



**CONTRACT DOCUMENTS  
FOR THE CONSTRUCTION OF**

**MAIDER ROAD WATERFRONT SITE  
ENVIRONMENTAL RESTORATION PROJECT CLAY,  
ONONDAGA COUNTY SITE NO. B00015**

**3414 MAIDER ROAD, TOWN OF CLAY, ONONDAGA  
COUNTY, NEW YORK 13041**

**TOWN OF CLAY  
ONONDAGA COUNTY, NEW YORK**



**FEBRUARY 2021**

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COUNTY, NEW YORK 13041**

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ONONDAGA COUNTY, NEW YORK**

February 2021



**C&S ENGINEERS, INC.**  
499 Col. Eileen Collins Boulevard  
Syracuse, New York 13212

I, John T. Camp, certify that I am currently a NYS Registered Professional Engineer and that this Design Document was prepared in accordance with all applicable statutes and regulations and in substantial conformance with the DER Technical Guidance for Site Investigation and Remediation (DER-10) and that all activities were performed in full accordance with the DER-approved work plan and any DER-approved modifications.

  
John T. Camp, P.E. - N.Y.S.P.E. Lic. No. 082375

NO ALTERATION PERMITTED HEREIN EXCEPT AS PROVIDED UNDER SECTION 7209  
SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW

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2. Remedial Design Work Plan (RDWP).
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4. Report of Findings - Limited Asbestos Sampling.
5. NYS Department of Environmental Conservation and Army Corp. of Engineers Joint Permit.
6. Topographic Survey Prepared by Bryant Associated, PC.
7. Site Metes-and-Bounds Survey dated December 22, 2015, Prepared by Christopherson Land Surveying.
8. Geophysical Investigation Report, dated February 28, 2008, prepared by C&S Engineers, Inc.
9. Site Investigation/Remedial Alternatives Analysis Report, dated March 2014, prepared by C&S Engineers, Inc.
10. Supplemental Site Investigation/Remedial Alternatives Analysis Report, dated December 2015, prepared by C&S Engineers, Inc.
11. Report dated April 29, 2016 from C&S Engineers, Inc. to the New York State Department of Environmental Conservation containing corrections and supplemental information for the December 2015 report.
12. NYSDEC document Sampling, Analysis, and Assessment of Per – And Polyfluoroalkyl Substances (PFAS) – October 2020
13. NYSDEC Policy CP-43: Groundwater Monitoring Well Decommisioning Policy

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## **ADVERTISEMENT FOR BIDS**

Town of Clay, New York

Maider Road Waterfront Site Environmental Restoration Project Clay, Onondaga County Site No. B00015

### **General Notice**

Town of Clay (Owner) is requesting Bids for the construction of the following Project:

Maider Road Waterfront Site Environmental Restoration Project Clay, Onondaga County Site No. B00015

Bids for the construction of the Project will be received at the Town of Clay, Town Hall located at 4401 Route 31, Clay, NY 13041, until **Friday April 2, 2021 at 11:00 am** local time. At that time, the Bids received and will be publicly opened and read.

The Project includes the following Work:

The project generally involves the remediation and limited restoration of a former bulk storage terminal. Contaminants to be remediated include petroleum/polycyclic aromatic hydrocarbon (PAH)-contaminated soil, arsenic-contaminated soil, and asbestos-containing materials. Remediation includes excavation and off-site disposal, with on-site consolidation. Limited restoration includes wetland restoration, cover, grading, and drainage improvements. Please note that the project is partially funded with State money, but the State is not a party to the awarded contract.

Bids are requested for the following Contract:

Maider Road Waterfront Site Environmental Restoration Project Clay, Onondaga County Site No. B00015.

The Project has an expected duration of 180 calendar days.

### **Obtaining the Bidding Documents**

Information and Bidding Documents for the Project can be found by contacting:

Rita Fendick c/o C&S Engineers, Inc.

Phone: 315- 703-4127

Email: [rfendick@cscos.com](mailto:rfendick@cscos.com)

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with C&S Engineers, Inc. as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The website is populated by (Issuing Office):

C&S Engineers, Inc., 499 Colonel Eileen Collins Boulevard, Syracuse, New York 13232.

Attn: Rita Fendick 315- 703-4127.

A printed copy of the plans and specifications may be viewed at (note: referenced documents are only available on the website):

Town of Clay, Town Hall located at 4401 Route 31, Clay, NY 13041.

#### **Pre-bid Conference**

A pre-bid conference for the Project will be held on **March 17, 2021 at 2:00 pm** at the Project Location: 3414 Maider Road, Town of Clay, Onondaga County, New York 13041. Attendance at the pre-bid conference is **mandatory**.

#### **Instructions to Bidders.**

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

#### **This Advertisement is issued by:**

Owner: Town of Clay, NY

By: Damian M. Ulatowski

Title: Supervisor

Date: **March 3, 2021**

# INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

Prepared By





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## ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

## ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers. It is the responsibility of each Bidder before submitting a Bid to examine thoroughly the Contract Documents and other related data identified in the Bidding Documents.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 The Owner's agent (C&S Engineers, Inc., a.k.a. Issuing Office) has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive notifications of Addenda issued by Owner's Agent.
- 2.04 Not used.
- 2.05 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.06 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner

that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
- C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.
  - 1. Electronic Documents that are available in native file format are as shown in the Table of Contents.
  - 2. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.
  - 3. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.
  - 4. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

### ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 ~~To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within [number] days of Owner's request, Bidder must submit the following information:~~
  - A. ~~Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.~~
  - B. ~~A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.~~
  - C. ~~Bidder's state or other contractor license number, if applicable.~~
  - D. ~~Subcontractor and Supplier qualification information.~~

E. ~~Other required information regarding qualifications.~~

**Deleted**

3.02 ~~Prospective Bidders must submit required information regarding their qualifications by [insert deadline for prequalification submittals]. Owner will review the submitted information to determine which contractors are qualified to bid on the Work. Owner will issue an Addendum listing those contractors that Owner has determined to be qualified to construct the project. Bids will only be accepted from listed contractors. The information that each prospective Bidder must submit to seek prequalification includes the following:~~

A. ~~Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.~~

B. ~~A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.~~

C. ~~Prospective Bidder's state or other contractor license number, if applicable.~~

D. ~~Subcontractor and Supplier qualification information.~~

E. ~~Other required information regarding qualifications.~~

**Deleted**

3.03 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:

A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.

B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.

C. Bidder's state or other contractor license number, if applicable.

D. Subcontractor and Supplier qualification information.

E. Other required information regarding qualifications.

- 3.04 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.05 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

#### **ARTICLE 4—PRE-BID CONFERENCE**

- 4.01 A mandatory pre-bid conference will be conducted for this Project.

#### **ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

##### **5.01 *Site and Other Areas***

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by the Owner unless otherwise provided in the Contract Documents.

##### **5.02 *Existing Site Conditions***

###### **A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions***

- 1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
  - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
  - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
  - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
  - d. Technical Data contained in such reports and drawings.
- 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

- ~~4. *Geotechnical Baseline Report/Geotechnical Data Report:* The Bidding Documents contain a Geotechnical Baseline Report (GBR) and Geotechnical Data Report (GDR).~~
- ~~a. As set forth in the Supplementary Conditions, the GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations (“Baseline Conditions”). The GBR is a Contract Document.~~
  - ~~b. The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.~~
  - ~~c. Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.~~
  - ~~d. As set forth in the Supplementary Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the GBR.~~

**Deleted**

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
1. Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner and Engineer do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

5.03 *Other Site-related Documents*

- A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:
1. Not used.
- B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.
- C. The other Site-related documents are not part of the Contract Documents.

- D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.
- E. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

- A. Bidder is **required** to visit the Site and conduct a thorough visual examination of the Site and adjacent areas to satisfy the Bidder as to general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. Bidders visiting the Site are required to arrange their own transportation to the Site.
- C. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site: **C&S Engineers, Inc., Matt Walker 315-703-4323**. Bidder must conduct the required Site visit during normal working hours.
- D. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- E. It is the responsibility of the Bidder to consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the Work.
- F. It is the responsibility of the Bidder to study and carefully correlate Bidder's knowledge and observation with the Contract Documents and such other related data.
- G. Bidder shall promptly notify Engineer of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
- H. On request and in advance, after indemnifying Owner from any and all claims of any kind whatsoever arising directly, indirectly, or consequently as a result of Bidder or its representative having access to the site, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- I. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- J. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.



- K. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 5, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Contract Documents, and the written resolutions thereof by the Engineer is acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

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

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

## **ARTICLE 7—INTERPRETATIONS AND ADDENDA**

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents, as deemed advisable by Owner or Engineer.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Questions can be submitted subsequent to the mandatory pre-bid conference, until **Wednesday, March 24, 2021 at 4:00 pm local time**. Contact information and submittal procedures for such questions are as follows:
  - A. **C&S Engineers, Inc., Email to: Matt Walker at [mawalker@cscos.com](mailto:mawalker@cscos.com)**

- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than five days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.
- 7.05 Failure of a Bidder to receive any Addendum, or to acknowledge receipt thereof, will not relieve such Bidder from conforming with the requirements which such Addendum imposes on its Bid or the Contract Documents, and may subject its Bid to disqualification by Owner

#### **ARTICLE 8—BID SECURITY**

- 8.01 A bid security in the form of a bid bond, certified check, bank teller/treasurer's check payable to the Town of Clay, or cash, in the amount of 5% of the Bidder's maximum Bid price (determined by adding the base bid and all alternates), must accompany each bid, as a guarantee that if the proposal is accepted a contract will be entered into. Bid bonds must be issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents. **Bid security must be at least 5% of the Bidder's maximum Bid price.**
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within the time period allowed after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 46 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

#### **ARTICLE 9—CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 ~~Bidder must set forth in the Bid the time by which Bidder must achieve Substantial Completion, subject to the restrictions established in Paragraph 13.07 of these Instructions. The Owner will take Bidder's time commitment regarding Substantial Completion into consideration during the evaluation of Bids, and it will be necessary for the apparent Successful Bidder to satisfy Owner~~

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EJCDC® C-200, Instructions to Bidders for Construction Contract.

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Modified to include RD edits from RUS Bulletin 1780-26 (6/16/2020).

~~that it will be able to achieve Substantial Completion within the time such Bidder has designated in the Bid. [If applicable include the following: Bidder must also set forth in the Bid its commitments regarding the achievement of Milestones and readiness for final payment.] The Successful Bidder's time commitments will be entered into the Agreement or incorporated in the Agreement by reference to the specific terms of the Bid.~~

**Deleted**

- 9.03 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, or engineering charges resulting from delay in completion, are set forth in the Agreement.

**ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS**

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder's sole risk.

**ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- ~~11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.~~

**Deleted**

- 11.02 Paragraph SC-6.8.3 of the Supplementary Conditions requires the identity of certain subcontractors, suppliers, and other persons or organizations (including those who are to furnish the principal items of material and equipment) to be submitted to the Owner's agent in advance of the specified date prior to the Effective Date of the Agreement. Therefore, the apparent Successful Bidder, and any other Bidder so requested, must submit to the Owner's agent a list of the Subcontractors, Suppliers, and other persons and organizations proposed for the following portions of the Work within seven days after Bid opening for which such identification is required.
- 11.03 If requested by the Owner's agent, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price

will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 11.04 If apparent Successful Bidder declines to make any such substitution, the Owner's agent may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, suppliers, persons, and organizations. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

**11.05 – The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.07A.**

**ARTICLE 12—PREPARATION OF BID**

- 12.01 The Bid Form, certificates, etc., required for preparing the Bid appear in the bound Bidding Documents. All bidders shall utilize such pages in preparing and submitting their Bid.
- A. All blanks on the Bid Form must be completed in blue or black ink and the Bid Form signed in blue or black ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
  - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by the President or Vice President (or other authorized corporate officer accompanied by evidence of authority to sign); and the corporate seal must be affixed and attested by the Secretary or Assistant Secretary. The officer's title must appear under the signature. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.

- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venture in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in blue or black ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

#### **ARTICLE 13—BASIS OF BID**

##### **13.01 *Lump Sum***

- A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form (applicable to lump sum items only).

##### **13.02 *Base Bid with Alternates***

- A. Bidders must submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

##### **13.03 *Sectional Bids***

- ~~A. Bidders may submit a Bid on any individual section or any combination of sections, as set forth in the Bid Form.~~
- ~~B. Submission of a Bid on any section signifies Bidder's willingness to enter into a Contract for that section alone at the price offered.~~
- ~~C. If Bidder submits Bids on individual sections and a Bid based on a combination of those sections, such combined Bid need not be the sum of the Bids on the individual sections.~~
- ~~D. Bidders offering a Bid on one or more sections must be capable of completing the Work covered by those sections within the time period stated in the Agreement.~~

**Deleted**

#### 13.04 ~~Cost-Plus-Fee Bids~~

- ~~A. Bidders must submit a Bid on the Contractor's fee, which must be in addition to compensation for Cost of the Work. Such fee must be either (1) a fixed fee, (2) percentages of specified categories of costs, or (3) a percentage applicable to the Cost of the Work as a whole, as set forth in the Bid Form.~~
- ~~B. If the Contractor's fee, as set forth in the Bid Form, is to be based on percentages of categories of cost, or on a percentage applicable to the Cost of the Work as a whole, then Bidders must enter a maximum amount limiting the total fee if required by the Bid Form to do so.~~
- ~~C. Bidders must submit a Bid on the Guaranteed Maximum Price, setting a maximum amount on the compensable Cost of the Work plus Contractor's fee, if required by the Bid Form to do so.~~

#### **Deleted**

#### 13.05 *Unit Price*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

#### 13.06 *Allowances*

- A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

#### 13.07 *Price-Plus-Time Bids*

- ~~A. The Owner will consider the time of Substantial Completion commitment made by the Bidder in the comparison of Bids.~~
- ~~B. Bidder must designate the number of days required to achieve Substantial Completion of the Work and enter that number in the Bid Form as the total number of calendar days to substantially complete the Work.~~
- ~~C. The total number of calendar days for Substantial Completion designated by Bidder must be less than or equal to a maximum of [number], but not less than the minimum of [number]. If Bidder purports to designate a time for Substantial Completion that is less than the allowed minimum, or greater than the allowed maximum, Owner will reject the Bid as nonresponsive.~~

- ~~D. The Agreement as executed will contain the Substantial Completion time designated in Successful Bidder's Bid, and the Contractor will be assessed liquidated damages at the rate stated in the Agreement for failure to attain Substantial Completion within that time.~~
- ~~E. Bidder must also designate the time in which it will achieve Milestones, and achieve readiness for final payment. Such time commitments must be consistent with the "Time of Substantial Completion" to which Bidder commits. The Agreement as executed will contain, as binding Contract Times, Successful Bidder's time commitments regarding Milestones, as applicable, and readiness for final payment.~~

**Deleted**

**ARTICLE 14—SUBMITTAL OF BID**

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in an opaque envelope with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

**ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID**

- 15.01 A Bidder may withdraw its bid where a unilateral error or mistake is discovered in the bid, after a showing of the following:
- A. The mistake is known or made known to the Owner prior to the awarding of the Contract or within three days after the opening of the Bid, whichever period is shorter; and
  - B. The price bid was based on an error of such magnitude that enforcement would be unconscionable; and
  - C. The Bid was submitted in good faith and the Bidder submits credible evidence that the mistake was a clerical error as opposed to a judgement error; and
  - D. The error in the Bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the Bid, which can be shown by objective inspection of the original work paper, documents, or materials used in the preparation of the Bid sought to be withdrawn; and

E. It is possible to place the Owner in status quo ante; the same position it enjoyed prior to Bid.

15.02 The sole remedy for a bid mistake shall be withdrawal of the Bid and the return of the letter of credit or other security, if any, to the Bidder. Thereafter, the Owner may, in its discretion, award the Contract to the next lowest qualified responsible bidder or rebid to Contract.

