERED APPRENTICES

One(1) Year Terms at the following Rate:

1st Term \$ 20.84

2nd Term 21.67

3rd Term 22.33

APPRENTICES \$ 15.89
 Note: OVERTIME AMOUNT 5.85

4-138

Operating Engineer - Marine Construction	11/01/2009
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JOB DESCRIPTION Operating Engineer - Marine Construction

DISTRICT 4

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:

DREDGING OPERATIONS 07/01/2009

CLASS A
 Operator, Leverman, \$ 32.89
 Lead Dredgeman

CLASS A1 To Conform to Operating Engineer
 Dozer, Front Loader Prevailing Wage in Locality where Work
 Operator is being Performed including Benefits.

CLASS B \$ 28.49
 Spider/Spill Barge Operator,
 Tug Operator(over1000hp),
 OperatorII, Fill Placer,
 Derrick Operator, Engineer,
 Chief Mate, Electrician,
 Chief Welder,
 Maintenance Engineer

Certified Welder, \$ 26.84
 Boat Operator(licensed)

CLASS C \$ 26.14
 Drag Barge Operator,
 Steward, Mate,
 Assistant Fill Placer,
 Welder (please add) \$ 0.06

Boat Operator \$ 25.29

CLASS D \$ 21.09
 Shoreman, Deckhand,
 Rodman, Scowman, Cook,
 Messman, Porter/Janitor
 Oiler(please add) \$ 0.09

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

07/01/2009

All Classes A & B \$ 8.05 plus
 7% of straight
 time wage
 (overtime hours add) \$ 0.63

All Class C \$ 7.75 plus
7% of straight
time wage
(overtime hours add) \$ 0.48

All Class D \$ 7.45 plus
7% of straight
time wage
(overtime hours add) \$ 0.23

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

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

4-25a-MarConst

Operating Engineer - Trenchless Pipe Rehab

11/01/2009

JOB DESCRIPTION Operating Engineer - Trenchless Pipe Rehab

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Rates no longer in posted.

Listing to be removed.

OVERTIME PAY

HOLIDAY

4-138TrchPReh

Painter

11/01/2009

JOB DESCRIPTION Painter

DISTRICT 9

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per hour: 07/01/2009

Drywall Taper \$ 35.00

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 23.14

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages(per Hour) 07/01/2009

1st Year \$ 13.25

2nd Year 17.50

3rd Year 21.00

4th Year 28.00

Supplemental Benefits:

(per Hour)

1st year \$10.27

2nd Year 13.50

3rd year 16.26

4th year 21.34

Painter

11/01/2009

JOB DESCRIPTION Painter

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

WAGES

(Per hour) 07/01/2009

Brush	\$ 35.00
Spray & Scaffold	38.00
Fire Escape	38.00
Decorator	38.00
Paperhanger/Wall Coverer	36.83

SUPPLEMENTAL BENEFITS

(per hour worked) 07/01/2009

Paperhanger	\$ 27.25
All others	23.14

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Indentured after 5/31/93 (1) year terms at the following wage rate.
(per hour)

Appr 1st term...	\$ 13.25
Appr 2nd term...	17.50
Appr 3rd term...	21.00
Appr 4th term...	28.00

Spplmental benefis:
(per Hour worked)

Appr 1st term...	\$10.27
Appr 2nd term...	13.50
Appr 3rd term...	16.26
Appr 4th term...	21.34

9-NYDC9-B/S

Painter - Bridge & Structural Steel

11/01/2009

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 9

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

(Per Hour Worked) 07/01/2009 10/01/2009 10/01/2010

STEEL:

Bridge Painting	\$ 45.25	\$ 45.50	\$ 46.25
Power Tool/Spray	\$ 51.25	\$ 51.50	\$ 52.25

Shift Work: Where project specifications and/or contract provide for night work outside the regular hours of work, and said night work is performed on a second shift, which is separate from the first crew, the night shift employees shall be paid an additional 10% of the regular wage up to seven (7) hours, after which they shall be paid at time and one half the regular wage. If only a night shift is employed, the employees shall be paid at time and one half.

Note: 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.

SUPPLEMENTAL BENEFITS

Per Hour Worked:

	07/01/2009	10/01/2009	10/01/2010
Journeyman	\$ 28.31* \$ 28.31**	\$ 29.90* \$ 29.90**	\$ 31.04* \$ 31.04**
Hourly Rate after 40 hours from May 1st to Nov. 15th	\$5.00 only	\$6.00 only	\$6.75 only
Hourly Rate after 50 hours from Nov. 16th to April 30th	\$5.00 only	\$6.00 only	\$6.75 only

*For the period of May 1st to November 15th:

This rate shall be paid up to a maximum of forty (40) hours worked per week. For all hours exceeding 40, the hourly rate shall drop to the hourly rate shown above by date.

EXCEPT for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

**For the period of November 16th to April 30th:

This rate shall be paid up to a maximum of fifty (50) hours worked per week. For all hours exceeding 50, the hourly rate shall drop to the hourly rate shown above by date.

OVERTIME PAY

See (A, F, R) on OVERTIME PAGE

*Note: When calculating overtime pay for the Power Tool/ Spray classification, add Six dollars to the hourly overtime rate calculated for the "Bridge Painting" classification.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(wage per hour Worked):

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

Apprentices:	1st	2nd	3rd
07/01/2009	40%	60%	80%

Supplemental Benefits:

1st Term: Same as Journeyman excluding the additional \$5.00 per hour paid.

2nd and 3rd term: Same as Journeyman

9-DC-9/806/155-BrSS

Painter - Line Striping

11/01/2009

JOB DESCRIPTION Painter - Line Striping

DISTRICT 9

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per hour:

Painter (Striping-Highway):	07/01/2009
Striping-Machine Operator*	\$ 25.53
Linerman Thermoplastic	\$ 30.79

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety

SUPPLEMENTAL BENEFITS

Per hour paid: 07/01/2009
Journeyman: \$ 9.97 + 7% of wage

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE

Overtime: See (5, 8, 11, 12, 15, 16, 17, 20, 21, 22) on HOLIDAY PAGE

9-8A/28A-LS

Painter - Metal Polisher

11/01/2009

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

07/01/2009

Metal Polisher

\$ 24.85*

*Note: All workers shall be paid an additional premium in an amount equal to twenty (20%) percent of their basic straight time rate of pay for all time worked on hanging scaffolds and on standing scaffolds while working more than 34 feet off the ground. Such premium are to be paid on top of their straight time or overtime, whichever is applicable. This also applies to employees erecting scaffolding.

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2009

Journeyman:

\$ 11.02

OVERTIME PAY

See (B, E, Q, 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

55% of Basic Polisher Rate

9-8A/28A-MP

Plasterer

11/01/2009

JOB DESCRIPTION Plasterer

DISTRICT 9

ENTIRE COUNTIES

Kings, Nassau, Queens, Suffolk

PARTIAL COUNTIES

New York: Includes work in all Islands in New York City, except Manhattan.

WAGES

Per hour:

07/01/2009

Building:

Plasterer/Traditional

\$ 35.53

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman

\$ 21.80

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 13, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages:

(per hour)

(1) year terms at the following % journeyman's wage rate.

First year:	1st 6 months 40%	2nd 6 months 45%
Second year:	1st 6 months 55%	2nd 6 months 60%
Third year:	1st 6 months 70%	2nd 6 months 75%

Supplemental Benefits:
 (per hour paid):
 (1) year term broken down into six month periods:
 1st year:

1st six months	\$ 8.37
2nd six months	9.35
3rd six months	11.35
4th six months	12.33
5th six months	14.33
6th six months	15.33

9-530-Z1

Plumber

11/01/2009

JOB DESCRIPTION Plumber

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:	07/01/2009- 04/30/2010	05/01/2010
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Plumber/ PUMP & TANK	\$ 42.24	\$ 42.49
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SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2009- 04/30/2010	05/01/2010
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Plumber	\$ 19.57	\$ 20.82
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OVERTIME PAY

See (B, N, V) on OVERTIME PAGE

(V) Sunday & Holidays Only

HOLIDAY

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

REGISTERED APPRENTICES

One(1) Year Terms at the Following Wage Per Hour:

	07/01/2009- 04/30/2010	05/01/2010
1st Term	\$ 9.77	\$ 9.85
2nd Term	15.37	15.47
3rd Term	20.96	21.09
4th Term	26.80	26.95

Supplemental Benefits per hour:

1st Term	\$ 8.39	\$ 9.69
2nd Term	8.89	10.29
3rd Term	9.39	10.89
4th Term	9.64	11.24

4-200 Pump & Tank

Plumber	11/01/2009
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JOB DESCRIPTION Plumber

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:	07/01/2009- 04/31/2010	05/01/2010
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Plumber MAINTENANCE ONLY	\$ 28.07	\$ 29.46
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(NOTE)

Maintenance: Correction of problem(s) with the existing fixture or group of fixtures, preventive repairs or servicing of said fixtures.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2009- 04/31/2010	05/01/2010
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Plumber MAINTENANCE ONLY	\$ 9.40	\$ 9.65
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OVERTIME PAY

See (B, J) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

One(1) Year Terms, WAGES Per Hour as Follows:

	07/01/2009- 04/31/2010	05/01/2010
1st term	\$ 14.29	\$ 15.00
2nd term	\$ 15.38	\$ 16.15
3rd term	\$ 16.53	\$ 17.35
4th term	\$ 17.72	\$ 18.61
5th term	\$ 18.96	\$ 19.91

SUPPLEMENTS PER HOUR

1st term	\$ 7.90	\$ 8.19
2nd term	\$ 7.90	\$ 8.19
3rd term	\$ 7.90	\$ 8.19
4th term	\$ 7.90	\$ 8.19
5th term	\$ 7.90	\$ 8.19

4-200 Maintance

Plumber	11/01/2009
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JOB DESCRIPTION Plumber

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:	07/01/2009- 04/30/2010	05/01/2010
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Plumber	\$ 47.73	\$ 47.73
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SUPPLEMENTAL BENEFITS

Per Hour:

Plumber	\$ 26.68	\$ 27.93
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OVERTIME PAY

See (A, O, V) on OVERTIME PAGE

CODE "V" is only for SUNDAYS and HOLIDAYS WORKED

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

One(1) Year Terms at the following percentage of Plumbers Rate:

1st Term	2nd Term	3rd Term	4th Term	5th Term
30%	40%	50%	60%	70%

Supplemental Benefits per hour:

07/01/2009-
04/30/2010

05/01/2010

1st Term	\$ 13.37	\$ 14.62
2nd Term	15.75	16.63
3rd Term	17.11	18.26
4th Term	18.63	19.78
5th Term	20.21	21.36

4-200

Roofer

11/01/2009

JOB DESCRIPTION Roofer

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Rate Per Hour 07/01/2009

Roofer/Waterproofer	\$ 37.50
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SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2009

Roofer/Waterproofer	\$ 25.37
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OVERTIME PAY

Per Hour:

NEW ROOF SEE (B,E,Q)

RE-ROOF SEE (B,E,E2,Q)

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

(1) Year terms at the following percentage of Roofers/Waterproofers Wage

1st	2nd	3rd	4th
40%	50%	70%	80%

Supplemental Benefits per hour:

1st Term	\$ 2.00
2nd Term	6.33
3rd Term	14.67
4th Term	19.96

4-154

Sheetmetal Worker

11/01/2009

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2009

Sheetmetal Worker \$ 45.40

For Temporary Operation or
Maintenance of Fans is 80% of Above Wage Rate

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2009

Sheetmetal Worker \$ 35.18

OVERTIME PAY

See (A, O) on OVERTIME PAGE

For Fan Maintenance See Codes B & O

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Per Hour:

(1/2) Year Terms at the following percentage of journeyman's hourly wage:

1st	2nd	3rd	4th
30%	35%	40%	45%
5th	6th	7th	8th
50%	55%	60%	70%

Supplemental Benefits per hour:

1st Term	\$ 14.56
2nd Term	16.32
3rd Term	17.92
4th Term	19.50
5th Term	21.07
6th Term	22.53
7th Term	24.44
8th Term	28.13

4-28

Sheetmetal Worker**11/01/2009**

JOB DESCRIPTION Sheetmetal Worker**DISTRICT** 9**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per Hour: 07/01/2009

SIGN ERECTOR \$39.70

*NOTE: Overhead Highway Signs and Structurally Supported Signs
(See IRON WORKER CLASS)

SUPPLEMENTAL BENEFITS

PER HOUR 07/01/2009

\$26.27

OVERTIME PAY

See (A, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 12, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour: 07/01/2009

Half (1/2) year terms at the following rate(s):

1st	2nd	3rd	4th	5th
35%	40%	45%	50%	55%
6th	7th	8th	9th	10th
60%	65%	70%	75%	80%

Supplemental Benefits per hour paid:

Half (1/2) year terms at the following dollar amount

07/01/2009

1st	\$7.21
2nd	\$8.17
3rd	\$9.14
4th	\$10.10
5th	\$13.58
6th	\$15.41
7th	\$16.65
8th	\$17.92
9th	\$19.59
10th	\$21.19

9-137-SE

Steamfitter**11/01/2009**

JOB DESCRIPTION Steamfitter**DISTRICT** 9**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour	07/01/2009- 12/29/2009	12/30/2009
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Steam Fitter	\$ 48.90	*Additional \$ 2.50/Hr
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Sprinkler Fitter	48.90	*Additional \$ 2.50/Hr
For Work on Temporary Heat & Air Conditioning	\$ 37.16	*Additional \$ 2.50/Hr

*Increase to be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour

Steamfitter	\$ 41.56
Sprinkler Fitter	41.56

(For Work on Temporary
Heat & Air conditioning). \$ 33.47

OVERTIME PAY

See (C, *D, O, V) on OVERTIME PAGE

(*D) ON ALL HVAC AND MECHANICAL CONTRACTS THAT DO NOT EXCEED \$15,000,000.00

and ON ALL FIRE PROTECTION/SPRINKLER CONTRACTS THAT DO NOT EXCEED \$ 1,500,00.00

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour worked:

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

Apprentices:	1st	2nd	3rd	4th	5th
	40%	50%	65%	80%	85%

Supplemental Benefits:

(1) year term at the following dollar amounts:

Apprentices:	1st	2nd	3rd	4th	5th
07/01/2009	\$17.17	\$21.24	\$27.34	\$33.43	\$35.47

9-638A-StmSpFtr

Steamfitter

11/01/2009

JOB DESCRIPTION Steamfitter

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2009-
12/31/2009 01/01/2010

Steamfitter/Maintenance & AC Service Work	\$ 34.55	*Additional \$ 1.00/Hr.
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Refrigeration, A/C, Oil Burner and Stoker Service and Repair.
Refrigeration Compressor installation up to 5hp (combined).
Air Condition / Heating Compressor installation up to 10hp (combined).

*Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS

Per Hour

Steamfitter/Maintenance & \$ 10.52
AC Service Work

OVERTIME PAY

OVERTIME:.....See (B, E, Q*, S**) on OVERTIME PAGE.

HOLIDAY

HOLIDAY:

Paid:.....See (2, 6, 9, 10, 11, 15, 17, 26, Memorial Day) on HOLIDAY PAGE.

Overtime:..... * (2, 6, 9, 15, 17)

** (10, 11, 26, Memorial Day)

9-638B-StmFtrRef

Survey Crew Consulting

11/01/2009

JOB DESCRIPTION Survey Crew Consulting

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES

Dutchess: Only the portion south of the north city line in Poughkeepsie.

WAGES

Feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer agreement.

Categories cover GPS & underground surveying.

WAGES: (per hour)

07/01/2009

Survey Rates:

Party Chief.....	\$ 33.70
Instrument Man..	\$ 28.38
Rodman.....	\$ 25.02

SUPPLEMENTAL BENEFITS

Per Hour

All Crew Members: \$ 11.70

OVERTIME PAY

OVERTIME:..... See (B, E*, Q, V) ON OVERTIME PAGE.

*Doubletime paid on the 9th hour on Saturday.

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

9-15dconsult

Teamster - Asphalt Delivery

11/01/2009

JOB DESCRIPTION Teamster - Asphalt Delivery

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2009

Heavy Construction Work:

Shall include the supply of Asphalt for construction, improvement and modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools, Power Generation Plants.

"TRUCK DRIVER"

Asphalt Delivery \$ 33.90

Light Construction Work:

Shall include the supply of Asphalt for construction of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots, Office Buildings.