#### **ARTICLE 16—OPENING OF BIDS**

16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid. Only the total bid prices and major alternate prices (if any) will be read aloud. A Tabulation of Bids will be mailed to each Bidder within ten days of the Bid Opening.

#### **ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

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

#### **ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT**

18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest qualified responsive Bid.

18.05 *Evaluation of Bids*

- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.



- C. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.
- D. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- E. ~~For the determination of the apparent low Bidder when cost plus fee bids are submitted, Bids will be compared on the basis of the Guaranteed Maximum Price set forth by Bidder on the Bid Form.~~

**Deleted**

- F. ~~Bid prices will be compared after adjusting for differences in time of Substantial Completion (total number of calendar days to substantially complete the Work) designated by Bidders. The adjusting amount will be determined at the rate set forth in the Agreement for liquidated damages for failing to achieve Substantial Completion, or such other amount that Owner has designated in the Bid Form.~~
  - 1. ~~The method for calculating the lowest bid for comparison will be the summation of the Bid price shown in the Bid Form plus the product of the Bidder specified time of Substantial Completion in calendar days times the rate for liquidated damages [or other Owner-designated daily rate] in dollars per day.~~
  - 2. ~~This procedure is only used to determine the lowest bid for comparison and contractor selection purposes. The Contract Price for compensation and payment purposes remains the Bid price shown in the Bid Form.~~

**Deleted**

- 18.06 Paragraph SC-6.8.3 of the Supplementary Conditions requires the identity of certain subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement. Therefore, the Successful Bidder and any other Bidder so requested, shall within seven days after the Bid opening, submit to Owner a list of such subcontractors, suppliers, and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each subcontractor, supplier, person or organization if requested by Owner.
- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers. If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within forty-five days after the day of Bid Opening.

**ARTICLE 19—BONDS AND INSURANCE**

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and

insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

#### **ARTICLE 20—SIGNING OF AGREEMENT**

20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, provided that signatures are in order and Contract Security is acceptable, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

20.02 Owner will furnish copies of Contract Documents to Successful Bidder as follows:

Three sets of Contract Documents.

#### **ARTICLE 21—SALES AND USE TAXES**

21.01 Owner is exempt from New York state sales and use taxes on materials and equipment to be incorporated in the Work. (Exemption No. **15-600901**). Said taxes must not be included in the Bid. Refer to Paragraph SC-6.15 of the Supplementary Conditions for additional information.

#### **ARTICLE 22—CONTRACTS TO BE ASSIGNED - DELETED**

#### **ARTICLE 23 – FEDERAL REQUIREMENTS**

23.01 If the contract price is in excess of \$100,000, provisions of the Contract Work Hours and Safety Standards Act at 29 CFR 5.5(b) apply.

23.02 Federal requirements at Article 19 of the Supplementary Conditions apply to this Contract.

23.03 American Iron and Steel requirements apply to this project.

#### **ARTICLE 24 – ASBESTOS CEMENT PIPE**

24.01 ASBESTOS CEMENT PIPE – THE TOWN OF CLAY HAS EXISTING ASBESTOS-CEMENT WATERMAINS. IN THE EVENT OF DAMAGE TO ONE OF THESE MAINS, THE SUCCESSFUL CONTRACTOR WILL PERFORM THE NECESSARY REPAIR. THE REPAIR SHALL BE MADE IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS (NEW YORK STATE DEPARTMENT OF LABOR, EPA, AND OSHA.) THE WORK SHALL BE DONE BY A PERSON HOLDING A VALID NYS ASBESTOS HANDLING LICENSE AND THE REMOVED PIPE SHALL BE DISPOSED OF IN ACCORDANCE WITH THE REGULATIONS.

# BID FORM FOR CONSTRUCTION CONTRACT

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

## ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: Town of Clay, 4401 Route 31, Clay, NY 13041.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - F. Required Bidder Qualification Statement with supporting data; ~~and~~
  - ~~G. [List other documents and edit above as pertinent].~~
  - G. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplementary Conditions of the Construction Contract (EJCDC C-800);
  - H. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);
  - I. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q Exhibit A-1, Certification for Contracts, Grants, and Loans.

## ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Lump Sum Bids* - **SEE ATTACHED BID SHEET**
- 3.02 *Unit Price Bids* - **SEE ATTACHED BID SHEET**

3.03 *Total Bid Price (Lump Sum and Unit Prices) - SEE ATTACHED BID SHEET*

**ARTICLE 4—BASIS OF BID—COST PLUS FEE**

Deleted

**ARTICLE 5—PRICE PLUS TIME BID**

Deleted

**ARTICLE 6—TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 ~~Bidder agrees that the Work will be substantially complete on or before [Bidder inserts date], and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [Bidder inserts date].~~

Deleted

6.03 ~~Bidder agrees that the Work will be substantially complete within [Bidder inserts number] calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within [Bidder inserts number] calendar days after the date when the Contract Times commence to run.~~

Deleted

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

| Addendum Number | Addendum Date |
|-----------------|---------------|
|                 |               |
|                 |               |

|  |  |
|--|--|
|  |  |
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## ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

### 8.01 *Bidder’s Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, **including all American Iron and Steel requirements.**
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
5. As required by GML, Article 5-A, section 103-d:
  - a. "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
    - (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
    - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

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

6. As required by GML, Article 5-A, Section 103-g regarding the Iran Divestment Act:
  - a. "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law."

BIDDER hereby submits this Bid as set forth above:

Bidder:

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

By:

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

Name:

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

Title:

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

Date:

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

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

Attest:

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

Name:

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

Title:

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

Date:

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

Address for giving notices:

\_\_\_\_\_

Bidder's Contact:

Name:

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

Title:

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

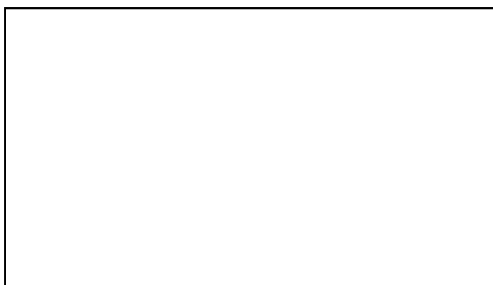
Phone:

Email:

Address:

Bidder's Contractor License No.: (if applicable)

Corporate Seal:





## BID SHEET

|    |   |          |   |    |           |           |   |
|----|---|----------|---|----|-----------|-----------|---|
| 1  | Contingency Allowance (012100)                        | On Site  | 1 | LS | \$100,000 | \$100,000 | -----   |
| 2  | Alternate #1 Field Office (015000)                    | On Site  | 1 | LS | \$_____   | \$_____   | All   |
| 3  | Mobilization & Demobilization                         | On Site  | 1 | LS | \$_____   | \$_____   | All   |
| 4  | Health & Safety Plan                                  | On Site  | 1 | LS | \$_____   | \$_____   | Applies to the entire project / contract  |
| 5  | Stabilized Construction Entrance (C-104)              | On Site  | 1 | LS | \$_____   | \$_____   | All   |
| 6  | Decontamination Pad (015000)                          | On Site  | 1 | LS | \$_____   | \$_____   | Include management / treatment of contaminated water.   |
| 7  | UST Removal (026500)                                  | On Site  | 1 | LS | \$_____   | \$_____   | Characterize, empty, remove, clean, transport, & dispose. Liquid transport and disposal covered under Item #44. |
| 8  | Water Pollution and Erosion Control (312710)          | On Site  | 1 | LS | \$_____   | \$_____   | Labor, materials, install, inspect, maintain, & remove erosion and sediment controls.                           |
| 9  | Water Pollution and Erosion Control (312710)          | Off-Site | 1 | LS | \$_____   | \$_____   | Labor, materials, install, inspect, maintain, & remove erosion and sediment controls.                           |
| 10 | Tree Clearing and Grubbing (311000)                   | On Site  | 1 | LS | \$_____   | \$_____   | All   |
| 11 | Tree Clearing and Grubbing (311000)                   | Off-Site | 1 | LS | \$_____   | \$_____   | All   |
| 12 | Survey (028335, 312319)                               | On Site  | 1 | LS | \$_____   | \$_____   | All   |
| 13 | Maintenance and Protection of Traffic (C-501)         | Off-Site | 1 | LS | \$_____   | \$_____   | All   |
| 14 | River Infrastructure Removal (024119, C-101)          | Off-Site | 1 | LS | \$_____   | \$_____   | River dock pier removal. River bank piping cleaning, cut & cap. Piping liquid disposal covered under Item #45.  |
| 15 | Shed Relocation and Concrete Pad Installation (C-101) | Off-Site | 1 | LS | \$_____   | \$_____   |   |
| 16 | Anything Else Not Listed                              | On Site  | 1 | LS | \$_____   | \$_____   | Anything else not included above.   |

**Lump Sum Subtotal (On Site)**

\$\_\_\_\_\_

**Lump Sum Subtotal (Off-Site )**

\$\_\_\_\_\_

**Lump Sum Subtotal**

\$\_\_\_\_\_

| Item Number | Bid Item (Section)   | On Site or Off-site | Quantity | Unit | Cost/Unit      | Total   | Includes  |
|-------------|--|---------------------|----------|------|----------------|---------|---|
| 17          | Monitoring Well Decommissioning                                  | On Site             | 3        | EA   | \$_____ / EA   | \$_____ | All   |
| 18          | Monitoring Well Installation                                     | On Site             | 3        | EA   | \$_____ / EA   | \$_____ | All   |
| 19          | Monitoring Well Decommissioning                                  | Off-Site            | 1        | EA   | \$_____ / EA   | \$_____ | All   |
| 20          | Monitoring Well Installation                                     | Off-Site            | 1        | EA   | \$_____ / EA   | \$_____ | All   |
| 21          | Flowable Fill (312323.33)  | Off-Site            | 3 Cu Yds | CY   | \$_____ / CY   | \$_____ | Filling of closed-in-place buried piping from Site to river   |
| 22          | Asbestos-Containing Material (ACM) Pipe Abatement (028213)       | On Site             | 286      | LF   | \$_____ / LF   | \$_____ | Notify, abate, record, transport, & dispose.  |
| 23          | Selective Demolition and Consolidation (017419, 024119)          | On Site             | 150      | Yard | \$_____ / Yard | \$_____ | Consolidation of clean concrete into onsite excavations.  |
| 24          | Selective Demolition and Disposal (017419, 024119)               | On Site             | 1,200    | Ton  | \$_____ / Ton  | \$_____ | Offsite disposal of excess / contaminated concrete and all asphalt.   |
| 25          | Non-ACM Underground Piping Removals (024119)                     | On Site             | 1,600    | LF   | \$_____ / LF   | \$_____ | Remove, clean, transport & scrap/recycle. Liquid transport and disposal covered under Item 44.  |
| 26          | Non-ACM Underground Piping Removals (024119)                     | Off-Site            | 50       | LF   | \$_____ / LF   | \$_____ | Remove, clean, transport & scrap/recycle. Liquid transport and disposal covered under Item 45.  |
| 27          | Arsenic-Contaminated Soil Consolidation (028335, 310000)         | On Site             | 963      | CY   | \$_____ / CY   | \$_____ | Excavate, handle, consolidate, backfill, & compact.   |
| 28          | Petroleum-Contaminated Soil & Stumps Disposal (028335, 310000)   | On Site             | 6,970    | CY   | \$_____ / CY   | \$_____ | Excavate, handle, transport, & dispose.   |
| 29          | Petroleum-Contaminated Soil & Stumps Disposal (028335, 310000)   | Off-Site            | 1,286    | CY   | \$_____ / CY   | \$_____ | Excavate, handle, transport, & dispose.   |
| 30          | Petroleum-Contaminated Soil Disposal Sampling / Testing (028335) | On Site             | 25       | Each | \$_____ / EA   | \$_____ | Sample collection and testing. Assumes 1 sample per 500 tons.   |
| 31          | Petroleum-Contaminated Soil Disposal Sampling / Testing (028335) | Off-Site            | 5        | Each | \$_____ / EA   | \$_____ | Sample collection and testing. Assumes 1 sample per 500 tons.   |
| 32          | Imported Backfill (028335, 310000, 310101)                       | On Site             | 5,857    | CY   | \$_____ / CY   | \$_____ | Testing, transport, handle, backfill, compact, & grade. Volume is an estimate. May change based on ability to consolidate clean concrete. |
| 33          | Imported Backfill (028335, 310000, 310101)                       | Off-Site            | 1,718    | CY   | \$_____ / CY   | \$_____ | Testing, transport, handle, backfill, compact, & grade.   |
| 34          | Demarcation Barrier  | On Site             | 2,545    | SY   | \$_____ / SY   | \$_____ | Material and labor  |
| 35          | Non-Wetland Topsoil (310101)                                     | On Site             | 400      | CY   | \$_____ / CY   | \$_____ | Transport, handle, backfill topsoil material  |
| 36          | Non-Wetland Topsoil (310101)                                     | Off-Site            | 75       | CY   | \$_____ / CY   | \$_____ | Transport, handle, backfill topsoil material  |
| 37          | Wetland Topsoil (333333.33)                                      | On Site             | 705      | CY   | \$_____ / CY   | \$_____ | Transport, handle, backfill topsoil material  |