"TRUCK DRIVER"

Asphalt Delivery \$ 20.00

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2009

"Heavy Construction Work"

"TRUCK DRIVER"

Asphalt Delivery \$ 30.87

"Light Construction Work"

"TRUCK DRIVER"

Asphalt Delivery \$ 13.75

OVERTIME PAY

See (B, *B2, E, **I, P, ***R, ****U) on OVERTIME PAGE

(NOTE) PREMIUM PAY of 25% on straight time hours for New York State D.O.T. and or other GOVERNMENTAL MANDATED off shift work.

NOTE: (B,E,P,T&*U) Apply to Heavy Construction.

NOTE: (B2,I,T&*U) Apply to Light Construction.

NOTE: (*U) Only applies after 8 hours worked on holiday.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

NOTE: (*16) Paid at Double if Worked. (**25) Paid at Double if Worked.

4-282 AD

Teamster - Building

11/01/2009

JOB DESCRIPTION Teamster - Building

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2009- 06/30/2010	07/01/2010
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Truck Driver (Building Demolition & Debris)

Trailers	\$ 28.85	\$ 29.85
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Straight Jobs	28.55	29.55
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SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2009- 06/30/2010	07/01/2010
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All Classifications	\$ 23.15	\$ 24.35
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OVERTIME PAY

See (B, L, S, S1) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 7, 8, 11, 12, 26) on HOLIDAY PAGE

4-282

Teamster - Delivery of Concrete

11/01/2009

JOB DESCRIPTION Teamster - Delivery of Concrete

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:	07/01/2009
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Heavy Construction Work:

Shall Include the supply of Ready-Mix Concrete for construction, improvment and modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools & Power Generation Plants

"TRUCK DRIVER"

Concrete Delivery \$ 35.51

Light Construction Work:

Shall include the supply of Ready-Mix Concrete for construction of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots and Office Buildings.

"TRUCK DRIVER"

Concrete Delivery \$ 23.00

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2009

"Heavy Construction Work"

Concrete Delivery \$ 28.45

"Light Construction Work"

Concrete Delivery \$ 14.50

OVERTIME PAY

See (B, E, *I, P) on OVERTIME PAGE

NOTE: (B,E & P) Apply only to Heavy Construction Work.

(*I) Applies only to Light Construction Work.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

NOTE: (*16) Paid at Double if Worked. (**25) Paid at Double if Worked.

4-282ns

Teamster - Heavy&Highway

11/01/2009

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2009- 07/01/2010
06/30/2010

Truck Driver/Chauffer (Debris Removal)

Trailers \$ 28.85 \$ 29.85

Straight Jobs \$ 28.55 \$ 29.55

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2009- 07/01/2010
06/30/2010

All Classifications \$ 23.15 \$ 24.35

OVERTIME PAY

See (B, L, S, S1) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 7, 8, 11, 12, 26) on HOLIDAY PAGE

4-282

Teamster - Heavy&Highway

11/01/2009

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2009

Heavy Construction Work:

Shall include the construction, improvement or modification of all or any part of streets, highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools, Power Generation Plants.

Site Excavating
(Chauffeurs)

\$ 33.90

Light Construction Work:

Shall include the construction, improvment and modification of Single & Multi Family Homes, Town Houses, Apartment Buildings, including driveways, Streets and Curbs within those projects. Parking Lots and Office Buildings.

Site Excavating
(Chauffeurs)

\$ 20.00

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2009

Heavy Construction Work

Chauffeurs

\$ 30.87

Light Construction Work

Chauffers

\$ 13.75

OVERTIME PAY

See (B, *B2, E, **I, P, ***R, ****U) on OVERTIME PAGE

(NOTE) PREMIUM PAY of 25% on straight time hours for NEW YORK STATE D.O.T. and or other GOVERNMENTAL MANDATED off shift work.

NOTE: (B,E,P,T & *U) Apply to Heavy Construction.

NOTE: (B2,I,T & *U) Apply to Light Construction.

NOTE: (*U) Only applies after 8 hours work on holiday

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

NOTE:(*16) Paid at Double if Worked. (**25) Paid at Double if Worked.

4-282

Welder

11/01/2009

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 07/01/2009

Welder (To be paid the same rate of the mechanic performing the work)

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.

- (A) Time and one half of the hourly rate after 7 hours per day
- (AA) Time and one half of the hourly rate after 7 and one half 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
- (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
- (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
- (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
- (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, if worked
- (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, if worked

- (U) Four times the hourly rate for Holidays, if worked
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.

NOTE: BENEFITS are PER HOUR WORKED, for each hour worked, unless otherwise noted

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



**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

NOTE: The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = NYS Dept. of Labor; NYC = New York City Comptroller's Office; AG = NYS Attorney General's Office; DA = County District Attorney's Office.

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

<https://dbr.labor.state.ny.us/EDList/searchPage.do>

NYSDOL Bureau of Public Work Debarment List 11/12/2009

AGENCY	Fiscal Officer	SSN/FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	AG	*****1355	4-A GENERAL CONSTRUCTION CORP.		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL	*****3983	A & D CONTRACTING CORP.		15 PINE AIRE DRIVE BAY SHORE NY 11706	08/01/2005	08/01/2010
DOL	DOL	*****7478	A & T GENERAL CONSTRUCTION INC.		3 ALAN B SHEPARD PLACE YONKERS NY 10705	12/11/2006	12/11/2011
DOL	NYC	*****5804	AAR CO ELECTRIC INC		5902 AVENUE N BROOKLYN NY 11234	03/20/2009	03/20/2014
DOL	DOL	*****0635	ABOVE ALL PUMP REPAIR CORP		360 KNICKERBOCKER AVENUE BATAVIA NY 11716	10/20/2008	10/20/2013
DOL	NYC	*****8758	ACC CONSTRUCTION CORP.		6 EAST 32ND ST - 7TH FL NEW YORK NY 10016	05/25/2006	05/25/2011
DOL	NYC	*****5022	ACE DRYWALL SYSTEMS INC.		194 ASHLAND PLACE BROOKLYN NY 11217	03/06/2008	03/06/2013
DOL	AG	*****8219	ACTIVE CABLING INC		C/O FRANK DECAPITE 7 SYCAMORE ROAD DRWOODBURY NY 11797	10/02/2008	10/01/2013
DOL	DOL	*****3012	ADAM DECKMAN	DECKMAN PAINTING	154 POND VIEW PARKWAY ROCHESTER NY 14612	04/16/2007	04/16/2012
DOL	DOL	*****5116	ALJAA CONSTRUCTION CORPORATION		3755 SENECA STREET WEST SENECA NY 14403	12/14/2005	12/14/2010
DOL	DOL		ALL TOWNS MECHANICAL	BARRY MORRIS	18 EAST SUNRISE HIGHWAY FREEPORT NY 11758	01/21/2008	01/21/2013
DOL	DOL	*****3101	ALLSTATE CONCRETE CUTTING, INC.		635 MIDLAND AVENUE GARFIELD NJ 07026	07/09/2007	07/09/2012
DOL	DOL	*****5918	AMERICAN WEATHERTITE, INC.		PO BOX 208 CLIFTON NJ 07110	03/28/2005	03/28/2010
DOL	DOL	*****8291	AMIR'S VISION INC		230 PRATT STREET BUFFALO NY 14204	09/17/2008	09/17/2013
DOL	AG		AMODIO RUSSO		14 BRAYRON ROAD CARMEL NY 10512	06/01/2005	06/01/2010
DOL	AG		ANASTASIA ANTHOULIS	AKA STACEY GOUZOS	131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL	*****0860	ANDREA STEVENS	STEVENS TRUCKING	2458 EAST RIVER ROAD CORTLAND NY 13045	01/23/2008	01/23/2013
DOL	AG		ANDRES ALVAREZ		372 NORTH MAIN STREET LODI NJ 07644	12/24/2004	12/24/2009
DOL	DOL		ANNE M DIPIZIO		217 STRASMER ROAD DEPEW NY 14043	12/14/2005	12/14/2010
DOL	DOL		ANTHONY T RINALDI		C/O CRAIN CONSTRUCTION CO KINDERHAMACK RDKACKENSACK NY 07061	10/02/2008	10/02/2013
DOL	DOL		ANTHONY TAORMINA		215 MCCORMICK DRIVE BOHEMIA NY 11716	05/20/2009	05/20/2014
DOL	AG	*****7327	ANTHOS CONTRACTING CORP		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL	*****2725	ARAGONA CONSTRUCTION CORP		5755 NEWHOUSE ROAD EAST AMHERST NY 14051	10/10/2007	10/10/2012
DOL	DOL	*****8688	ARC MECHANICAL CORP		215 MCCORMICK DRIVE BOHEMIA NY 11716	05/20/2009	05/20/2014
DOL	DOL	*****8482	ARGO CONTRACTING CORP		5752 WEST WEBB ROAD YOUNGSTOWN OH 44515	05/21/2008	05/21/2013
DOL	NYC	*****5804	ARIE BAR	C/O AAR CO ELECTRIC INC	5902 AVENUE N BROOKLYN NY 11234	03/20/2009	03/20/2014
DOL	DOL		ARTHUR C OSUORAH		PO BOX 1295 BUFFALO NY 14215	02/15/2008	02/15/2013
DOL	DOL	*****8027	ARTHUR DESIGN ENGINEERS & ASSOCIATES		PO BOX 1295 BUFFALO NY 14215	02/15/2008	02/15/2013
DOL	DOL	*****2993	AST DRYWALL & ACOUSTICS INC		46 JOHN STREET - STE 711 NEW YORK NY 10038	12/16/2008	12/16/2013
DOL	DA	*****5761	AZTEC PLUMBING & HEATING CORP		153 BAYWOODS LANE BAY SHORE NY 11706	03/19/2007	03/19/2012
DOL	DOL	*****3559	B & Z DEVELOPMENT INC	BEN-ZVY ENTERPRISES INC	19 WEST STREET SPRING VALLEY NY 10977	02/22/2005	02/22/2010
DOL	DOL	*****7828	BALLAGH GENERAL CONTRACTING INC		250 KNEELAND AVENUE YONKERS NY 10705	07/09/2007	07/09/2012
DOL	DOL		BEATRICE ORTEGA		764 BRADY AVE - APT 631 BRONX NY 10462	05/21/2008	05/21/2013
DOL	DOL	*****3559	BEN-ZVY ENTERPRISES INC.		19 WEST STREET SPRING VALLEY NY 10977	02/22/2005	02/22/2010
DOL	DOL		BERNADETTE GORMALLY		250 KNEELAND AVENUE YONKERS NY 10705	07/09/2007	07/09/2012

NYS DOL Bureau of Public Work Debarment List 11/12/2009

DOL	NYC		BERNARD COHNEN		193 HARWOOD PLACE PARAMUS NJ 07652	05/14/2008	05/14/2013
DOL	DOL	*****5455	BEST OF FRIENDS OF SCHENECTADY CONSTR CO		425 HAMILTON STREET SCHENECTADY NY 12305	01/24/2006	01/24/2011
DOL	DOL	*****9890	BETTY JOE FRAZIER	NOBLE CONSTRUCTI ON GROUP	23960 WHITE ROAD WATERTOWN NY 13601	02/14/2008	02/14/2013
DOL	DOL	*****0818	BLASTEC INC	MILLER SANDBLASTIN G & PAINTING	121 LINCOLN AVENUE ROCHESTER NY 14611	02/21/2008	02/21/2013
DOL	DOL	*****8501	BLOCKHEAD CONCRETE & PAVING INC		P O BOX 71 CHEEKTOWAGA NY 14225	09/03/2008	09/03/2013
DOL	DOL	*****4311	C & F SHEET METAL CORP		201 RICHARDS STREET BROOKLYN NY 11231	02/25/2009	02/24/2014
DOL	DOL	*****0289	C J H INC		22 BLACK HAWK ROAD PINE BUSH NY 12566	06/10/2005	06/10/2010
DOL	DOL	*****9286	CALI BROTHERS INC		1223 PARK STREET PEEKSKILL NY 10566	09/12/2007	09/12/2012
DOL	NYC	*****4437	CAPPRY CONTRACTING MGMT. CORP		1081 CONEY ISLAND AVENUE BROOKLYN NY 11230	02/09/2006	02/09/2011
DOL	DOL	*****9721	CATENARY CONSTRUCTION CORP		112 HUDSON AVENUE ROCHESTER NY 14605	02/14/2006	02/14/2011
DOL	DOL		CHARLES MARANGOUDAKIS		25 WOODHILL LANE MANHASSET NY 11030	08/16/2005	08/16/2010
DOL	DOL		CHARLES MURDOUGH		203 KELLY DRIVE EAST AURORA NY 14052	03/26/2008	03/26/2013
DOL	DOL		CHESTER A BEDELL		1233 WALT WHITMAN ROAD MELVILLE NY 11747	04/29/2008	04/29/2013
DOL	DOL		CHRISTINA J HOEK		22 BLACK HAWK ROAD PINE BUSH NY 12566	06/10/2005	06/10/2010
DOL	DOL		CHRISTOPHER NICHOLSON		91 NEWMAN PLACE BUFFALO NY 14210	10/19/2006	10/19/2011
DOL	DOL	*****5329	CNY MECHANICAL ASSOCIATES INC		P O BOX 250 EAST SYRACUSE NY 13057	11/06/2008	11/06/2013
DOL	AG	*****7344	COLUMBUS GENERAL CONSTRUCTION INC		914 NEWKIRK AVENUE BROOKLYN NY 11230	12/16/2004	12/16/2009
DOL	DOL	*****6866	COMMERCIAL SYSTEM CONSTRUCTION		91 NEWMAN PLACE BUFFALO NY 14210	10/19/2006	10/19/2011
DOL	AG	*****0033	CORINTHIAN CONSTRUCTION CO INC		372 NORTH MAIN STREET LODI NJ 07644	12/24/2004	12/24/2009
DOL	DOL	*****7794	CRAIN CONSTRUCTION COMPANY INC		ONE KINDERHAMACK ROAD HACKENSACK NJ 07061	10/02/2008	10/02/2013
DOL	DOL		CRAIN CONSTRUCTION OF NEW JERSEY		ONE KINDERHAMACK ROAD HACKENSACK NJ 07061	10/02/2008	10/02/2013
DOL	DOL		CRAIN CONSTRUCTION OF NEW YORK INC		C/O CRAIN CONSTRUCTION CO ONE KINDERHAMACK ROADHACKENSACK NJ 07061	10/02/2008	10/02/2013
DOL	DOL		CRAIN CONTRACTING COMPANY		ONE KINDERHAMACK ROAD HACKENSACK NJ 07061	10/02/2008	10/02/2013
DOL	NYC	*****8777	CROSSLAND ELECTRICAL SYSTEMS INC		846 EAST 52ND STREET BROOKLYN NY 11203	12/19/2008	12/29/2013
DOL	DOL	*****0115	CROW AND SUTTON ASSOCIATES INC		949 GROVESIDE ROAD BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL	*****4266	CRYSTAL INTERIOR CONTRACTING INC		922 CRESCENT STREET BROOKLYN NY 11208	05/21/2008	05/21/2013
DOL	DOL	*****1804	CUSTOM GARDEN LANDSCAPING INC		283 NORTH MIDDLETOWN ROAD PEARL RIVER NY 10965	09/28/2009	09/28/2014
DOL	DOL	*****6339	D J FLOORS INC		9276 VIA CIMATO DRIVE CLARENCE CENTER NY 14032	08/29/2007	08/29/2012
DOL	DOL		D JAMES SUTTON		949 GROVESIDE ROAD BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL		DARREN MAYDWELL		115 LEWIS STREET YONKERS NY 10703	05/12/2009	05/12/2014
DOL	DOL		DEANNA J REED		5900 MUD MILL RD-BOX 949 BREWERTON NY 13029	09/02/2008	09/02/2013
DOL	DOL	*****3012	DECKMAN PAINTING		154 POND VIEW PARKWAY ROCHESTER NY 14612	04/16/2007	04/16/2012
DOL	DOL	*****6971	DELPHI PAINTING AND DECORATING INC		1445 COMMERCE AVENUE BRONX NY 10461	10/09/2007	10/09/2012
DOL	DOL		DESMOND CHARLES		922 CRESCENT STREET BROOKLYN NY 11208	05/21/2008	05/21/2013
DOL	DOL	*****7157	DG PIPELINE INC		312 HALSEYVILLE ROAD ITHACA NY 14850	09/06/2006	09/06/2011
DOL	DOL	*****3218	DIAMOND "D" CONSTRUCTION CORP		5270 TRANSIT ROAD DEPEW NY 14043	12/14/2005	12/14/2010