| Item Number                             | Bid Item (Section)   | On Site or <i>Off-site</i> | Quantity      | Unit    | Cost/Unit     | Total   | Includes   |
|---|--|----------------------------|---------------|---------|---------------|---------|--|
| 38                                      | Trees and Shrubs (333333.33)   | On Site                    | 29            | EA      | \$_____ / EA  | \$_____ | All  |
| 39                                      | Trees and Shrubs (333333.33)   | <i>Off-Site</i>            | 1             | EA      | \$_____ / EA  | \$_____ | All  |
| 40                                      | Non-Wetland Restoration (310101)   | On Site                    | 3,340         | SY      | \$_____ / SY  | \$_____ | Seed, mulch, & maintain.   |
| 41                                      | Non-Wetland Restoration (310101)   | <i>Off-Site</i>            | 820           | SY      | \$_____ / SY  | \$_____ | Seed, mulch, & maintain.   |
| 42                                      | Wetland Restoration (333333.33)  | On Site                    | 6,340         | SY      | \$_____ / SY  | \$_____ | Plantings and replacements in accordance with Wetland Restoration Plan |
| 43                                      | Leachfield Restoration   | <i>Off-Site</i>            | Assume 300 LF | LF      | \$_____ / LF  | \$_____ | All  |
| 44                                      | Transport and Disposal of Piping Liquids and UST Liquids (026500, 024119)                        | On Site                    | 6,500         | Gallons | \$_____ / Gal | \$_____ | Assume 6,000 gallons in UST and 500 gallons in piping                  |
| 45                                      | Transport and Disposal of Piping Liquids (024119)  | <i>Off-Site</i>            | 500           | Gallons | \$_____ / Gal | \$_____ | Assume 500 gallons in piping   |
| 46                                      | Temporary Haul Road (C-101)  | On Site                    | 750           | LF      | \$_____ / LF  | \$_____ | All  |
| 47                                      | Base Bid - De-Watering Contaminated Water - Offsite Discharge (028335, 310000, 312319)           | On Site                    | Assume 60     | Days    | \$_____ / Day | \$_____ | Day mean 8-12 hours  |
| 48                                      | <b>Alternate #2</b> De-Watering Contaminated Water - Onsite Discharge (028335, 310000, 312319)   | On Site                    | Assume 60     | Days    | \$_____ / Day | \$_____ | Day mean 8-12 hours  |
| 49                                      | Base Bid - De-Watering Contaminated Water - Offsite Discharge (028335, 310000, 312319)           | <i>Off-Site</i>            | Assume 5      | Days    | \$_____ / Day | \$_____ | Day mean 8-12 hours  |
| 50                                      | <b>Alternate #2</b> - De-Watering Contaminated Water - Onsite Discharge (028335, 310000, 312319) | <i>Off-Site</i>            | Assume 5      | Days    | \$_____ / Day | \$_____ | Day mean 8-12 hours  |
| 51                                      | <b>Alternate #3</b> Removal and disposal of ACM Contaminated Soil (028213)                       | On-Site                    | Assume 22     | Tons    | \$_____ / Ton | \$_____ | If encountered during pipe removals. Include cost of variance.         |
| Unit Price Subtotal (On Site)           |  |                            |               |         |               | \$_____ |  |
| Unit Price Subtotal ( <i>Off-Site</i> ) |  |                            |               |         |               | \$_____ |  |
| Unit Price Subtotal                     |  |                            |               |         |               | \$_____ |  |
|   |  |                            |               |         |               |         |  |
| Total Bid Price (On Site)               |  |                            |               |         |               | \$_____ |  |
| Total Bid Price ( <i>Off-Site</i> )     |  |                            |               |         |               | \$_____ |  |
| Total Bid Price                         |  |                            |               |         |               | \$_____ |  |

Key:

LS Lump Sum  
 CY Cubic Yard  
 LF Linear Feet  
 Gal Gallon  
 EA Each  
 SY Square Yard

| Item Number   | Bid Item (Section) | On Site or <i>Off-site</i> | Quantity | Unit | Cost/Unit | Total | Includes |
|---|--------------------|----------------------------|----------|------|-----------|-------|----------|
| BID SHEET   |                    |                            |          |      |           |       |          |
| Maider Road Waterfront Site Environmental Restoration Project Clay, Onondaga County Site No. B00015 |                    |                            |          |      |           |       |          |
| Name of Firm:   |                    |                            |          |      |           |       |          |
| Name of Contact Person:   |                    |                            |          |      |           |       |          |
| Mailing Address:  |                    |                            |          |      |           |       |          |
| Telephone:  |                    |                            |          |      | Email:    |       |          |
| Print / Type Name:  |                    |                            |          |      |           |       |          |
| Authorized Signature:   |                    |                            |          |      |           |       |          |
| Title:  |                    |                            |          |      |           |       |          |

# BID BOND (DAMAGES FORM)

Prepared By



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## BID BOND (DAMAGES FORM)

|   |   |
|---|---|
| <b>Bidder</b><br><br>Name:<br><br>Address (principal place of business):  | <b>Surety</b><br><br>Name:<br><br>Address (principal place of business):  |
| <b>Owner</b><br><br>Name: <b>Town of Clay</b><br><br>Address (principal place of business):<br><b>4401 Route 31, Clay, NY 13041</b>   | <b>Bid</b><br><br>Project: <b>Maider Road Waterfront Site<br/>Environmental Restoration Project Clay,<br/>Onondaga County Site No. B00015</b><br><br>Location: <b>3414 Maider Road, Town of Clay,<br/>Onondaga County, New York 13041</b><br><br>Bid Due Date: <b>[Enter date bid is due]</b> |
| <b>Bond</b><br><br>Bond Amount: <b>[Amount]</b><br><br>Date of Bond: <b>[Date]</b>  |   |
| Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative. |   |
| Bidder  | Surety  |
| _____<br><i>(Full formal name of Bidder)</i>  | _____<br><i>(Full formal name of Surety) (corporate seal)</i>   |
| By: _____<br><div style="text-align: center;"><i>(Signature)</i></div>  | By: _____<br><div style="text-align: center;"><i>(Signature) (Attach Power of Attorney)</i></div>   |
| Name: _____<br><div style="text-align: center;"><i>(Printed or typed)</i></div>   | Name: _____<br><div style="text-align: center;"><i>(Printed or typed)</i></div>   |
| Title: _____  | Title: _____  |
| Attest: _____<br><div style="text-align: center;"><i>(Signature)</i></div>  | Attest: _____<br><div style="text-align: center;"><i>(Signature)</i></div>  |
| Name: _____<br><div style="text-align: center;"><i>(Printed or typed)</i></div>   | Name: _____<br><div style="text-align: center;"><i>(Printed or typed)</i></div>   |
| Title: _____  | Title: _____  |
| <i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>                                      |   |

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, qualified responsible Bidder that submitted a responsive Bid, as determined by Owner, for the work required by the Contract Documents, provided that:
  - 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the bond amount set forth on the face of this Bond, and
  - 1.2. In no event will Bidder's and Surety's obligation hereunder exceed the bond amount set forth on the face of this Bond.
  - 1.3. Recovery under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions will not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond must be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



# AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

Prepared By



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# **AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

This Agreement is by and between **the Town of Clay** ("Owner") and [\_\_\_\_\_]  
("Contractor").

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

Owner and Contractor hereby agree as follows:

## **ARTICLE 1—WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The project generally involves the remediation and limited restoration of a former bulk storage terminal. Contaminants to be remediated include petroleum/polycyclic aromatic hydrocarbon (PAH)-contaminated soil, arsenic-contaminated soil, and asbestos-containing materials. Remediation includes excavation and off-site disposal, with on-site consolidation. Limited restoration includes wetland restoration, cover, grading, and drainage improvements. Please note that the project is partially funded with State money, but the State is not a party to the awarded contract.

A site-specific Health and Safety Plan (HASP) must be prepared and implemented for the project. The Contractor must provide a competent health and safety professional to fully assess the site and the work and prepare a site-specific HASP, which will be maintained on-site and adhered to for the duration of the work. The Contractor's on-site workers must each hold training certification under OSHA Hazwoper Health and Safety regulations from 29 CFR 1910.120, appropriate to the level of work the individual is performing or managing on site. The HASP must address regulations for confined space entry (29 CFR 1910.146), applicable portions of 29 CFR 1926, exposure to contaminated materials, safety around excavations and construction equipment, and any other health and safety precautions required to perform the work. The HASP shall identify personal protective equipment (PPE), decontamination procedures, and exclusion/transition/decontamination zones, as well as an ambient air monitoring plan for particulates within the workers breathing zone that includes action levels and mitigation procedures for excessive particulate levels. The Owner's Representative will review and comment on the HASP but will neither approve nor disapprove it. However, it must be provided to the Engineer and NYSDEC prior to mobilization.

A Community Air Monitoring Plan (CAMP) must also be prepared and implemented for the project. The CAMP is outlined in the Remedial Design Work Plan (RDWP) as provided in the Referenced Documents. It shall be implemented for all intrusive / invasive work where there is a potential to disturb contaminated materials. The potential for disturbing contaminated materials is expected for all intrusive / invasive work at the Site. The Contractor shall implement means and methods, and corrective action measures, as necessary to provide a measure of protection from volatile organic compounds (VOCs), particulates (i.e., dust), and odors for the community,

consistent with the CAMP. The Engineer shall provide full time observation and monitoring to determine the effectiveness of the implementation of the CAMP.

## **ARTICLE 2—THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described in Article 1. Such project has been funded in part by a grant from the State of New York Department of Environmental Conservation and Contractor shall be bound to all provisions of the Master Contract for Grants applicable to Contractor's Work. Relevant portions of the Master Contract are attached hereto as Exhibit "A".

The work performed by the Contractor must be in accordance with the terms of Exhibit "A". Nothing contained in this Contract shall impair the rights of the State under the Master Contract for Grants, and nothing contained in this Contract, nor under the Master Contract, shall be deemed to create any contractual relationship between the Contractor and the State.

## **ARTICLE 3—ENGINEER**

- 3.01 The Owner has retained **C&S Engineers, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **Engineer**.

## **ARTICLE 4—CONTRACT TIMES**

### *4.01 Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

### *4.02 Contract Times: Dates*

- A. The Work will be substantially complete on or before **October 1, 2021**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **October 31, 2021**.

### *4.03 Contract Times: Days*

- A. Not used. Refer to 4.02.

### *4.04 Milestones*

- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
1. Not used. Refer to 4.02.

### *4.05 Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time.

Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **\$0** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$2,500.00** for each day that expires after such time until the Work is completed and ready for final payment.
  3. *Milestones:* Not used. Refer to 4.02.
  4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.
- C. ~~*Bonus:* Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor **\$(number)** for each day prior to the time specified above for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus will be limited to **\$(number)**.~~

**Deleted**

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

## ARTICLE 5—CONTRACT PRICE

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

A. For all Work other than Unit Price Work, a lump sum of \$[\_\_\_\_\_].

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

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

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

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

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment)

\$\_\_\_\_\_.

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

## ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 5th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments

will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. ~~[number]~~95 percent of the value of the Work completed (with the balance being retainage).

- 1) ~~If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~

**Deleted**

- b. ~~[number]~~95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion **of the entire construction to be provided under the construction Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and 200 percent or two times the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

#### 6.03 *Final Payment*

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

#### 6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

#### 6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of **maximum allowed by statute** percent per annum.

### ARTICLE 7—CONTRACT DOCUMENTS

#### 7.01 *Contents*

- A. The Contract Documents consist of all of the following:
    1. This Agreement including Exhibit “A”- State of New York Master Contract for Grants Standard Terms and Conditions.

2. Bonds:
  - a. Performance bond (together with power of attorney).
  - b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual.
6. Drawings as listed in the table of contents of the project manual .
8. Addenda (numbers **[number]** to **[number]**, inclusive).
9. Exhibits to this Agreement:
  - a. Referenced Documents - As listed in the table of contents of the project manual
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
  - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to



existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), and in the Supplementary Conditions.

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

This Agreement will be effective on **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

1.

Owner:

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

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

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

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

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

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

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

Address for giving notices:

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

Designated Representative:

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

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

Address:

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

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

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

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

Contractor:

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

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

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

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

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

(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

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

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

Address for giving notices:

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

Designated Representative:

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

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

Address:

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

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

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

License No.: \_\_\_\_\_  
(where applicable)

State: \_\_\_\_\_



# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The document prepared by Contractor, in a form provided by the Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*
    - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
  - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
  - d. A demand for money or services by a third party is not a Claim.
- 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
  - 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
  - 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
  - 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
  - 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
  - 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
  - 17. *Cost of the Work*—See Paragraph 13.01 for definition.
  - 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
  - 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
  - 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
  - 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
  - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
  - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
  - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.\* See Supplementary Conditions
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
  - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
  - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

\* See supplementary conditions for additional definitions



## 1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - 1. does not conform to the Contract Documents;
  - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
  - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
  - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2—PRELIMINARY MATTERS

### 2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### 2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor three (3) printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

### 2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  - 1. \* See Supplementary Conditions
  - 2. a preliminary Schedule of Submittals; and
  - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments

during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner or his representative, Contractor and his Superintendent, Engineer, Resident Project Representative and others, including government representatives having jurisdiction over or official interest in the Project, as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
  - 1. The Progress Schedule will be acceptable to Engineer if it contains at least the specified level of work detail and characteristics and provides for an orderly progression of the Work to completion within any specified milestones and Contract times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
  - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the

recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

### **ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

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

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
  - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
  - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

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

- A. *Standards Specifications, Codes, Laws and Regulations*
  - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective

to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01. \* See Supplementary Conditions
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

#### B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as

possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

### 3.05 *Reuse of Documents*

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

## **ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

### 4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 75th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

### 4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

#### 4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
  - 1. See supplementary Conditions
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

#### 4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
  - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  - 2. Abnormal weather conditions;
  - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
  2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
  3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
  2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
  3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
  4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
  5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

## **ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

### **5.01 *Availability of Lands***

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.



- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

## 5.02 *Use of Site and Other Areas*

### A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
  2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
  - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

### 5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
  2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
  3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
  4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

#### 5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
  2. is of such a nature as to require a change in the Drawings or Specifications;
  3. differs materially from that shown or indicated in the Contract Documents; or
  4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
  - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
  - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
    - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
    - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
    - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
  3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
  4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

#### 5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
  2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
  4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
  5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
  2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
  3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
  4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
  - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
  - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
  3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
  4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

#### 5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 6—BONDS AND INSURANCE**

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

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or



Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond. Contractor and Surety shall jointly complete and execute the Performance and Payment Bond forms included at the end of the Agreement.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

#### 6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Before the effective date of the Agreement, Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of

- policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
  - F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
  - G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
  - H. Contractor shall require:
    - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
    - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
  - I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
  - J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
  - K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent

insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 30 days prior written notice has been given to the purchasing policyholder (10 days for nonpayment of premium). Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

#### 6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
  - 1. include at least the specific coverages required;
  - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
  - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
  - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
  - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
  - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: See Supplementary Conditions
- C. *Property Insurance for Substantially Complete Facilities*: See Supplementary Conditions
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
  1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against

Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

#### **6.06    *Receipt and Application of Property Insurance Proceeds***

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary

for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

## **ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

### **7.01 Contractor's Means and Methods of Construction**

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

### **7.02 Supervision and Superintendence**

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

### **7.03 Labor; Working Hours**

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may

perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

D. See Supplementary Conditions

#### 7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
      - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
      - 3) has a proven record of performance and availability of responsive service; and
      - 4) is not objectionable to Owner.

- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
    - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
    - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

#### 7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
  - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
  - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.



3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. See section 012500 for substitution procedures.
  - a) will certify that the proposed substitute item will:
    1. perform adequately the functions and achieve the results called for by the general design;
    2. be similar in substance to the item specified; and
    3. be suited to the same use as the item specified.
  - b) will state:
    1. the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
    2. whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
    3. whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
  - c) will identify:
    1. all variations of the proposed substitute item from the item specified; and
    2. available engineering, sales, maintenance, repair, and replacement services.
  - d) will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
  - e) See Supplementary Conditions
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a

substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense. See Supplementary Conditions
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

#### 7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor may be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement. \* See Supplementary Conditions.

- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.
- N. \* See Supplementary Conditions

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers,

architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

**7.09**    *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work. \* See Supplementary Conditions

**7.10**    *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.
- B. \* See Supplementary Conditions

**7.11**    *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

#### 7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. \* See Supplementary Conditions

#### 7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.
- K. \* See Supplementary Conditions

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.
- B. \* See Supplementary Conditions

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
  - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determine and verify:
    - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
    - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

- 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
    - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
  2. \*See Supplementary Conditions
  3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
    - a. Contractor shall submit the number of copies required in the Specifications.
    - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
  2. *Samples*
    - a. Contractor shall submit the number of Samples required in the Specifications.
    - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
  3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor. \* See Supplementary Conditions
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
  2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

\* See Supplementary Conditions

**D. *Resubmittal Procedures for Shop Drawings and Samples***

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

**E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs***

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
  - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.



- b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
  - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
  - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

**7.17 Contractor's General Warranty and Guarantee**

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
  - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
  - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
  - 1. Observations by Engineer;
  - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. Use or occupancy of the Work or any part thereof by Owner;
  5. Any review and approval of a Shop Drawing or Sample submittal;
  6. The issuance of a notice of acceptability by Engineer;
  7. The end of the correction period established in Paragraph 15.08;
  8. Any inspection, test, or approval by others; or
  9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

#### 7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

#### 7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
  - 1. Checking for conformance with the requirements of this Paragraph 7.19;
  - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
  - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

## **ARTICLE 8—OTHER WORK AT THE SITE**

### **8.01 *Other Work***

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is

performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

#### 8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
  - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
  - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

#### 8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering

- event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
  2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## **ARTICLE 9—OWNER'S RESPONSIBILITIES**

### **9.01 *Communications to Contractor***

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

#### 9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

### **ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION**

#### 10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

#### 10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

#### 10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

#### 10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.

- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.



#### 10.08 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

### **ARTICLE 11—CHANGES TO THE CONTRACT**

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

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

#### 11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
  - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

#### 11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following

negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
  - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
  - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

#### 11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

#### 11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. See Supplementary Conditions

#### 11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

#### 11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. *Change Proposal Procedures*
  - 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 10 days after the start of the event giving rise thereto, or after such initial decision.
  - 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
    - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
    - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
5. *Binding Decision:* Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion:* Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

#### 11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change. Similarly if Contractor has purchased property insurance for the Project, such insurance shall also be adjusted and proof of adjustment submitted to Owner.

### ARTICLE 12—CLAIMS

#### 12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
  1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
  3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
  4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 10 days) after the start of the event giving

- rise thereto; in the case of appeals regarding Change Proposals within 45 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
  2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
  3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

### 13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
  2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
  3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
    - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
  - c. *Construction Equipment Rental*
    - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
    - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
    - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
  - g. The cost of utilities, fuel, and sanitary facilities at the Site.
  - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
  - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
  - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
  - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
  - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
  - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
  - 6. Expenses incurred in preparing and advancing Claims.
  - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*
- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
    - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.



- b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
    - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
    - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C of the Supplementary Conditions.
  - 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C of the Supplementary Conditions.
- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

#### 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
  - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

#### 13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal

to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. See Supplementary Conditions

#### **ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

##### **14.01 *Access to Work***

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

##### **14.02 *Tests, Inspections, and Approvals***

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval. \* See Supplementary Conditions

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  3. by manufacturers of equipment furnished under the Contract Documents;
  4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

**14.07 Owner May Correct Defective Work**

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

**ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

**15.01 Progress Payments**

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
  - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
  - 2. 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 must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

\* See Supplementary Conditions

*C. Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
- 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work;
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
- 5. \* See Supplementary Conditions Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
- 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
  - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents. \* See Supplementary Conditions

**D. *Payment Becomes Due***

- 1. Thirty days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

**E. *Reductions in Payment by Owner***

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace

injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. The Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. The Contract Price has been reduced by Change Orders;
  - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
  - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
  - l. Other items entitle Owner to a set-off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
  - 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

#### 15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

#### 15.03 *Substantial Completion*

- A. \*See Supplementary conditions



- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

\* See Supplementary Conditions

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when

Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. \* See Supplementary Conditions
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

#### 15.05 *Final Inspection*

- A. \* See Supplementary Conditions

#### 15.06 *Final Payment*

##### A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
  - d. a list of all duly pending Change Proposals and Claims; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other

indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

\*See Supplementary Conditions

- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

\* See Supplementary Conditions

#### 15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

#### 15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such adjacent areas;
  - 2. correct such defective Work;
  - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications. \*See Supplementary Conditions
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed. \*See Supplementary Conditions
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

### 16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

### 16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
  - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
  - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
  - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their

reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

#### 16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 60 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 60 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## ARTICLE 17—FINAL RESOLUTION OF DISPUTES

### 17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
  - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
  - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* \* See Supplementary Conditions For any dispute subject to resolution under this article, Owner or Contractor may:
  - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
  - 2. agree with the other party to submit the dispute to another dispute resolution process; or
  - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

## ARTICLE 18—MISCELLANEOUS

### 18.01 *Giving Notice*

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

### 18.02 *Computation of Times*

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

### 18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if

repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

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

18.09 *Successors and Assigns*

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

18.10 *Headings*

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



# Supplementary Conditions

## SUPPLEMENTARY CONDITIONS

### INTRODUCTORY STATEMENT

**Supplementary Conditions:** These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2018 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

### NOTES TO READER

1. Insofar as format and arrangement of material is concerned, these Supplementary Conditions follow the concepts of the "Guide to the Preparation of Supplementary Conditions," (Document EJCDC No. C-700, 2018 Edition), prepared by the Engineer's Joint Contract Documents Committee.
2. Supplementary Conditions are arranged in the same order as the paragraphs in the General Conditions, and the paragraphs herein bear comparable numbers to those of the General Conditions, but with the prefix "SC." For brevity, paragraph numbers of the General Conditions when appropriate, are referred to herein with the prefix "GC."
3. The terms used in these Supplementary Conditions which are defined in the General Conditions of the construction contract (No. C-700, 2018 Edition) have the same meanings assigned to them in the General Conditions.
4. Administrative procedures which accompany certain subjects covered under the General Conditions and Supplementary Conditions appear in Division 1 of the Specifications. This would apply, for example, to Change Orders and Shop Drawing Submittals.

### ARTICLE 1 – DEFINITION

SC-1.01(A)(37) Add the following to the end of General Condition 1.01(A)(37):

"Shop Drawings include the following:

1. Preprinted material such as illustrations, standard schedules, performance charts, instructions, brochures, diagrams, manufacturer's descriptive literature, catalog data and other data to illustrate a portion of the Work, but not prepared exclusively for this Contract.

2. Drawings, schedules, diagrams and other data prepared specifically for this Contract, by the Contractor or through the Contractor by way of a subcontractor, manufacturer, supplier, distributor or other lower tier contractor, to illustrate a portion of the Work."

SC-1.01(A)(49) Work Terminology: The following definitions are intended to supplement paragraph 1.01(A)(49) of the General Conditions:

1. Furnish or Supply: To supply, deliver, and unload materials and equipment at the project site and inspect for damage.
2. Install: To unpack, place, assemble, erect, apply, finish, cure, protect, and clean, furnished materials and equipment in secured position ready for the use intended.
3. Provide: To furnish or supply, and install.
4. Products: New material, machinery, components, equipment, fixtures, and systems forming the Work. It does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components, if specifically identified for reuse in the Contract Documents."

SC- 1.01(A)( 51) through (52) Add the following definitions:

SC-1.01 (A)(51) Bid Item Description - A separate description of each Bid Item listed in the Bid form. Bid Item descriptions are included in Division 1 of the Specifications.

SC-1.01 (A)(52) "As Shown": Whenever, in the description of any part of the Work, the expressions AS SHOWN, SHOWN ON THE PLANS, or other similar expressions are used, it shall be understood to mean as shown on the Contract Drawings, unless another meaning is plainly indicated.

## **ARTICLE 2 - PRELIMINARY MATTERS**

### **Before Starting Construction**

SC-2.03(A)(1) Delete paragraph 2.03(A)(1) of the General Conditions in its entirety and insert the following in its place:

"1. a preliminary progress schedule indicating the times (dates) for starting and completing the various stages of the Work. Schedule shall include any Milestones specified in the Contract Documents, shall consider time required for submission and approval of Shop Drawing and Sample submittals and for manufacturing lead times and product delivery dates, and shall contain at least the level of detail and other characteristics as identified in the Contract Documents."

SC - 2.03(A)(2) Add the following to the end of paragraph 2.03(A)(2) of the General Conditions:

"Schedule shall allow a minimum of ten (10) working days for Engineer's review after receipt of each submittal and resubmittal (excluding time for transmittal). In preparing schedule, Contractor shall discuss individual submittal requirements with Engineer and shall increase the minimum time allowance for review of complex or voluminous submittals."

### **ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

SC-3.03(A)(1) Add the following sentence at the end of the paragraph: "Contractor's study and checking of the Contract Documents shall include his/her independent verification that the addenda have been accurately and completely incorporated in the documents prior to relying on those documents. Accordingly, Contractor assumes the full risk of working from addenda-incorporated documents."

### **ARTICLE 4 - COMMENCEMENT AND PROGRESS OF THE WORK**

#### **Progress Schedule**

SC – 4.04(A)(1) Delete paragraph 4.04(A)(1) of the General Conditions in its entirety and insert the following in its place:

"Contractor shall submit to Engineer for acceptance (to the extent indicated in paragraph 2.05) proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments shall conform generally to the progress schedule then in effect and additionally shall comply with any provisions of the General Requirements applicable thereto. Engineer's acceptance will not impose on Engineer responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefore. Engineer's review to determine acceptability will be limited to future activities only. By accepting the revised schedule, Engineer does not indicate acceptance of any historic information shown thereon."

### **ARTICLE 5 - SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

#### **Subsurface and Physical Conditions**

SC-5.03(A) In the preparation of Drawings and Specifications, Engineer or Engineer's Consultants have relied upon:

SC-5.03(A) See Referenced Documents.

SC-5.03(B) The following drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site of the Work:

SC-5.03(B) See Referenced Documents.

## **Hazardous Environmental Conditions at Site**

SC-5.06(L) Add the following sub-paragraph SC-5.06(L).

"L. An investigation has been performed to identify the existence of any asbestos, petroleum, and hazardous waste within the scope of Work at the site. Supplementary Conditions SC-5.03(A) identify documents pertaining to that investigation. Contractor shall assume that all existing painted surfaces contain lead, cadmium, and similar hazards, and shall abide by all Federal, State, and local regulations regarding protection of workers, the public and the environment during any work that would disturb those surfaces. Contractor's scope of Work includes these precautions, and no extra payment or other consideration will be given."

## **ARTICLE 6 - BONDS AND INSURANCE**

### **Contractor's Insurance**

GC-6.03 of the General Conditions are supplemented with the following. Where there is a conflict, this supplementary condition will control.

### **TOWN OF CLAY** **INSURANCE REQUIREMENTS**

A. \_\_\_\_\_ (hereinafter referred to as the Developer/Contractor/Vendor) shall furnish:

**ONE ORIGINAL OR ONE CERTIFIED COPY OF THE ORIGINAL POLICY OF INSURANCE, PLUS ONE CERTIFICATE OF INSURANCE** with a brief description of the project or service, and for each of the several kinds of Insurance specified in paragraph B of this section. All of such policies shall be delivered with the required certificate and endorsements where applicable, to the Office of the Attorney for the Town of Clay as follows:

TOWN ATTORNEY'S OFFICE  
CLAY TOWN HALL  
4401 STATE ROUTE 31  
CLAY, NEW YORK 13041

ATTN: LISA VINCITORE, PARALEGAL

Telephone No.: (315) 652-3800

Fax No.: (315) 622-7259

The Developer/Contractor/Vendor shall procure and maintain at their expense without expense to the Town of Clay all of the insurance required herein. Such insurance shall be written by an insurance company authorized to write insurance in the State of New York, shall be drawn on standard forms approved by the New York State Insurance Department and shall protect the Developer/Contractor, his subcontractors, the Town of Clay, the State of New York, and the New York State Department of Environmental Conservation from liability for claims for personal injury, death and property damage which may arise from operations under this Contract.

All property damage insurance shall include coverage for explosion, collapse and underground operations.

B. The kinds and amounts of insurance required to appear on the Certificate are as follows:

(1) **Workmen's Compensation Insurance.** The policy covering the obligations of the Developer/Contractor in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Worker's Compensation Law, covering all operations under the Agreement, whether performed by the Developer/Contractor or by his subcontractors.

The Developers/Contractor shall keep insured during the life of this Agreement such employees in compliance with the provisions of the Workmen's Compensation Law (State Finance Law, Section 142).

(2) **Liability Insurance.** Policy or policies naming the Developers/Contractors as the insured and Town of Clay, State of New York, and the New York State Department of Environmental Conservation as additional insureds on a primary and a non-contributory basis and accompanied with an Additional Insured Endorsement, a Waiver of Subrogation Endorsement, and must be checked on the Certificate next to the policy number, except as otherwise provided below. Such policies shall be furnished as follows below:

(3) **Subcontractor's Liability Insurance.** Without in any way limiting the Developer's liability pursuant to the indemnification provisions of this Agreement, the Developer shall require each Subcontractor to: (a) maintain insurance coverages and limits of liability in accordance with the provisions of this Agreement (though the Umbrella Liability limits required of each Subcontractor may be adjusted, if agreed to by the Owner, in advance of any work being undertaken); and (b) name the Owner, the Architect, the Developer, and their respective officers.

| COVERAGE |  | LIMITS OF LIABILITY  |   |
|----------|--|--|---|
| 1.       | <u><b>Comprehensive General Liability Insurance</b></u><br>Including Bodily Injury and Property Damage, Damage for Premises/Operations, Products and Completed Operations and coverage provided by the General Liability coverage form CG00010 1/96 in connection with work to be completed by the Developer/Contractor and all sub-contractors.<br><br><b>Naming the Town of Clay, State of New York, and New York State Dept. of Environmental Conservation as additional insureds with the endorsement attached</b> | General Aggregate<br>Prod./Comp.Op.Agg<br>Pers. And Adv. Injury<br>Each Occurrence<br>Fire Damage<br>Medical Expense | \$2,000,000.00<br>\$2,000,000.00<br>\$1,000,000.00<br>\$1,000,000.00<br>\$50,000.00<br>\$5,000.00 |
| 2.       | <u><b>Automobile Liability Insurance</b></u><br>Including Bodily Injury and Property Damage for the operation of <b>Any Auto</b> (Symbol 1) used in connection with work to be completed by the Developer/Contractor and all sub-contractors<br><br><b>Naming the Town of Clay, State of New York, and New York State Dept. of Environmental Conservation as additional insureds with the endorsement attached</b>   | Comb. Single Limit   | \$1,000,000.00  |
| 3.       | <u><b>Umbrella Liability Insurance</b></u><br>Providing additional limits of liability over and above the General Liability and Automobile Liability Coverage's outlined in this section   | Each Occurrence<br>Aggregate<br>Self-Insured Retention   | \$5,000,000.00<br>\$5,000,000.00<br>\$10,000.00   |
| 4.       | <u><b>Owner's Protective Liability Insurance</b></u><br>Providing liability coverage, including Owner's Landlord's & Tenant's Liability, for damages imposed by law upon the Town of Clay with respect to all operations under the Agreement performed by the Developer/Contractor and all sub-contractors, <b>Town of Clay is named insured**** (Original policy to be sent to Town of Clay)</b>  | Aggregate<br>Each Occurrence   | \$2,000,000.00<br>\$1,000,000.00  |

In addition to the coverage outlined above, the following conditions are agreed to by the Developer/Contractor/Vendor.

The Developers/Contractors/Vendor shall indemnify the Town of Clay against liability for claims, demands, loss, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against it by reason of any omission or act of the

Developers/Contractors/Vendor, their agents or employees, all sub-contractors, his or their agents or employees, including also any omission or supervisory act of the Town of Clay, its employees or agents, in the performance of this Agreement, and shall hold the Town of Clay harmless therefrom.

## **GUARANTEE**

The Developer/Contractor/Vendor shall guarantee all the work and equipment furnished under the Contract/Agreement against any defects in workmanship or materials for a period of two (2) years following the date of final acceptance of the work by the Town of Clay. Under this guarantee, the Developer/Contractor agrees to make good without delay, at his own expense, any failure of such parts due to faulty materials, construction, installation, or to the failure of any such equipment to successfully perform all the work put upon it within the limits of the specifications and further shall make good any damage to any part of the work caused by such failure. **The Developer/ Contractor also agrees that any Letter of Credit shall fully cover all guarantees contained in this paragraph. Items replaced or rebuilt shall carry a two (2) year guarantee from the date of acceptance of the replacement or repairs.**

The Town of Clay **must** be given thirty (30) days written notice prior to cancellation and/or non-renewal by the Developer/Contractor of any of the aforesaid policies by the issuing insurance company, agents and/or representatives whether such policies are for named insured or additional insured.

The issuing insurance company, agents and/or representatives shall set forth in writing that there are no pending claims against the insured and/or that there is ample coverage remaining to cover insured in the event of a claim.

Such insurance as is herein required (1) applies to all operations of said insured in connection with the work required by the provisions of the documents forming the contract, (2) also applies on the effective dates stated, whether or not the Contract Documents between the insured contractor's and the Town have been executed, and (3) is written in accordance with the company's regular policies and endorsements.

## **Property Insurance**

SC-6.04(B) and (C) Delete paragraphs 6.04(B) and 6.04(C) of the General Conditions in its entirety and insert the following in its place:

"B. Contractor shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. Include the interests of Owner, Contractor, Subcontractors, Engineer, Engineer's Consultants and any other persons or entities identified in the Supplementary Conditions,

each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework and work in transit and shall insure against at least the following perils: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement Laws and Regulations, water damage, and such other perils as may be specifically required by the Supplementary Conditions;
3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
4. Cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer; and
5. Be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor AND Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued."

C. The policies of insurance required to be purchased and maintained by Contractor in accordance with this paragraph 6.04(B) shall comply with the requirements of paragraph 6.02(N) of the General Conditions.

## **ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES**

### **Labor; Working Hours**

Add the following subparagraph 7.03(D) to paragraph 7.03 of the General Conditions:

"D. The Contractor and every subcontractor shall pay employees no less than the wage rates established for each trade or occupation listed in the Prevailing Wage Rate Schedule issued by the New York State Industrial Commissioner, or if the Owner be a City, by the Comptroller or other analogous officer of such City.

Minimum wages required to be paid shall include supplements for hospital, surgical, medical or other benefits as determined by the State Labor Law. If for any reason at any time the State of New York or the proper City Office, shall in any way supplement, change or amend such Prevailing Wage Rate Schedule, then the Contractor, Subcontractor or other person about or upon such public work shall follow such Schedule as supplemented, changed or amended. In no case shall the Contractor be entitled to any additional compensation or extras because of any supplement, change, redetermination or amendment of the Prevailing Wage Rate Schedule."



Add the following subparagraph 7.03(E) to paragraph 7.03 of the General Conditions:

E. 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. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

### **“Or Equals”**

Replace subparagraph 7.05(A)(1)(a)(4) of the General Conditions with the following subparagraph:

4) is not objectionable to Owner or the New York State Department of Environmental Conservation.

### **Substitutes**

SC-7.06(A)(3) Substitute Items: Add the following language at the end of paragraph 7.06(A)(3) of the General Conditions:

"e. If the substitute item requires modifications to the structures, piping, layouts, etc., detailed on the drawings, the application shall also include details of proposed modifications necessary to accommodate the substitute item. Such details shall include scaled layouts, dimensions and other pertinent information to enable the Engineer to accurately assess the entire application. If the substitute item and proposed modifications are approved, the Contractor, at no additional cost to the Owner, shall do all work necessary to make such modifications and absorb all costs of any related changes imposed on other contractors. Final details of such modifications shall be prepared and submitted by the Contractor for approval under the Shop Drawing requirements specified elsewhere."

SC-7.06(E) Contractor's Expense: Add the following language at the end of subparagraph 7.06(E) of the General Conditions:

"In order to aid the Engineer in determining the equality of a proposed 'or equal' or substitute item (when compared to the item actually specified), the Contractor shall arrange for the performance of any tests requested by the Engineer. Engineer shall determine the nature, extent, tester and degree of supervision of such tests. Certified test results shall be mailed directly to the Engineer for all tests requested. All costs of such tests, including engineering costs, shall be borne by the Contractor."

## **Concerning Subcontractors and Suppliers**

SC-7.07(F) Add the following language to the end of paragraph 7.07(F) of the General Conditions:

"However, no increase in Contract Price will be allowed to cover a substitute if acceptance is revoked by the Owner or Engineer:

- a. Of a Supplier, person or organization who cannot meet the specifications covering the item of material or equipment which he is to furnish, or
- b. Of a subcontractor identified on Contractor's list who cannot perform the work designated by such listing for legal reasons including but not limited to, the fact the subcontractor is unlicensed to perform that particular aspect of work; is blacklisted because of labor violations; or subcontractor and/or its employees do/does not have the necessary safety training per 29 CFR 1910.120, "Hazardous Waste Operations and Emergency Response."

## **Permits**

SC-7.09(A) Add the following sentence to paragraph 7.09(A) of the General Conditions:

"When construction permits are accompanied by regulations or requirements issued by a particular authority or agency, it shall be the Contractor's responsibility to familiarize himself and comply with such regulations or requirements as they apply to his operations on the project."

## **Taxes**

SC-7.10(B) Add the following new subparagraph SC-7.10(B):

“ B. The Owner 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 to be sold to the Owner pursuant to this Contract. Also exempt from such taxes are purchases by the Contractor and his subcontractors of materials, equipment and supplies to be sold to the Owner pursuant to his Contract, including tangible personal property to be incorporated in any structure, building or other real property forming part of the Project.

## **Record Documents**

SC-7.12(A) Delete the last sentence of General Condition 7.12(A) and replace with the following:

"Prior to Contractor notifying Engineer that the entire Work is substantially complete, Contractor shall deliver to Engineer for Owner one copy of current record documents and required operation and maintenance data. Upon final completion, Contractor shall submit a separate updated set of final record documents and the remaining sets of updated operation and maintenance data, as well as Samples and Shop Drawings."

Add SC-7.12(B) as follows:

"B. If Owner partially utilizes any portion of the project in accordance with General Condition 15.04(A), Contractor shall provide Engineer for Owner, a complete set of record documents current to the date of Owner's utilization, together with a copy of all required operation and maintenance data relating to the portion of the project being utilized. Contractor shall submit said documents prior to Owner accepting the portion of the project to be used as substantially complete."

## **Safety and Protection**

SC-7.13(K) Add the following new subparagraph 7.13(K) after the existing text:

"K. Effective July 18, 2008, New York State Labor Law requires for every contract for the construction, reconstruction, maintenance and/or repair of public work to which the State or a municipality is a party, where the total cost of all work to be performed under the Contract is at least 250,000 dollars, all laborers, workers and mechanics employed performing Work of the Contract on the work site be certified as having successfully completed an OSHA 10-hour Construction Safety course. This requirement applies to the Contractor, subcontractors and other persons."

## **Emergencies**

SC-7.15 Add the following new subparagraph 7.15(B) at the end of paragraph 7.15 of the General Conditions:

"B. Contractor shall designate one person to respond to emergencies and act on the Contractor's behalf during off-work hours at the project site. The person's name, address, telephone and 24 hour phone number shall be provided to the Owner during the preconstruction conference and the designated person shall be on call during off-work hours. Response time shall not exceed one hour after notification is given by Owner or Engineer that an emergency exists at the project site."

## **Submittals**

SC-7.16(A)(2) Paragraph 7.16(A)(2) of the General Conditions is deleted and replaced with the following:

"2. Each submittal shall be stamped with the following certification statement, signed and dated by the Contractor's designated individual:

Certification Statement: By this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data and I have checked and coordinated each item with other applicable approved shop drawings and all Contract requirements."

## **Engineer's Review of Shop Drawings and Samples**

SC-7.16(B)(3) Add the following language to subparagraph 7.16(B)(3) of General Conditions:

“If such related Work is unacceptable to Engineer, or is incompatible with or does not conform to the requirements of the subsequently reviewed Shop Drawings, Contractor shall correct or replace such Work at his own expense as well as the Work of other prime contractors whose Work is affected in any way.”

SC-7.16(C)(9) Add the following new subparagraph to GC-7.16(C):

9. The terms appearing on Engineer's Shop Drawing Review Stamp to denote results of Engineer's review of Contractor's submitted data have the following meanings, including procedures for disposition of the various copies of such data:

- a. "Approved" if no change or rejection is made. All but three (3) copies of the submitted data will be returned.
- b. "Approved as Noted" if minor changes or additions are made, but resubmittal is not considered necessary. All but three (3) copies of the submitted data will be returned and all copies will bear the corrective marks.
- c. "Revise and Resubmit" if the changes requested are extensive. In this case, resubmittal after correction is necessary and the same number of copies shall be included in the resubmittal as in the first submittal. One (1) copy of the first submittal will be retained by the Engineer's office and only two (2) copies will be returned unless the Contractor has requested the return of additional copies as set forth above. All other copies will be destroyed.
- d. "Rejected" if it is considered that the data submitted cannot with reasonable revision meet the requirements of the Plans and Specifications. As in "c." above, only two (2) copies will be returned unless additional copies have been requested. One (1) copy will be retained by the Engineer's office and all others will be destroyed.
- e. "Submit Specified Item" if the data submitted is not clear, complete, or for other reasons cannot be examined by the Engineer to establish compliance with the Plans and Specifications. Only two (2) copies will be returned to the Contractor, one (1) copy will be retained by the Engineer and all other copies will be destroyed.

SC 7.20 Add the following new paragraph immediately after Paragraph SC 7.19(G):

### **SC 7.20 General Municipal Law, Section 108**

This contract shall be void and of no effect unless the person or corporation making or performing such contract shall secure workmen's compensation insurance for the benefit of, and

keep insured during the life of such contract, such employees, in compliance with the provisions of NYS General Municipal Law, Section 108.

## **ARTICLE 8 - OTHER WORK AT THE SITE**

### **Related Work at Site:**

SC-8.01 Add the following subparagraphs to paragraph 8.01 of the General Conditions:

- G. Owner does not anticipate letting other direct contracts for the project.
- H. Owner does not anticipate performing any Work on the project with his own forces.

## **ARTICLE 9 - OWNER'S RESPONSIBILITIES**

(No Amendments to the General Conditions)

## **ARTICLE 10 - ENGINEER'S STATUS DURING CONSTRUCTION**

### **Project Representative**

#### *10.03 Resident Project Representative*

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
  - 1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
  - 2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
  - 3. *Liaison*
    - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.

- b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
- c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.

#### 4. *Review of Work; Defective Work*

- a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
- b. Observe whether any Work in place appears to be defective.
- c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.

#### 5. *Inspections and Tests*

- a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
- b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.

#### 6. *Payment Requests: Review Applications for Payment with Contractor.*

#### 7. *Completion*

- a. Participate in Engineer's visits regarding Substantial Completion.
- b. Assist in the preparation of a punch list of items to be completed or corrected.
- c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- d. Observe whether items on the final punch list have been completed or corrected.

#### 8. *Community Air Monitoring Plan (CAMP)*

- a. The RPR will provide volatile organic compound (VOC) and dust monitoring in accordance with the Community Air Monitoring Plan (CAMP) specified in the Remedial Design Work Plan (RDWP) included in the Referenced Documents.

#### 9. *Sampling and Analysis*

- a. The RPR will collect necessary soil samples to serve as confirmation sampling for the remedial efforts.

D. The RPR will not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Authorize Owner to occupy the Project in whole or in part.

## **ARTICLE 11 - CHANGES TO THE CONTRACT**

Delete all of paragraphs 11.07(B) of the General Conditions and substitute in their place the following:

B. The value of any Work covered by a Change Order or any claim for an increase or decrease in the Contract Price shall be determined by one of the following methods:

1. By such applicable unit prices, if any, as are set forth in the Contract; or
2. If no such unit prices are so set forth, then by unit prices or by a lump sum mutually agreed upon by the Owner and the Contractor; such unit or lump sum being arrived at by estimates of reasonable value prepared in general conformance with outline set forth in paragraph 3 below or
3. Where there are no applicable unit prices and agreed lump sum prices cannot be readily established or substantiated, the Contractor shall be paid the actual and reasonable cost of:
  - a. Necessary materials (including transportation to the site). Material used, if acquired by direct purchase, must be covered by receipted bills or acceptable invoices. All prices on used material incorporated in either temporary or permanent work shall be billed at a fair value, less than the original cost when new. A reasonable salvage credit shall be given for all salvageable material recovered. Salvage value of

substantial material recovered must be determined jointly by the Contractor and the Engineer; plus

- b. Necessary direct labor charges. Each class of labor shall be billed separately at actual payroll rates. Average rates based on different classes of labor, will not be accepted; plus
- c. Payments required to be made to labor organizations under existing labor agreements; plus
- d. Equipment and plant rentals, other than small tools; plus
- e. Compensation for profit and overhead as prescribed in paragraph 11.4.

In calculating the cost of equipment and plant rentals, the base hourly rates shall be the daily rate as listed in the current Rental Rates for Construction Equipment prepared by Associated Equipment Distributors divided by eight (8); thereafter

The first 20 hours will be paid at 90% of the above base hourly rate; for 21 to 40 hours, the rate will be 80% of the above base hourly rate; and

For over 40 hours, the rate will be 45% of the above base hourly rate.

The number of hours to be paid for shall be the number of hours that the equipment or plant is actually used in performing the work of the Change Order.

Equipment to be used by the Contractor shall be specifically described and be of suitable size and suitable capacity required for the work to be performed. In the event the Contractor elects to use equipment of a higher rental value than that suitable for the work, payment will be made at the rate applicable to the suitable equipment. The equipment actually used and the suitable equipment paid for will be recorded as part of the record for the work performed. The Engineer will determine the suitability of the equipment. If there is a differential in the rate of pay of the operator of oversize or higher rate equipment, the rate paid for the operator will likewise be that for the suitable equipment.