NYSDOL Bureau of Public Work Debarment List 11/12/2009

DOL	DOL		DIMITEIUS KASSIMIS		152-65 11TH AVENUE WHITESTONE NY 11357	05/22/2008	05/22/2013
DOL	DOL	*****3364	DJH MECHANICAL ASSOCIATES LTD		155 KINGSBRIDGE ROAD EAST MOUNT VERNON NY 10552	02/01/2006	02/01/2011
DOL	DOL	*****5881	DON ADAMS ROOFING INC		472 COMMERCE STREET HAWTHORNE NY 10532	12/07/2005	12/07/2010
DOL	DOL		DONALD SCHWENDLER		9276 VIA CIMATO DRIVE CLARENCE CENTER NY 14032	08/29/2007	08/29/2012
DOL	DOL	*****6148	DOT CONSTRUCTION OF NY INC		765 BRADY AVE - APT 631 BRONX NY 10462	05/21/2008	05/21/2013
DOL	DOL		DOUGLAS MCEWEN		121 LINCOLN AVENUE ROCHESTER NY 14611	02/21/2008	02/21/2013
DOL	DOL		DOUGLAS S GRIFFEN		312 HALSEYVILLE ROAD ITHACA NY 14850	09/06/2006	09/06/2011
DOL	DOL		EDWARD SUBEH		1 CHELSEA COURT ATLANTIC CITY NJ 08401	10/06/2008	10/06/2013
DOL	DOL	*****3554	ELITE BUILDING ENTERPRISES INC		34-08 PARKWAY DRIVE BALDWIN NY 11510	07/01/2008	07/21/2013
DOL	DOL		ELIYHU BENYAMIN		303 TEN EYCK STREET BROOKLYN NY 11206	03/05/2005	03/05/2010
DOL	AG	*****3233	EMEIS & EMEIS GENERAL CONTRACTING CORP		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL		EREZ BEN-ZVY		19 WEST STREET SPRING VALLEY NY 10977	02/22/2005	02/22/2010
DOL	DOL		ESCO INSTALLERS LLC		1 CHELSEA COURT ATLANTIC CITY NJ 08401	10/06/2008	10/06/2013
DOL	DOL	*****0329	FAULKS PLUMBING HEATING & AIR CONDITIONING INC		3 UPTON STREET HILTON NY 14468	06/10/2008	06/10/2013
DOL	DOL		FERNANDO GOMEZ		201 RICHARDS STREET BROOKLYN NY 11231	02/25/2009	02/25/2014
DOL	DOL	*****0768	FISHER CONCRETE INC		741 WELSH ROAD JAVA CENTER NY 14082	04/08/2009	04/08/2014
DOL	NYC	*****2505	FLORENCE XVI CENTURY MARBLE INC		120 GLEN HEAD ROAD GLEN HEAD NY 11545	08/03/2005	08/03/2010
DOL	DOL	*****7975	FORD CONSTRUCTION INC		18-18 26TH STREET ASTORIA NY 11102	07/18/2005	07/18/2010
DOL	DOL		FORD MASONRY		18-18 26TH STREET ASTORIA NY 11102	07/18/2005	07/18/2010
DOL	DOL	*****0115	FOXCROFT NURSERIES INC		949 GROVESIDE ROAD BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL		FRANCIS (FRANK) OSCIER		3677 SENECA STREET WEST SENECA NY 14224	09/03/2008	09/03/2013
DOL	NYC		FRANK (FRANCIS) OSCIER		3677 SENECA STREET WEST SENECA NY 14224	09/03/2008	09/03/2013
DOL	NYC		FRANK BAKER		24 EDNA DRIVE SYOSSET NY 11791	05/14/2008	05/14/2013
DOL	DOL		FRANK J MERCANDO	C/O MERCANDO CONTRACTIN G CO INC	134 MURRAY AVENUE YONKERS NY 10704	11/22/2008	11/22/2013
DOL	DOL	*****0128	FRANK J TUCEK & SON INC		92 NORTH ROUTE 9W CONGERS NY 10920	01/29/2007	01/29/2012
DOL	DOL		FRANK LOBENE JR		13 CHEVIOT LANE ROCHESTER NY 14624	10/18/2005	10/18/2010
DOL	DOL	*****9832	G A FALCONE CONSTRUCTION INC		253 COMMONWEALTH AVENUE BUFFALO NY 14216	08/07/2007	08/07/2012
DOL	DOL	*****7088	GBA CONTRACTING CORP		4015 21ST AVENUE ASTORIA NY 11105	01/11/2008	01/11/2013
DOL	AG		GEORGE BEGAKIS		57-16 157TH STREET FLUSHING NY 11355	10/04/2006	10/04/2011
DOL	NYC		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	AG		GERARD IPPOLITO		563 MUNCEY ROAD WEST ISLIP NY 11795	07/14/2008	07/14/2013
DOL	AG		GERASIMO ANDRIANIS		22-15 47TH STREET ASTORIA NY 11105	08/03/2006	08/03/2011
DOL	DOL		GREG SURACI		364 BLEAKER ROAD ROCHESTER NY 14609	10/25/2007	10/25/2012
DOL	DOL		GRIOGORIOS BELLOS		4015 21ST AVENUE ASTORIA NY 11105	01/11/2008	01/11/2013
DOL	DOL	*****8904	HALLOCKS CONSTRUCTION CORP	P O BOX 278	YORKTOWN HEIGHTS NY 10598	12/01/2008	12/01/2013

NYSDOL Bureau of Public Work Debarment List 11/12/2009

DOL	DOL		HARALAMBOS KARAS		80-12 ASTORIA BOULEVARD EAST ELMHURST NY 11370	11/22/2008	10/22/2013
DOL	DOL	*****0080	HI-AMP ELECTRICAL CONTRACTING CORP		265-12 HILLSIDE AVENUE FLORAL PARK NY 11004	02/15/2008	02/15/2013
DOL	AG	*****1841	HOWARD K ENTERPRISE INC		219-02 NORTHERN BOULEVARD FLUSHING NY 11361	04/14/2005	04/14/2010
DOL	AG		HOWARD KIM		75 WEST EDSALL BOULEVARD PALISADES PARK NJ	04/14/2005	04/14/2010
DOL	DOL	*****6429	IDM ENTERPRISES INC		60 OUTWATER LANE GARFIELD NJ 07026	05/09/2009	05/09/2014
DOL	DOL	*****6293	IMPRESSIVE CONCRETE CORP		264A SUBURBAN AVENUE DEER PARK NY 11729	12/18/2007	12/18/2012
DOL	DOL	*****8898	IN-TECH CONSTRUCTION INC		8346 BREWERTON ROAD CICERO NY 13039	07/06/2007	07/06/2012
DOL	NYC	*****7728	INTEGRITY CONSTRUCTION & CONSULTING SERVS		7615 MYRTLE AVENUE GLENDALE NY 11385	02/15/2007	02/15/2012
DOL	DOL	*****0488	INTERWORKS SYSTEMS, INC.		1233 WALT WHITMAN ROAD MELVILLE NY 11747	04/29/2008	04/29/2013
DOL	DOL		IVAN D MARKOVSKI		60 OUTWATER LANE GARFIELD NJ 07026	05/09/2009	05/09/2014
DOL	DOL		IVAN TORRES		11 PLYMOUTH ROAD DIX HILLS NY 11746	02/15/2008	02/15/2013
DOL	AG	*****0663	J B C CONTRACTING CO., INC.		346 PROSPECT AVE- 1ST FL BROOKLYN NY 11215	03/23/2005	03/23/2010
DOL	AG	*****0280	J B C CONTRACTING COMPANY		346 PROSPECT AVE. - 1ST F BROOKLYN NY 11215	03/23/2005	03/23/2010
DOL	DOL	*****4003	J BARR CONSTRUCTION CORP		119-51 METROPOLITAN AVE BROOKLYN NY 11415	12/14/2004	12/14/2009
DOL	DOL	*****7357	J C MCCASHION CONSTRUCTION INC		84 FREDERICK AVENUE ALBANY NY 12205	04/13/2006	04/13/2011
DOL	AG	*****1562	JANS GENERAL CONSTRUCTION CORP.		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL		JASON ASBURY		22562 SEA BASS DRIVE BOCA RATON FL 33428	10/10/2007	10/10/2012
DOL	DOL		JAY MEYER		239 MARSH DRIVE DEWITT NY 13214	02/20/2007	02/20/2012
DOL	DOL		JEANETTE CALICCHIA		1223 PARK STREET PEEKSKILL NY 10566	09/12/2007	09/12/2012
DOL	DOL		JOHN B DUGAN		121 LINCOLN AVENUE ROCHESTER NY 14611	02/21/2008	02/21/2013
DOL	DA		JOHN BIAS		153 BAYWOODS LANE BAY SHORE NY 11706	03/19/2007	03/19/2012
DOL	AG		JOHN BRADFORD		6614 FURNACE ROAD ONTARIO NY 14519	12/22/2004	12/22/2009
DOL	DOL		JOHN BUONADONNA		283 NORTH MIDDLETOWN ROAD PEARL RIVER NY 10965	09/28/2009	09/28/2014
DOL	NYC		JOHN C MCCASHION		84 FREDERICK AVENUE ALBANY NY 12205	04/13/2006	04/13/2011
DOL	NYC		JOHN MARI JR		278 ROBINSON AVENUE NEW YORK NY 10312	04/06/2008	04/06/2013
DOL	NYC		JOHN O'SHEA		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	DOL	*****5970	JOHN PREVETE FRAMING AND JOHN PREVETE FRAMING INC	JOHN PREVETE	320 RIDGE ROAD WEST MILFORD NJ 07480	03/26/2008	03/26/2013
DOL	DOL		JOHN SAN SEVERE		C/O CRAIN CONSTRUCTION CO ONE KINDERHAMACK ROADHACKENSACK NJ 07061	10/02/2008	10/02/2013
DOL	DOL		JOSE DOS SANTOS JR		85-08 60TH AVENUE ELMHURST NY 11373	11/21/2008	11/21/2013
DOL	DOL		JOSEPH CALICCHIA		1223 PARK STREET PEEKSKILL NY 10566	09/12/2007	09/12/2012
DOL	DOL		JOSEPH DIPIZIO		5270 TRANSIT ROAD DEPEW NY 14043	12/14/2005	12/14/2010
DOL	DOL	*****1763	JR RESTORATION & ROOFING INC		152-65 11TH AVENUE WHITESTONE NY 11357	05/22/2008	05/22/2013
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	*****9422	JUNKYARD CONSTRUCTION CORP.		2068 ANTHONY AVENUE BRONX NY 10457	12/26/2007	12/26/2012
DOL	DOL	*****3810	K M MARTELL CONSTRUCTION, INC.		57 CROSS ROAD MIDDLETOWN NY 10940	06/25/2007	06/25/2012
DOL	DOL	*****9993	K M R ENTERPRISES		10 STUFFLE STREET CROPSEYVILLE NY 12052	12/20/2006	12/20/2011