In the event that a rate is not established in the Associated Equipment Distributors Rental Rates for a particular piece of equipment or plant, the Owner shall establish a rate for that piece of equipment or plant that is consistent with its cost and use.

It is mutually understood that the base daily rates include all costs incidental to equipment and plant rentals including cost of moving to and from the site.

- C. If methods 2 or 3 are used, the Contractor may add twenty percent (20%) to the total cost of material, equipment, plant rentals and direct labor, as his only compensation for profit and overhead, except that the 20% shall not be applied to the premium portion of overtime pay.



If any of the work is performed by a subcontractor, the Contractor shall be paid the actual and reasonable cost of such subcontracted work computed as outlined above or on such other basis as might be approved by the Owner, plus an additional allowance of five percent (5%) to materials and direct labor to cover the Contractor's profit, superintendence, administration, insurance and other overhead. The cost of the premium portion of overtime pay shall be excluded when computing the above described charges for profit and overhead.

D. Overhead may be defined to include the following items:

1. Premium on bond;
2. Premium on insurance required by the State, Workmen's Compensation Insurance, public liability and property damage insurance, unemployment insurance, Federal old-age benefits, other payroll taxes and such reasonable charges that are paid by the Contractor pursuant to written agreement with an employee;
3. All salary and expenses of executive officers, supervising officers or supervising employees;
4. All clerical or stenographic employees;
5. All charges for minor equipment, such as hand tools, small hand held power tools, including shovels, picks, axes, saws, bars, sledges, lanterns, jacks, cables, pails, wrenches, etc., and other miscellaneous supplies and services including: ladders, scaffolds, safety equipment, reusable forms, administrative or personal vehicles or equipment; and

E. Regardless of the method of payment (1, 2 or 3), the Contractor will be required to submit evidence satisfactory to the Owner to substantiate each and every item that constitutes his proposal of the value of the change.

The Owner will determine by which of the methods, 1, 2 or 3, the value of the change shall be computed.

The provisions hereof shall not affect the power of the Contractor to act in case of emergency as provided elsewhere in the General Conditions.

F. In computing the value of a Change Order (under methods 2 or 3), which involves additions and deductions of work:

1. If the cost of the added work exceeds the cost of the omitted work, Contractor's overhead and profit shall be computed on the amount by which the added work exceeds the omitted work.

2. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
3. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
4. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

## **ARTICLE 12—CLAIMS**

(No Amendments to the General Conditions)

## **ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### **SC-13.03(E) Unit Price Item Descriptions**

Add the following language to paragraph 13.03 of the General Conditions:

"Each Unit Price Item has a Unit Price Bid Item Description Page which lists the work included under that item and certain other parameters, the details of which appear in the General Requirements if unit price work is utilized on the project. Discrepancies or omissions in Unit Price Item Descriptions shall not be construed as relieving the Contractor of the responsibility of performing the entire work included in his Contract as shown on the Contract Drawings and described in the Specifications at the bid unit prices, without increases. If it is found that some aspect of the work required under this Contract was not listed in any of the Unit Price Item Descriptions, the Engineer shall determine under which of the existing unit price items the work shall be paid."

### **SC-13.03 (F) Adjustment of Unit Prices**

Add the following new subparagraph 13.03(F) after 13.03(E)

"Where the quantity of any item of Unit Price Work performed by Contractor differs by more than 20 percent from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may make a claim for an increase in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such increase.

Similarly, if Owner believes that the Contractor's Unit Price for any such item is no longer commensurate with the quantity of Work performed by Contractor under that item because the above variation limit has been exceeded and if Owner believes Owner is entitled to a credit as a result thereof, Owner may make a claim for a decrease in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such decrease."

### **SC-13.03 (G) Application of Adjusted Unit Prices**

Add the following new subparagraph 13.03(G) after 13.03(F):

"In determining the amount of any increase or decrease in an item of Unit Price Work, the adjusted unit price shall be applied as follows:

1. Quantity Overruns: The adjusted unit price shall be applied only to the difference between the total quantity of completed work and the calculated bid quantity at the variation limit.
2. Quantity Underruns: The difference between the adjusted unit price and the original bid unit price shall be applied to the total quantity of work completed."

## **ARTICLE 14 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### **Tests and Inspections**

SC-14.01(A) Add the following language to paragraph SC-14.01(A) of the General Conditions:

Add "the New York State Department of Environmental Conservation" as an entity that has access to the site.

SC-14.02(C) Add the following language to paragraph 14.02(C) of the General Conditions:

"Inspectors and testing laboratories shall be acceptable to Engineer, and Contractor shall submit evidence of their qualifications to Engineer prior to any inspections or tests, if requested by Engineer."

## **ARTICLE 15 - PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

### **SC-15.01(B) Application for Progress Payment**

Add the following sentence to 15.01(B)(1) of the General Conditions:

"Contractor shall submit certified payrolls along with the Applications per New York State Labor Law, Article 8, Section 220, paragraph 3-a.

Add the following paragraphs to paragraph 15.01(B) of the General Conditions:

"5. Subject to Owner's approval, Engineer will establish a uniform cut-off date for each month to determine the dollar value of the completed work and amount of payment to Contractor covering his operations during the preceding period."

"6. Contractor may request payment for delivered materials and equipment if he can demonstrate to Owner's satisfaction that such item(s) are those required for incorporation in the work and that the following submittals are valid and in proper order:

- a. If the materials or equipment are delivered on or off the site, the application for payment shall be accompanied by the following:
  - i. Invoice or Bill of Sale from supplier or manufacturer showing destination, inventory or description, and dollar value of item(s) delivered.
  - ii. Packing slip showing date of delivery and carrying a notation by Engineer, Resident Project Representative, [or Owner's Representative] to the effect that, based on a visual examination of the packaged item(s), the item(s) appears to be in satisfactory condition and has been satisfactorily stored. Such notation shall not be construed as final acceptance of the item(s).
  - iii. Proof of property damage insurance coverage in amount of 100 percent of the value of the stored item(s). As a minimum, the certificate shall name not only the Contractor, but also the Owner (as Additional Named Insured) to provide fire, extended coverage, vandalism and malicious mischief insurance for the stored item(s).
- b. If the materials or equipment are delivered to an off-site warehouse, which must be located within a reasonable distance of the site, the following additional data must accompany the application:
  - i. In lieu of the Packing Slip (above), a copy of the shipping receipt from the warehouse indicating that the item(s) was delivered and stored at the warehouse, including date of delivery and inventory listing thereof. The receipt shall carry a notation by Engineer, Resident Project Representative, [or Owner's Representative] to the effect that, based on a visual examination of the packaged item(s), the item(s) appears to be in satisfactory condition and has been satisfactorily stored. Such notation shall not be construed as final acceptance of the item(s).
  - ii. Copy of letter from Contractor to the warehouse directing that the stored item(s) not be released except upon authorization of both Contractor, Engineer, Resident Project Representative, [or Owner's Representative].

- iii. Letter from Contractor's surety company to Engineer consenting to payment for the stored item(s) in accordance with the Contract Documents. The letter must identify the item(s) for which the consent is given.
- c. The amount requested for payment of stored materials or equipment shall not include any of the Contractor's overhead, profit or other unrelated costs, and shall not exceed the price indicated for the item in the Schedule of Values submitted by the Contractor."

## **Review of Applications**

SC-15.01(C)(5) Add the following language in front of the first sentence of General Condition paragraph 15.01(C)(5):

"Engineer will refuse to recommend any payment, regardless of amount otherwise due, unless any updated progress schedule required by the Contract Documents has been submitted by Contractor and found acceptable to Engineer."

SC-15.01(C)(6)(e) Add the following language to the end of subparagraph 15.01 (C)(6)(e) of the General Conditions, as follows:

"Add the following language to the end of subparagraph 14.7.4: "or Contractor has failed to submit certifications, affidavits, schedules, or other written information when and as required in the Contract Documents, or Contractor has failed to submit shop drawings in accordance with the shop drawing schedule."

## **Substantial Completion:**

SC-15.03(A) Delete the first sentence of General Condition 15.03(A) and replace with the following:

"When Contractor considers the entire Work ready for its intended use, and after completion of required instruction of Owner's personnel in proper operation and maintenance of the Work and delivery of current record documents and operation & maintenance data to Engineer for Owner in accordance with General and Supplementary Condition 6.19, Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion."

SC- 15.03(G) Add the following new subparagraph 15.03(G)

"G. Once the project is deemed substantially complete in accordance with this paragraph 15.03 of the General Conditions, Contractor shall apply for in its next progress payment request, and Owner will pay as its next progress payment to Contractor, an amount sufficient to increase total payments to Contractor to 100% of the final contract price, less a retained amount which shall equal two times the dollar value of any work remaining to be completed, as determined by

Engineer and agreed to by Owner; less retained amounts necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged; and less any other sums which may be lawfully deducted, the net retained amount being termed the "Final Payment." If Engineer's Certificate of Substantial Completion contains a list of items to be completed or corrected, Contractor's first application for payment after issuance of notice of Substantial Completion shall also include Contractor's schedule for completing or correcting such items."

### **Partial Use or Occupancy**

SC 15.04(A)(2) Add the following sentence to end of subparagraph 15.04(A)(2) of the General Conditions:

"However, the Owner reserves the right to delay accepting, using, or operating any part of the Work until the entire Work is completed."

### **Final Inspection**

SC 15.05(A) Paragraph 15.05(A) of the General Conditions is hereby deleted in its entirety and the following is substituted in its place:

"A. When Contractor considers Work or an agreed upon portion thereof is complete, written certification shall be submitted stating that the Work is ready for final inspection, and specifically indicating that the Contractor has:

1. Reviewed Contract Documents
2. Completed Work in accordance with Contract Documents, and all deficiencies listed with Certificate of Substantial Completion have been corrected.
3. Inspected Work for compliance with Contract Documents.

After receipt of such certification and after completion of Contractor's cleaning of the area and equipment in accordance with Sub-part entitled "Final Cleaning" in this Section, Engineer will make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies."

### **Application for Payment**

SC-15.06(A)(4) Add the following new subparagraph 15.06(A)(4) to the General Conditions:

"4. The application shall be made on forms provided by the Engineer. By signing the application and certificate for payment, the Contractor certifies that the total cost of the Work and the amount due the Contractor for payment is full compensation for all Work done under the

terms of the contract in its original form; that the payment is full compensation for all Work ordered to be done under Change Orders; and that the payment is full compensation for all other Work done by the Contractor and for all damages, losses, and expense incurred by the Contractor for doing and furnishing everything relating to or arising out of the Work, and that the Contractor waives all right to claim or receive any further compensation in addition to that provided for in the Final Payment except as provided in subparagraph 15.07(B)."

### **Final Payment and Acceptance**

SC 15.06(F) Add the following new subparagraph 15.06(F) to the General Conditions:

"Until the Contractor certifies the Final Application for Payment, the Owner will retain five percent (5%) of the dollar value of all Work done by the Contractor, as shown by the application. The final payment will include amounts retained from all prior payment applications and the amounts retained to satisfy any claims, liens or judgments against Contractor if evidence satisfactory to Owner is promptly furnished that such claims, liens or judgments were suitably discharged. Any claims, liens or judgments referred to in these Contract Documents shall pertain to the project and must be filed in accordance with the terms of the applicable contract and/or applicable laws."

## **Correction Period**

SC-15.08(D) Add the following phrase to the last sentence of the subparagraph 15.08(D) of the General Conditions:

"or if set forth in the Partial Certificate of Substantial Completion issued under paragraph 15.04"

SC-15.08(E) Add the following language to subparagraph 15.08(E) of the General Conditions:

A new one year correction period shall commence to run on the date when Contractor replaces "defective" work with "non-defective" work, but such guarantee shall apply only to the actual components of the work newly installed as a result of the corrective action.

All related components of the work not showing defects shall be exempt from the additional guarantee, except that the original guarantee on a related component shall be extended for a period of time corresponding to the period of non-use of such component if it cannot be used or placed in service due to the condition of the original "defective" work, and/or for the time period that such component is taken out of service in order to replace the "defective" work.

## **ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

(No Amendments to the General Conditions)

## **ARTICLE 17 - FINAL RESOLUTION OF DISPUTES**

SC 17.01(B) Add the following statement to the beginning of 17.01(B) of the General Conditions:

"No agreement has been reached between Owner and Contractor on the method and procedure for resolving disputes between them."

## **ARTICLE 18 - MISCELLANEOUS**

(No Amendments to the General Conditions).



# **PROCUREMENT AND CONTRACTING REQUIREMENTS**

## **ATTACHMENTS**

# **State of New York – Master Contract for Grants**

**STATE OF NEW YORK  
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

**WITNESSETH:**

**WHEREAS**, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

**WHEREAS**, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

**NOW THEREFORE**, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

**STANDARD TERMS AND CONDITIONS**

**I. GENERAL PROVISIONS**

**A. Executory Clause:** In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

**B. Required Approvals:** In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master 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, and filed with, the AG and OSC.

**Budget Changes:** An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

### **C. Order of Precedence:**

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2<sup>1</sup>, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2<sup>2</sup>, Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

**D. Funding:** Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

**E. Contract Performance:** The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

**F. Modifications:** To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

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<sup>1</sup> To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

<sup>2</sup> To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V). Contract Number: # DEC01-C00769GG-3350000

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

**G. Governing Law:** The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

**H. Severability:** Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

**I. Interpretation:** The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

**J. Notice:**

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
  - a) by certified or registered United States mail, return receipt requested;
  - b) by facsimile transmission;
  - c) by personal delivery;
  - d) by expedited delivery service; or
  - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the

Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

**K. 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. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

**L. 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 the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master 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 OSC.

**M. Indemnification:** The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

**N. Non-Assignment Clause:** In accordance with Section 138 of the State Finance Law, the Master 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 State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**O. Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from

any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

**P. No Arbitration:** Disputes involving the Master 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.

**Q. Secular Purpose:** Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

**R. Partisan Political Activity and Lobbying:** Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

**S. Reciprocity and Sanctions Provisions:** The Contractor is hereby notified that if its 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 it offers shall 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 it be denied contracts which it would otherwise obtain.<sup>3</sup>

**T. Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

**U. Non-Collusive Bidding:** By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor’s behalf.

**V. Federally Funded Grants and Requirements Mandated by Federal Laws:** All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent that the Master Contract is funded in whole or part with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

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<sup>3</sup>As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

## II. TERM, TERMINATION AND SUSPENSION

**A. Term:** The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

**B. Renewal:**

**1. General Renewal:** The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

**2. Renewal Notice to Not-for-Profit Contractors:**

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.



## **C. Termination:**

### **1. Grounds:**

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

### **2. Notice of Termination:**

- a) Service of notice: Written notice of termination shall be sent by:
  - (i) personal messenger service; or
  - (ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

### ***3. Effect of Notice and Termination on State's Payment Obligations:***

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

### ***4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:***

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

**D. Suspension:** The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

### **III. PAYMENT AND REPORTING**

#### **A. Terms and Conditions:**

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, 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.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

## **B. Advance Payment and Recoupment:**

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

## **C. Claims for Reimbursement:**

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:<sup>4</sup> Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:<sup>5</sup> Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:<sup>6</sup> Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:<sup>7</sup> The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

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<sup>4</sup> A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

<sup>5</sup> Fee for Service is a rate established by the Contractor for a service or services rendered.

<sup>6</sup> Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

<sup>7</sup> Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

- h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).
- i) Fifth Quarter Payments:<sup>8</sup> Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.
3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

#### **D. Identifying Information and Privacy Notification:**

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number,

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<sup>8</sup> Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

(ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. 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 principle 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. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

#### **E. Refunds:**

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

**F. Outstanding Amounts Owed to the State:** Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

#### **G. Program and Fiscal Reporting Requirements:**

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
- (ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)
- (iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.
- (iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
- (v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.



- (ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

#### **H. Notification of Significant Occurrences:**

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

### **IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

#### **A. Contractor as an Independent Contractor/Employees:**

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

**B. Subcontractors:**

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting

Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

**C. Use Of Material, Equipment, Or Personnel:**

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

**D. Property:**

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
  - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
  - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
  - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
  - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
  - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
  - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any

Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

## **E. Records and Audits:**

### **1. General:**

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders,

detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), 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.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law 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 Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

## **2. Cost Allocation:**

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

## **3. Federal Funds:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

**F. Confidentiality:** The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**G. Publicity:**

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

**H. Web-Based Applications-Accessibility:** Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility

Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

**I. Non-Discrimination Requirements:** Pursuant to 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 and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. 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 the Master Contract shall be performed within the State of New York, the 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 the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the 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 the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

**J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises:** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State 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 State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State 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 the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall 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, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, 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 shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State 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 State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**K. 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.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:
  - a) The Contractor has made reasonable efforts to encourage the participation of 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 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 the Master Contract and agrees to cooperate with the State in these efforts.

**L. Workers' Compensation Benefits:**

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

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

**M. Unemployment Insurance Compliance:** The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

**N. Vendor Responsibility:**

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may

obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

- a) to require updates or clarifications to the Questionnaire upon written request;
- b) to inquire about information included in or required information omitted from the Questionnaire;
- c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
  - b) the State's discovery of any material information which pertains to the Contractor's responsibility.
7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non- responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

**O. Charities Registration:** If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

**P. Consultant Disclosure Law:**<sup>9</sup> If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**Q. 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. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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<sup>9</sup> Not applicable to not-for-profit entities.

## **ATTACHMENT A-1 PROGRAM SPECIFIC TERMS AND CONDITIONS**

### **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").

#### **A) AGENCY SPECIFIC TERMS AND CONDITIONS**

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

### **III. 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 DEC 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 DEC 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:

Mr. Theodore Bennett, Director  
Bureau of Program Management  
NYS DEC, Division of  
625 Broadway, 12th Floor  
Albany, NY 12233-7012  
(518) 402-9741

The designated appeal individual to review decisions is:

Mr. Michael J. Ryan, P.E., Director  
NYS DEC, Division of Environmental Remediation  
625 Broadway, 12th Floor  
Albany, NY 12233-7011  
(518) 402-9706

The Chair of the Contract Review Committee is:

Department of Environmental Conservation  
Nancy W. Lussier, Chair  
Contract Review Committee  
625 Broadway  
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 Deputy Commissioner for Administration who shall render the final DEC 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 DEC 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.

#### **IV. 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.

#### **V. Litigation Support**

In the event 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. Any compensation paid to the Contractor under this paragraph will be negotiated and based on the rates established in the contract, or as may otherwise be provided in the contract. No compensation for such support will be paid if the litigation is the result of the Contractor's misconduct, negligence or omissions.

#### **VI. Inventions or Discoveries**

The Scope of work of this agreement shall not include any inventions. If however, an invention results from this project it shall be owned as follows:

Any invention or discovery first made or conceived and reduced to practice in the performance of this Contract solely by the Contractor shall remain with the Contractor; provided that the Contractor shall grant to the Department and the State a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for on behalf of the Department and the State the subject copyright throughout the world, where the Contractor is able to do so.

Any invention or discovery made or conceived and reduced to practice in the performance of this Contract solely by Department or State shall remain with the State; provided that the Department or State shall grant to the Contractor a nonexclusive, nontransferable, irrevocable, paid-up license to use for non-commercial research, educational, and public service purposes.

Any invention or discovery made or conceived and reduced to practice in the performance of this Contract jointly by Contractor and Department or State in the performance of this work shall be jointly held by the Contractor and Department or State.

#### **VII. Intellectual Property and Copyright Materials**

- (a) Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created solely by Contractor in the performance of this work shall remain with the Contractor; provided that the Contractor shall grant to the Department and the State a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for on behalf of the Department and the State the subject copyright throughout the world, where the Contractor is able to do so.

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created solely by Department or State in the performance of this work shall remain with the State; provided that the Department or State shall grant to the Contractor a nonexclusive, nontransferable, irrevocable, paid-up license to use for non-commercial research, educational, and public service purposes.

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created jointly by Contractor and Department or State in the performance of this work shall be jointly held by the Contractor and Department or State.

#### **VIII. 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.

**IX. Freedom of Information Requests**

In response to a Freedom of Information Law (FOIL) request received by the Department, the Contractor agrees to provide to the Department records generated by the Contractor as a result of this contract's scope of work that are responsive to the FOIL request. The contractor may request that the Department except from disclosure records on the basis that they contain trade secrets or confidential commercial information in accordance with FOIL (Public Officers Law Section 87 and 6 NYCRR Part 616).

**X. Article 15-Requirements**

**PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES**

**(a) General Provisions**

- (1) The Department is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- (2) The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department (the "Department"), to fully comply and cooperate with the Department in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
- (3) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Article or enforcement proceedings as allowed by the Contract.

**(b) Contract Goals**

- (1) For purposes of this procurement, the Department hereby establishes an overall goal of up to **20%** for Minority and Women-Owned Business Enterprises ("MWBE") participation, (based on the current availability of qualified MBEs and WBEs).
- (2) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address; <https://ny.newnycontracts.com>

Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- (3) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Department for liquidated or other appropriate damages, as set forth herein.

**(c) Equal Employment Opportunity (EEO)**

- (1) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the State of Economic Development (the "Division"). If

any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements. Contractor shall comply with the following provisions of Article 15-A:

- (i) Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- (ii) The Contractor shall submit an EEO policy statement to the Department within seventy two (72) hours after the date of the notice by Department to award the Contract to the Contractor.
- (iii) If Contractor or Subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or Subcontractor a model statement. This statement can be found at the link provided in Section 8.
- (iv) The Contractor's EEO policy statement shall include the following language:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
  - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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.
  - c. The Contractor shall request each employer Department, 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 employer Department, 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.
  - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.
  - e. **EEO Contract Goals** for the purposes of this procurement, the Department hereby establishes a goal of 0% Minority Labor Force Participation, 0% Female Labor Force Participation.

## (2) Staffing Plan Form

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan as part of the MWBE Utilization Plan and submit at the time of award of the contract.

## (3) Workforce Employment Utilization Report Form ("Workforce Report")

- (i) Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Department of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
- (ii) Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.

- (iii) In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

- (4) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

**(d) MWBE Utilization Plan**

- (1) The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan either prior to, or at the time of, the execution of the contract.
- (2) Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section X-B-1 of this Attachment.
- (3) Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, Department shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

**(e) Waivers**

- (1) For Waiver Requests Contractor should use Waiver Request Form.
- (2) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- (3) If the Department, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

**(f) Quarterly MWBE Contractor Compliance Report**

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report Form to the Department by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

**(g) Liquidated Damages - MWBE Participation**

- (1) Where Department determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Department liquidated damages.
- (2) Such liquidated damages shall be calculated as an amount equaling the difference between:
  - (i) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
  - (ii) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- (3) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Department, Contractor shall pay such liquidated damages to the Department within sixty (60) days after they are assessed by the Department unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Department.

**(h) Forms**

Forms referenced in this Article can be found at <http://www.dec.ny.gov/about/48854.html>

**XI. Iran Divestment Act Requirements**

By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

**XII. Americans With Disabilities Act**

In the event the monies defined herein are to be used for the development of facilities, outdoor recreation areas, transportation or written or spoken communication with the public, the Contractor shall comply with all requirements for providing access for individuals with disabilities as established by Article 4A of the New York State Public Buildings Law, Americans with Disabilities Act, and relevant sections of the New York State Uniform Fire Prevention and Building Code. Standards for certain Recreation Facilities are found in the 2010 ADA Standards for Accessible Design while others are found in the Architectural Barriers Act Accessibility Guidelines for Outdoor Recreation Areas, <https://www.access-board.gov/guidelines-and-standards>

**XIII. Public Access to Facilities**

If applicable to the project, the Contractor agrees to allow public access to any facilities developed with monies defined herein on the same basis to all residents of New York State for a period not less than five (5) years after the date of final payment under this Contract or five (5) years after the date that the final payment was due. Failure to comply with the provisions of this clause shall be considered an abandonment of the Project.

**XIV. Project Insurance Considerations**

Refer to project insurance requirements as set forth in A-1 (B) Program Specific Terms and Conditions.

**XV. Amendment/Extensions**

The Contract may be amended and/or extended by mutual written consent of all parties. Amendment forms will be incorporated into this Contract and will not take effect until approved by all applicable State agencies and final approval by the Office of the State Comptroller, if applicable. Contract amendments may be conditioned upon funds being re-appropriated in the State Budget each state fiscal year to the Department.

**XVI. Environmental Protection Fund Acknowledgement**

If applicable, in recognition of a portion of the Department funds utilized for any work completed under this Contract, the Contractor agrees to acknowledge in any communication to the public, that such funding was provided from the Environmental Protection Fund as administered by the New York State Department of Environmental Conservation.

**XVII. Vendor Responsibility**

- A. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- B. The Department recommends that vendors file a required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at [http://www.osc.state.ny.us/vendrep/vendor\\_index.htm](http://www.osc.state.ny.us/vendrep/vendor_index.htm) or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.
- C. Vendors must provide their New York State Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@osc.state.ny.us). Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact the Department of the Office of the State Comptroller's Help Desk for a copy of the paper form.
- D. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department officials or staff, the Contract may be terminated by the Commissioner or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

#### **XVIII. Permits**

- A. If applicable, the Contractor agrees to obtain all required permits, including but not limited to, local, state and federal permits prior to the commencement of any project related work. The Contractor agrees that all work performed in relation to the project by the Contractor or its agents, representatives, or contractors will comply with all relevant federal, state and local laws, rules, regulations and standards, zoning and building codes, ordinances, operating certificates for facilities, or licenses for an activity.
- B. With respect to the project, the contractor certifies that is has complied, and shall continue to comply with all requirements of the State Environmental Quality Review Act (SEQRA). The Contractor agrees to provide all environmental documents as may be required by the Department. The Contractor has notified, and shall continue to notify, the Department of all actions proposed for complying with the environmental review requirements imposed by SEQRA.

#### **XIX. Approvals**

The Contractor agrees that the project will be performed in accordance with the condition of any applicable administrative, judicial or governmental orders or approvals.

#### **XX. Site Access**

If applicable, the Contractor represents it has or will obtain title to or sufficient interest in the project site, including rights-of-way and necessary easements, before the start of the project to ensure undisturbed use and possession for purposes of construction and completion of the project, as well as operation of the project throughout its useful life.

#### **XXI. Cost Overruns**

If applicable, any cost overruns will not be paid by the Department and the Department is not committed to seeking additional appropriations or re-appropriation of funds and will not be responsible for the maintenance and operation of any facility which may be developed or equipment which may be purchased with the funds herein identified.

#### **XXII. Construction Plans**

It is the Contractor's responsibility (if applicable to the Project) to have all construction contract plans, specifications and cost estimates certified by a professional engineer licensed to practice in the State of New York. All certified plans and specifications shall become part of this Contract and shall be kept on the project site at all times.

#### **XXIII. Payment and Reporting**

- A. The Contractor agrees to fully fund the Project and then seek reimbursement from the Department for eligible project costs. The Department will not process final payment for this Contract, until the Department determines that the project

was completed satisfactorily and upon receipt of all required final close-out payment documentation in accordance with the direction and requirements described in Attachment D.

- B. The Contractor will be entitled to receive reimbursement payments for work, projects, and/or services rendered as detailed and described in Attachment C and Attachment D of this Contract. Claims for reimbursement must be accompanied by such receipts and documents verifying expenditures as may be required by the Department and by the Comptroller. Satisfactory documentation shall include, but is not limited to, signed copies of payment vouchers or invoices, canceled checks/or the latest cumulative work-in-place estimate for each construction Contract, and any further documentation as may be required by the Department and/or the Comptroller. The Department reserves the right, in its sole discretion, to determine if the reimbursement request and accompanying documentation submitted by the Contractor is in satisfactory form and substance. A final payment determination will be based upon the Department's review of the Contractor's final voucher submission and reporting as described in Attachment D.

#### **XXIV. On-Site Inspections**

The State, Department or authorized representatives will conduct a review of the Project funded from this Contract, which may include on-site inspections, at a time that is satisfactory to the Department.

#### **XXV. 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 Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of 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.

### **B) PROGRAM SPECIFIC TERMS AND CONDITIONS**

#### **I. Notices:**

The Department's authorized representative for the implementation of this Contract and for approval, direction and receipt of all Project reports called for in this Contract is listed below. Whenever it is provided in this Contract that notice must be given or other communications sent to the Department, the notices or communications must be in writing and delivered or sent to the Department's authorized representative at:

Address: Mr. Michael J. Ryan, P.E., Director  
NYSDEC - Division of Environmental Remediation  
New York State Department of Environmental Conservation  
625 Broadway – 12th Floor  
Albany, NY 12233-7011  
518-402-9706

A copy of all legal notices shall be sent to:

General Counsel  
New York State Department of Environmental Conservation  
625 Broadway - 14<sup>th</sup> Floor  
Albany, New York 12233-1500

The Contractor's authorized representative for the implementation of this Contract is the person authorized in the Resolution of Support for the contract. Notices or communications regarding this Contract should be in writing and delivered or sent to the Contractor's authorized representative at the address identified on the Face Page, with copies sent to the Contractor's contract administrator as identified in the contract application.

Notices delivered or sent shall be deemed for all purposes as notice to all persons who are Parties to this Contract as Department or Contractor.

## **II. Project Insurance Considerations**

The Contractor agrees to procure and maintain at its own expense and without expense to the Department until final acceptance by the Department of the services covered by this Contract, insurance of the kinds and amounts as determined by the Department and based upon the project work plan. The insurance policies should be provided by insurance companies licensed to do business in the State of New York. Any delay or time lost as a result of the Contractor not having insurance required by the Contract shall not give rise to a delay claim or any other claim against the Department.