NYSDOL Bureau of Public Work Debarment List 11/12/2009

DOL	DOL	*****8648	K-STAR CONSTRUCTION CORP		42 48 161ST STREET FLUSHING NY 11358	12/11/2006	12/11/2011
DOL	NYC		KAZIMIERZ KONOPSKI		194 ASHLAND PLACE BROOKLYN NY 11217	03/06/2008	03/06/2013
DOL	AG		KEFCAL CONSTRUCTION, INC.		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	NYC	*****4923	KELLY'S SHEET METAL, INC.		1426 ATLANTIC AVENUE BROOKLYN NY 11216	12/28/2007	12/28/2012
DOL	DOL		KEMPTON MCINTOSH		8531 AVENUE B BROOKLYN NY 11236	12/16/2008	12/16/2013
DOL	DOL		KENNETH W. GRIFFIN		101 LILL STREET ROCHESTER NY 14621	05/01/2006	05/01/2011
DOL	DOL		KEVIN MARTELL		57 CROSS ROAD MIDDLETOWN NY 10940	06/25/2007	06/25/2012
DOL	DOL		KING MACHINE	DBA KING MACHINE	11365 CENTER ROAD SHERIDAN NY 14135	04/04/2005	04/04/2010
DOL	AG	*****3318	KOSMAR CONTRACTING CORP.		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL		KRIS CLARKSON		2484 CATON ROAD CORNING NY 14830	06/20/2007	06/20/2012
DOL	DOL	*****3496	L & T PLUMBING CORP.		367 VETERANS MEMORIAL HWY COMMACK NY 11725	01/11/2005	01/11/2010
DOL	DOL	*****5462	LABAR ENTERPRISES OF ROCHESTER, INC.	LABARBERA EXCAVATING INC	2121 EMPIRE BOULEVARD WEBSTER NY 14580	04/18/2005	04/18/2010
DOL	DOL	*****5462	LABARBERA EXCAVATING INC		2121 EMPIRE BOULEVARD WEBSTER NY 14580	04/18/2005	04/18/2010
DOL	NYC	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****9628	LANCET ARCH INC		112 HUDSON AVENUE ROCHESTER NY 14605	02/14/2006	02/14/2011
DOL	DOL		LARRY FRANGOS		5752 WEST WEBB ROAD YOUNGSTOWN OH 44515	05/21/2008	05/21/2013
DOL	DOL	*****0256	LIBERTY PAINTING COMPANY INC		183 LORFIELD DRIVE SNYDER NY 14226	12/08/2005	12/08/2010
DOL	AG	*****5102	LIBERTY TREE SERVICE, INC.		563 MUNCEY ROAD WEST ISLIP NY 11795	07/14/2008	07/14/2013
DOL	DOL	*****6651	LIGHTNING FAST LABOR FORCE SERVICES, INC.		150 NORTH CHESTNUT STREET ROCHESTER NY 14604	05/01/2006	05/01/2011
DOL	DOL	*****4981	LOBENE PAINTING, INC.		13 CHEVIOT LANE ROCHESTER NY 14624	10/18/2005	10/18/2010
DOL	AG	*****4654	LOOK UNDER THE CARPET SERVICES INC		P O BOX 686 BUFFALO NY 14290	12/15/2005	12/15/2010
DOL	DOL	*****5953	LPD CONTRACTING INC		1205 MCBRIDE AVENUE WEST PATTERSON NJ 07424	08/27/2007	08/27/2012
DOL	DOL	*****9875	M & S STRIPING INC		73 INDUSTRIAL PARK BLVD ELMIRA NY 14901	01/10/2007	01/10/2012
DOL	DOL	*****9688	M K PAINTING INC		4157 SEVENTH STREET WYANDOTT MI 48192	05/14/2007	05/14/2012
DOL	AG		MANNS CONTRACTING CORP		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	NYC		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	NYC		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****4543	MARANGOS CONSTRUCTION CORP		59-45 56TH AVENUE MASPETH NY 11378	08/16/2005	08/16/2010
DOL	DOL		MARK LINDSLEY		355 COUNTY ROUTE 8 FULTON NY 13069	08/08/2009	08/14/2014
DOL	DOL	*****7694	MAS-ANN MECHANICAL INC		35 REGENCY OAKS BLVD ROCHESTER NY 14624	07/24/2002	01/04/2010
DOL	DOL		MATTHEW LOBENE		13 CHEVIOT LANE ROCHESTER NY 14624	10/18/2005	10/18/2010
DOL	NYC	*****4132	MCCASHION BROTHERS HOLDING COMPANY LLC		84 FREDERICK AVENUE ALBANY NY 12205	04/13/2006	04/13/2011
DOL	DOL		MCS PAINTING CONTRACTORS, INC.		LIME KILN COURT STONY POINT NY 10980	01/25/2006	01/25/2011
DOL	DOL	*****0241	MERIT FENCE CO INC		130 OLD ROUTE 6 CARMEL NY 10512	08/06/2003	02/02/2012
DOL	AG	*****1515	MGC RESTORATION SERVICES, INC.		64-58 218TH STREET BAYSIDE NY 11364	01/01/2005	01/01/2010
DOL	AG		MICHAEL CAPOUS		64-58 218 STREET BAYSIDE NY 11364	01/01/2005	01/01/2010

NYSDOL Bureau of Public Work Debarment List 11/12/2009

DOL	DOL		MICHAEL L. KRIVITZA	NORTHEAST TECHNOLOGIES	105 PINE STREET - APT 2 EAST ROCHESTER NY 14445	05/14/2007	05/14/2012
DOL	DOL		MICHAEL STEVENS	STEVENS TRUCKING	2458 EAST RIVER ROAD CORTLAND NY 13045	01/23/2008	01/23/2013
DOL	DOL	*****0860	MICHAEL STEVENS	STEVENS TRUCKING	2458 EAST RIVER ROAD CORTLAND NY 13045	01/23/2008	01/23/2013
DOL	DOL		MICHAEL TAYLOR		66 RYBKA ROAD STUYVESANT FALLS NY 12174	03/02/2007	03/02/2012
DOL	DOL	*****0818	MILLER SANDBLASTING AND PAINTING		121 LINCOLN AVENUE ROCHESTER NY 14611	02/21/2008	02/21/2013
DOL	DOL	*****4435	MODERN TECH DESIGN & SERVICES INC		9151 SOUTHWESTERN BLVD ANGOLA NY 14006	01/19/2006	01/19/2011
DOL	AG		MOHAMMED A. RASHID		914 NEWKIRK AVENUE BROOKLYN NY 11230	12/16/2004	12/16/2009
DOL	DOL		MOHAMMED ALI ALVI		22-41 26TH STREET APT. 2ASTORIA NY 11102	07/18/2005	07/18/2010
DOL	AG		MOHAMMED H. KABIR		200 EAST 77TH STREET BROOKLYN NY 11218	03/23/2005	03/23/2010
DOL	DOL	*****6616	MUIR CONTRACTORS ASSOCIATES INC		75 ARGYLE AVE - SUITE 2B UNIONDALE NY 11553	08/18/2005	08/18/2010
DOL	DOL	*****2251	MURDOUGH DEVELOPMENT CO., INC.		203 KELLY DRIVE EAST AURORA NY 14052	03/26/2008	03/26/2013
DOL	DOL		N F K ENTERPRISES		22 BLACK HAWK ROAD PINE BUSH NY 12566	06/10/2005	06/10/2010
DOL	DOL	*****3310	N F K EXCAVATING AND CONSTRUCTION INC		22 BLACK HAWK ROAD PINE BUSH NY 12566	06/10/2005	06/10/2010
DOL	DOL	*****7371	N F K LANDSCAPING SUPPLY CORP		22 BLACK HAWK ROAD PINE BUSH NY 12566	06/10/2005	06/10/2010
DOL	DOL	*****2213	NEUSS CONSTRUCTION, INC.		1191 ROUTE 9W - SUITE #C6 MARLBORO NY 12542	09/06/2006	09/06/2011
DOL	DOL		NICK NITIS		3 ALAN B SHEPARD PLACE YONKERS NY 10705	12/11/2006	12/11/2011
DOL	DOL	*****9890	NOBLE CONSTRUCTION		23960 WHITE ROAD WATERTOWN NY 13601	02/14/2008	02/14/2013
DOL	DOL	*****7771	NORTHEAST TECHNOLOGIES		105 PINE STREET APT. 2 EAST ROCHESTER NY 14445	05/14/2007	05/14/2012
DOL	DOL	*****1833	NORTHEASTERN SUPREME FLOOR CO.,INC		66 BENEDICT STREET CASTLETON NY 12033	03/02/2007	03/02/2012
DOL	DOL	*****7041	NYCOM SERVICES CORP		80-12 ASTORIA BOULEVARD EAST ELMHURST NY 11370	11/22/2008	11/22/2013
DOL	DOL	*****0797	O GLOBO CONSTRUCTION CORP		85-06 60TH AVENUE ELMHURST NY 11373	11/21/2008	11/21/2013
DOL	AG	*****1641	OLYMPIA MECHANICAL PIPING & HEATING, INC.		3624 12TH AVENUE BROOKLYN NY 11218	08/18/2005	08/18/2010
DOL	DOL	*****1803	OMNI CONTRACTING COMPANY, INC.		3 ALAN B. SHEPARD PLACE YONKERS NY 10705	12/11/2006	12/11/2011
DOL	NYC	*****3855	OT & T INC		36-28 23RD STREET LONG ISLAND CITY NY 11106	01/15/2008	05/14/2013
DOL	AG	*****5133	P&T IRON WORKS		59 PLAIN AVENUE NEW ROCHELLE NY 10801	06/01/2005	06/01/2010
DOL	NYC	*****9833	PARADISE CONSTRUCTION CORP		6814 8TH AVENUE BROOKLYN NY 11220	12/03/2007	12/03/2012
DOL	DOL	*****3039	PARAGON PLATE GLASS, INC.		210 FACTORY STREET WATERTOWN NY 13601	11/07/2006	11/07/2011
DOL	DOL		PATRICK BURNS		19 E. CAYUGA STREET OSWEGO NY 13126	05/15/2008	05/15/2013
DOL	DOL		PATRICK SHAUGHNESSY		88 REDWOOD DRIVE ROCHESTER NY 14617	05/16/2008	05/16/2013
DOL	DOL		PERRY JACOBS		736 SHERMAN DRIVE BOX 8015UTICA NY 13505	12/04/2005	12/04/2010
DOL	AG		PETER GOUZOS		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL	*****6164	PETTIT & PETTIT INC		7 SCHUYLER STREET BELMONT NY 14813	03/21/2005	03/21/2010
DOL	DOL	*****5419	PINE VALLEY LANDSCAPE CORP		RR 1, BOX 285-B BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL		PRECISION DEVELOPMENT CORP		115 LEWIS STREET YONKERS NY 10703	05/12/2009	05/12/2014
DOL	DOL	*****9167	PRECISION SITE WORK, INC.		736 SHERMAN DRIVE BOX 8015UTICA NY 13505	12/04/2005	12/04/2010
DOL	DOL	*****9359	PRECISION STEEL ERECTORS INC		P O BOX 949 BREWERTON NY 13029	09/02/2008	09/02/2013
DOL	DOL	*****2326	PUTMAN CONSTRUCTION COMPANY OF WESTERN NY		29 PHYLLIS AVENUE BUFFALO NY 14215	09/03/2008	09/03/2013

NYSDOL Bureau of Public Work Debarment List 11/12/2009

DOL	DOL	*****7438	R & H COMMERCIAL FLOORING, INC.		102 WILLOW AVENUE WATKINS GLEN NY 14891	06/20/2007	06/20/2012
DOL	DOL	*****1596	R & T SUPREME SPORTS FLOORING, LLC		66 RYBKA ROAD STUYVESANT FALLS NY 12174	03/02/2007	03/02/2012
DOL	DA	*****0358	R & W FACILITY CARE SYSTEMS INC		485 ATLANTIC AVENUE BROOKLYN NY 11217	11/22/2005	11/22/2010
DOL	DOL	*****1629	R S CONSTRUCTION COMPANY LLC		571 MILES SQUARE ROAD YONKERS NY 10701	04/04/2007	04/04/2012
DOL	AG	*****2626	RAINBOW RENOVATIONS, INC.		35-44 CRESCENT STREET LONG ISLAND CITY NY 11106	08/03/2006	08/03/2011
DOL	DOL	*****7294	REDWOOD FLOORING, INC.		88 REDWOOD DRIVE ROCHESTER NY 14617	05/16/2008	05/16/2013
DOL	DOL		ROBBYE BISSEAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT DEMONTE		367 VETERANS MEMORIAL HWY COMMACK NY 11725	01/10/2005	01/10/2010
DOL	DOL		ROBERT DIMARSICO		1233 WALT WHITMAN ROAD MELVILLE NY 11747	04/29/2008	04/29/2013
DOL	DOL		ROBERT O'HANLON		635 MIDLAND AVENUE GARFIELD NJ 07026	07/09/2007	07/09/2012
DOL	DOL		ROBERT STEVENSON		571 MILES SQUARE ROAD YONKERS NY 10701	04/04/2007	04/04/2012
DOL	DOL		ROBERT W. METZGAR	KING MACHINE	11365 CENTER ROAD SHERIDAN NY 14135	04/04/2005	04/04/2010
DOL	DOL	*****1721	ROBERTS CONSTRUCTION OF UPSTATE NEW YORK INC		5 SANGER AVENUE NEW HARTFORD NY 13413	01/28/2009	01/28/2014
DOL	DOL	*****3467	ROCKERS AND NOCKERS LLC		207 RIVERVIEW ROAD REXFORD NY 12148	10/23/2007	10/23/2012
DOL	DOL		ROGER A HOEK JR		22 BLACK HAW ROAD PINE BUSH NY 12566	06/10/2005	06/10/2010
DOL	DOL		RONALD R SAVOY	C/O CNY MECHANICAL ASSOCIATES INC	P O BOX 250 EAST SYRACUSE NY 13057	11/06/2008	11/06/2013
DOL	DOL		ROSARIO CARRUBBA		5755 NEWHOUSE ROAD EAST AMHERST NY 14051	10/10/2007	10/10/2012
DOL	DOL		RUDOLPH NEUSS		8 FAR HORIZONS DRIVE NEWBURGH NY 12550	09/06/2006	09/06/2011
DOL	AG	*****2326	RUSMAR ENVIRONMENTAL SERVICES CORP.		703 ATLANTIC AVENUE ROCHESTER NY 14609	12/22/2004	12/22/2009
DOL	DOL		RUSSELL TUPPER		8346 BREWERTON ROAD CICERO NY 13039	07/06/2007	07/06/2012
DOL	DOL		RUTH H SUTTON		939 GROVESIDE ROAD BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL	*****9066	SAMAR PAINTING & DECORATING INC		137 E MAIN STREET ELMSFORD NY 10523	12/01/2008	12/01/2013
DOL	NYC	*****0987	SCHWARTZ ELECTRIC CONTRACTORS INC		89 WALKER STREET NEW YORK NY 10013	01/04/2008	01/04/2013
DOL	DOL	*****6348	SEABURY ENTERPRISES LLC		22562 SEA BASS DRIVE BOCA RATON FL 33428	10/10/2007	10/10/2012
DOL	NYC	*****4020	SERVI-TEK ELEVATOR CORP		2546 EAST TREMONT AVENUE BRONX NY 10461	07/16/2009	07/16/2014
DOL	NYC	*****8252	SEVERN TRENT ENVIRONMENTAL SERVICES INC		16337 PARK ROW HOUSTON TX 77084	06/12/2007	06/12/2012
DOL	DOL	*****0256	SIERRA ERECTORS INC		79 MADISON AVE - FL 17 NEW YORK NY 10016	04/16/2009	04/16/2014
DOL	DOL	*****0415	SIGNAL CONSTRUCTION LLC		199 GRIDER STREET BUFFALO NY 14215	11/14/2006	11/14/2011
DOL	DOL	*****8469	SIGNATURE SEALCOATING & STRIPPING SERVICE		345 LIVINGSTON AVENUE JAMESTOWN NY 14702	04/04/2007	04/04/2012
DOL	DOL	*****9397	SKY COMMUNICATIONS, INC.		PO BOX 278 DEWITT NY 13214	02/20/2007	02/20/2012
DOL	AG		SN CONTRACTING CORP		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	AG	*****7480	SNA CONTRACTING CORP		131 47TH STREET BROOKLYN NY 11232	01/26/2007	01/25/2012
DOL	AG	*****2738	SNA CONTRACTING CORP.		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	AG		SOLOMON WERZBERGER		56 LYNCREST DRIVE MONSEY NY 10952	08/18/2005	08/18/2010
DOL	DOL	*****0918	SPECTRUM CONTRACTING GROUP INC		875 THIRD AVENUE NEW YORK NY 10022	12/11/2006	12/11/2011
DOL	AG	*****1355	SPIRIDON ANTHOULIS		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012

NYSDOL Bureau of Public Work Debarment List 11/12/2009

DOL	AG		STACEY GOUZOS		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	NYC	*****6650	START ELEVATOR CONSTRUCTION, INC.		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	NYC	*****3896	START ELEVATOR MAINTENANCE, INC.		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	NYC	*****1216	START ELEVATOR REPAIR, INC.		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	NYC	*****2101	START ELEVATOR, INC.		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	DOL		STEPHEN BALZER		34-08 PARKWAY DRIVE BALDWIN NY 11510	07/01/2008	07/01/2013
DOL	DOL		STEVE J NICTAS		C/O J BARR CONS. 119-51 METROPOLITAN AVEJAMAICA NY 11415	12/14/2004	12/14/2009
DOL	DOL		STEVE PAPASTEFANOU		1445 COMMERCE AVENUE BRONX NY 10461	10/09/2007	10/09/2012
DOL	AG		STEVEN TISCHLER		1465 46TH STREET BROOKLYN NY 11212	08/18/2005	08/18/2010
DOL	DOL	*****4081	STS CONSTRUCTION OF WNY		893 EAGLE STREET BUFFALO NY 14210	06/09/2009	06/09/2014
DOL	DOL	*****5966	SUPREME SPORT SURFACES, INC.		66 BENEDICT STREET CASTLETON NY 12033	03/02/2007	03/02/2012
DOL	DOL	*****2036	SURACI ENTERPRISES INC		364 BLEAKER ROAD ROCHESTER NY 14609	10/25/2007	10/25/2012
DOL	AG		TAO GENERAL CONTRACTORS INC		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL		THEODORE F FAULKES		18 FIREWEED TRAIL HILTON NY 14468	06/10/2008	06/10/2013
DOL	DOL		THOMAS ASCHMONEIT		79 MADISON AVENUE - FL 17 NEW YORK NY 10016	04/16/2009	04/16/2014
DOL	DOL		THOMAS E. MOONEY		164 WINSLOW STREET WATERTOWN NY 13601	11/07/2006	11/07/2011
DOL	DOL		THOMAS GORMALLY		250 KNEELAND AVENUE YONKERS NY 10705	07/09/2007	07/09/2012
DOL	DOL		TIMOTHY P SUCH		893 EAGLE STREET BUFFALO NY 14210	06/09/2009	06/09/2014
DOL	DOL		TNT DEMOLITION AND ENVIRONMENTAL INC		355 COUNTY ROUTE 8 FULTON NY 13069	08/08/2009	08/14/2014
DOL	DOL	*****3983	TOMMASO ALLOCCA		15 PINE AIRE DRIVE BAY SHORE NY 11706	08/01/2005	08/01/2010
DOL	DOL	*****9640	TROPIC CONSTRUCTION CORP		59-45 56TH AVENUE MASPETH NY 11378	08/16/2005	08/16/2010
DOL	DOL	*****8430	TROPIC ROOFING CORP.		59-45 56TH AVENUE MASPETH NY 11378	08/16/2005	08/16/2010
DOL	NYC	*****5184	UDDIN USA CORP		663 DEGRAW STREET BROOKLYN NY 11217	05/17/2007	05/17/2012
DOL	AG		UN HAK KIM		75 WEST EDSALL BOULEVARD PALISADES PARK NJ	04/14/2005	04/14/2010
DOL	DOL	*****8663	URBAN-SUBURBAN RECREATION INC		3 LUCON DRIVE DEER PARK NY 11728	06/20/2007	06/20/2012
DOL	DA		VASILIOS TSIMITRAS		235 91ST STREET BROOKLYN NY 11209	11/27/2006	11/27/2011
DOL	DOL		VIRGINIA L CAPONE		137 E MAIN STREET ELMSFORD NY 10523	12/01/2008	12/01/2013
DOL	NYC	*****5466	VIVA VICTORIA ENTERPRISES LTD		10317 90TH STREET OZONE PARK NY 11417	06/12/2006	06/12/2011
DOL	DOL	*****0725	W & B MECHANICAL CORP		303 TEN EYCK STREET BROOKLYN NY 11206	03/05/2005	03/05/2010
DOL	DOL	*****0329	WET PAINT CO. OF OSWEGO, INC		19 E. CAYUGA STREET OSWEGO NY 13126	05/15/2008	05/15/2013
DOL	DOL		WHITE AND BLUE SHEET METAL INC.		303 TEN EYCK STREET BROOKLYN NY 11206	03/05/2005	03/05/2010
DOL	DOL		WILLIAM PUTNAM		50 RIDGE ROAD BUFFALO NY 14215	09/03/2008	09/03/2013
DOL	DA		WILLIAM TSIMITRAS		235 91ST STREET BROOKLYN NY 11209	11/27/2006	11/27/2011
DOL	DOL		WINSTON J. GOINS, SR.		87 MALLING DRIVE ROCHESTER NY 14621	05/01/2006	05/01/2011
DOL	AG		YANG GENERAL CONTRACTING LTD		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	AG	*****0288	YIN CONSTRUCTION LTD		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012

NYSDOL Bureau of Public Work Debarment List 11/12/2009

DOL	AG	*****1564	ZARBEN GENERAL CONSTRUCTION INC		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL		ZEPHENIAH DAVIS		2068 ANTHONY AVENUE BRONX NY 10457	12/26/2007	12/26/2012