Upon execution of this Contract, the Contractor shall furnish to the Department a certificate or certificates, satisfactory to the Department, showing that it has complied with this Article. The insurance documentation shall provide that:

- Liability and protective liability insurance policies shall provide primary and non-contributory coverage to the NYS Department of Environmental Conservation for any claims arising from the Contractor's Work under this contract, or as a result of Contractor's activities.
- The State of New York, NYS Department of Environmental Conservation, its officers, agents and employees, Division of Environmental Remediation, 625 Broadway, Albany, NY 12233-7012, shall be listed as Certificate Holder on all liability insurance certificate(s), as additional insureds on endorsements(s) and on additional supporting documentation.
- The policies shall include a waiver of subrogation endorsement in favor of the Department as an additional insured. The endorsement shall be on ISO Form Number CG 24 04 or a similar form with same modification to the policy.
- Policies shall not be changed or canceled until thirty (30) days prior written notice has been given to the Department; as evidenced by an endorsement or declarations page.
- Insurance documentation shall disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Contract.
- Endorsements in writing must be added to and made part of the insurance contract for the purpose of changing the original terms to reflect the revisions and additions as described. A copy of these endorsements must be provided to the Department within a reasonable amount of time.
- Applicable insurance policy number(s) reference on the ACORD form must be referenced in the supporting documentation requested by the Department and supplied by the insurance company (e.g. endorsement page, declarations page, etc.).
- This Contract shall be void and of no effect unless the Contractor procures the required insurance policies and maintains them until completion of the work or acceptance by the Department, whichever event is later.

The kinds and amounts of insurance required are as follows:

- A. Workers' Compensation coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain full New York State coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law.

Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

| <b><u>FORM #</u></b> | <b><u>FORM TITLE</u></b>                                 |
|----------------------|--|
| C-105.2              | Certificate of Workers' Compensation Insurance           |
| U-26.3               | State Insurance Fund Version of the C-105.2 form         |
| SI-12/ GSI-105.2     | Certificate of Workers' Compensation Self-Insurance      |
| CE-200               | Certificate of Attestation of Exemption – (no employees) |



- B. Disability Benefits coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain coverage during the life of the contract for the benefit of such employees as are required to be covered by the New York State Disability Benefits Law. Any waiver of this requirement must be approved by the Department of Environmental Conservation and will only be granted in unique or unusual circumstances.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

| <b><u>FORM #</u></b> | <b><u>FORM TITLE</u></b>                                 |
|----------------------|--|
| DB-120.1             | Certificate of Disability Benefit Insurance              |
| DB-155               | Certificate of Disability Benefit Self-Insurance         |
| CE-200               | Certificate of Attestation of Exemption – (no employees) |

An ACORD form is **NOT** an acceptable proof of Workers' Compensation coverage. **ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME** The State of New York and The New York State Department of Environmental Conservation, Division of Environmental Remediation, 625 Broadway, Albany, NY 12233-7012, as the Entity Requesting Proof of Coverage.

Additional information can be obtained at the Worker's Compensation website:

<http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

Upon review of the scope of work outlined in the Grant Application by the Department, the following types of liability insurance may be required:

- C. Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence, and \$5,000,000 General aggregate. Such insurance shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability assumed in a contract (including tort liability of another assumed in a contract). Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.
- D. Business Automobile Liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any registered motor vehicle including owned, leased, hired and non-owned vehicles. If the Contractor does not own, rent or lease any registered vehicles and will not be using any vehicles on State Land proof of Business Automobile Liability Insurance shall not be required for this Contract. The Contractor shall assume full responsibility and liability that owners and operators of any registered vehicles entering State Land to conduct work under this contract carry the same Business Automobile Liability Insurance of the kinds and amounts listed above. NYS Department of Environmental Conservation reserves the right to request proof of the same.
- E. Environmental Liability with a limit of not less than \$1,000,000 providing primary 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, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the Department of Environmental Conservation arising from the Contractor's Work.
- F. Professional Liability Insurance includes coverage for its negligent act, error or omission in rendering or failing to render professional services required by this contract arising out of specifications, installation, modification, abatement, replacement or approval of products, materials or processes containing pollutants, and the failure to advise of or detect the existence or the proportions of pollutants. The Contractor, any subcontractor or supplier retained by the Contractor to work on the contract shall procure and maintain during and for a period of three (3) years after completion of this contract, Professional Liability Insurance in the amount of \$1,000,000. The professional liability insurance may be issued on a claims-made policy form, in which case the Contractor shall purchase at its sole expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.



- G. Marine Protection & Indemnity: Anytime the activity involves work on navigable water or the work is connected to water related activities, the Contractor shall procure Marine Protection & Indemnity and Hull and Machinery coverage, if available. Hull and Machinery coverage shall be provided for the total value of the watercraft or equipment. The Contractor shall obtain Protective and Indemnity Liability insurance for all marine operations under the contract, with a minimum \$2,000,000 limit.

Should the Contractor engage a subcontractor, the Contractor shall impose the insurance requirements of this document on the subcontractor. Contractor shall determine the required insurance types and limits, commensurate with the work of the Subcontractor. The Contractor will maintain the certificate or certificates and endorsements for all subcontractors hired as part of the Contractor's records.

# **Town of Clay Equal Opportunities and MWBE Requirements**

## **TOWN OF CLAY EQUAL OPPORTUNITIES AND MWBE REQUIREMENTS**

### **Article 15-A Requirements and Procedures**

#### **(a) General Provisions**

(1) The Town of Clay is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

(2) The Bidder to the subject project agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the Town of Clay and the New York State Department of Environmental Conservation (the “Department”), to fully comply and cooperate with the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). Bidder’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements.

These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.

(3) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Article or enforcement proceedings as allowed by the Department.

#### **(b) Contract Goals**

(1) For purposes of this procurement, the Department and the Town of Clay hereby establishes an overall goal of up to **20%** for Minority and Women-Owned Business Enterprises (“MWBE”) participation, (based on the current availability of qualified MBEs and WBEs).

(2) For purposes of providing meaningful participation by MWBEs on the project and achieving the Participation Goals established above, The Bidder should reference the directory of New York State Certified MWBEs found at the following internet address;

<https://ny.newnycontracts.com>

Additionally, the Bidder is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the project.

(3) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Bidder must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the project. Bidders shall adhere to the applicable requirements of New York State Article 15-A in the award and administration of the project. Bidders shall not use the requirements of these specifications to discriminate against any qualified company or group of companies.

(4) Counting M/WBE Participation towards the M/WBE Goal(s). The value of the work performed by a M/WBE with its own equipment, with its own forces, and under its own supervision will be counted toward the goal(s), provided the utilization is a commercially useful

function. If the Town of Clay determines that some or all of an M/WBE's work does not constitute a commercially useful function, only the portion of the work considered to be a commercially useful function will be credited toward the goal(s). M/WBE Bidders shall provide opportunities for participation by other M/WBEs.

(5) Good Faith Efforts. To determine whether a bidder that has achieved the M/WBE contract goal(s) may receive the contract, the Town of Clay will decide whether the efforts the Bidder made to obtain M/WBE participation were "good faith efforts". Efforts to obtain M/WBE participation that are merely pro forma are not good faith efforts, nor are efforts that, even if they are sincerely motivated, given all relevant circumstances, they could not reasonably be expected to produce a level of M/WBE participation sufficient to meet the goal(s).

In order to award a contract to a bidder that has failed to meet the M/WBE contract goal(s), the Town of Clay, in consultation with the Department, will determine whether the Bidder's good faith efforts were those that, given all relevant circumstances, a bidder actively and aggressively seeking to meet the goal(s) would make.

When a contract is awarded with M/WBE commitment(s) that is less than the contract goal(s), the Contractor shall continue good faith efforts. The Contractor shall periodically review items that are available for M/WBE participation, typically before the beginning of a new construction season and when significant new items of work are added to the contract, and conduct additional M/WBE solicitation.

In order to evaluate the Bidder's good faith efforts, the Town of Clay will consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder has made. Below is a list of the types of actions which the Town of Clay will consider as part of the Bidder's good faith efforts to obtain M/WBE participation. It is not a mandatory checklist, nor is it intended to be exhaustive or exclusive.

(a) Securing participation by certified M/WBE firms for work in the contract that they are listed to perform.

(b) Soliciting through reasonable and available means the interest of certified M/WBEs who have the capability to perform the work of the contract. The Bidder shall solicit this interest within sufficient time to allow the M/WBEs to respond to the solicitation. The Bidder shall verify that M/WBEs received the solicitation by following up the initial solicitation with at least one additional solicitation via a different media. The Bidder shall keep records of efforts to solicit and negotiate with M/WBEs as evidence of good-faith efforts using a Solicitation Log as a continuing record.

(c) Soliciting, at a minimum, certified M/WBEs in the appropriate geographic area.

(d) Selecting portions of the work to be performed by M/WBEs in order to increase the likelihood that the M/WBE goal(s) will be achieved. This includes, where appropriate, either breaking down operations or combining like or related operations into logistically and economically feasible units to facilitate M/WBE participation, even when the Contractor might prefer to perform these work items with its own forces.

(e) Providing interested M/WBEs with adequate information on where and how to obtain the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(f) a. Negotiating in good faith with interested M/WBEs. It is the Bidder's responsibility to make a portion of the work available to M/WBE Subcontractors and material suppliers and to select those portions of the work or material needs consistent with the available M/WBE Subcontractors and material suppliers, so as to facilitate M/WBE participation. Evidence of such

negotiation includes the names, addresses, and telephone numbers of M/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for M/WBEs to perform the work.

b. Additional Costs. The fact that there may be some additional costs involved in finding and using M/WBEs is not in itself sufficient reason for a bidder's failure to meet the contract M/WBE goal(s), as long as such costs are reasonable. The ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from M/WBEs if the price difference is excessive or unreasonable.

(g) Not rejecting M/WBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.

(h) Making efforts to assist interested M/WBEs in obtaining bonding, lines of credit or insurance as required by the Department.

(i) Making efforts to assist interested M/WBEs in obtaining necessary equipment, supplies, materials, or related assistance.

(j) Where available, effectively using the services of available minority/women focused media, trade associations, and contractor groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of M/WBEs.

### **(c) Equal Employment Opportunity (EEO)**

(1) The Bidders agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the State of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements. Contractor shall comply with the following provisions of Article 15-A:

(i) Bidders shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(ii) Within seventy two (72) hours after the date of the notice by the Town of Clay to award the Contract, the Contractor shall submit an EEO policy statement to the Town.

(iii) If the Contractor does not have an existing EEO policy statement, the Town may provide the Contractor or Subcontractor a model statement.

(iv) The Contractor's EEO policy statement shall include the following language:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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.

c. The Contractor shall request each employer Department, 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 employer Department, 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.

d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

e. **EEO Contract Goals** for the purposes of this procurement, the Department and Town of Clay hereby establishes a goal of **0%** Minority Labor Force Participation, **0%** Female Labor Force Participation.

## (2) Staffing Plan Form

To ensure compliance with this Section, the Bidder shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Bidders shall submit the Consultant/Contractor Detailed MWBE-EEO Utilization Plan within 7 calendar days after the bid date.

## (3) Workforce Employment Utilization Report Form ("Workforce Report")

(i) Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Department of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.

(ii) Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.

(iii) In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

(4) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall

also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

**(d) MWBE Utilization Plan**

(1) M/WBE Pre-Award Utilization Package. Within 7 calendar days after letting, the Bidder shall submit a Consultant/Contractor Detailed MWBE-EEO Utilization Plan to the Town of Clay. The time period is measured starting the day after the Letting, and if the last day is a Saturday, Sunday, State holiday, or Federal holiday, the period is extended to the next day that Town of Clay Offices are open.

(2) The Bidder further agrees that a failure to submit a Consultant/Contractor Detailed MWBE-EEO MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, Town of Clay shall be entitled to any remedy provided herein, including but not limited to, a finding of non-responsiveness.

(3) The Bidder agrees to use such MWBE-EEO Utilization Plan for the performance of MWBEs on the project pursuant to the prescribed MWBE goals.

**(e) Waivers**

(1) For Waiver Requests Contractor should use the Waiver Request Form.

(2) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Town of Clay shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

(3) If the Town of Clay determines that Bidder is failing or refusing to comply with New York State Executive Law Article 15-A, the Town may issue a notice of deficiency. The Bidder must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE goals.

**(f) Quarterly Reports**

Contractor is required to submit a Consultant/Contractor Quarterly Report to the Town by the 5<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

If the Town of Clay, upon review of the quarterly reports, determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt.

**(g) Liquidated Damages - MWBE Participation**

(1) Where the Town of Clay determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Town liquidated damages.

(2) Such liquidated damages shall be calculated as an amount equaling the difference between:

- (i) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

(ii) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

(3) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Town of Clay, Contractor shall pay such liquidated damages to the Town within sixty (60) days after they are assessed by the Town unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Empire State Development, Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Town.

**(h) Forms**

Forms referenced in this Article can be found at <https://www.dec.ny.gov/about/48854.html> .



## State Wage Rates

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

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

#### Classification

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

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

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

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

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

#### Payrolls and Payroll Records

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

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

#### Paid Holidays

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

#### Overtime

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

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

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

#### Supplemental Benefits

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

#### Effective Dates

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

#### Apprentice Training Ratios

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

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

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

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

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

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

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

## Onondaga County General Construction

### Boilermaker

01/01/2021

**JOB DESCRIPTION** Boilermaker

**DISTRICT** 6

#### ENTIRE COUNTIES

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

#### WAGES

Per hour: 07/01/2020

Boilermaker \$ 35.23

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 25.42\*  
+ 1.23

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

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

#### REGISTERED APPRENTICES

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

| 1st     | 2nd     | 3rd     | 4th     | 5th     | 6th     | 7th     | 8th     |
|---------|---------|---------|---------|---------|---------|---------|---------|
| 65%     | 65%     | 70%     | 75%     | 80%     | 85%     | 90%     | 95%     |
| \$22.90 | \$22.90 | \$24.66 | \$26.42 | \$28.18 | \$29.95 | \$31.70 | \$33.47 |

SUPPLEMENTAL BENEFITS per hour:

|           |           |           |           |           |           |          |           |
|-----------|-----------|-----------|-----------|-----------|-----------|----------|-----------|
| \$ 19.00* | \$ 19.00* | \$ 19.92* | \$ 20.82* | \$ 21.73* | \$ 22.66* | \$23.60* | \$ 24.50* |
| + 1.23    | + 1.23    | + 1.23    | + 1.23    | + 1.23    | + 1.23    | + 1.23   | + 1.23    |

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

6-175

### Carpenter - Building

01/01/2021

**JOB DESCRIPTION** Carpenter - Building

**DISTRICT** 6

#### ENTIRE COUNTIES

Onondaga

#### WAGES

Per hour: 07/01/2020

|                 |          |
|-----------------|----------|
| Carpenter       | \$ 28.40 |
| Floor Coverer   | 28.40    |
| Carpet Layer    | 28.40    |
| Drywall         | 28.40    |
| Diver - Wet Day | 61.25    |
| Diver - Dry Day | 29.40    |
| Dive Tender     | 29.40    |

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

- Pile Drivers/Dock Builders shall receive \$0.25 per hour over the journeyman's rate of pay when performing piledriving/dock building work.
- Certified Welders shall receive \$1.00 per hour over the journeyman's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work
- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus \$1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):  
0' to 80' no additional fee

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

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

#### **SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 19.90

#### **OVERTIME PAY**

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

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

#### **HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

#### **REGISTERED APPRENTICES**

ALL APPRENTICES indentured prior to 01/01/16

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

| 1st | 2nd | 3rd | 4th |
|-----|-----|-----|-----|
| 50% | 60% | 70% | 80% |

Supplemental Benefits per hour:

|          |          |          |          |
|----------|----------|----------|----------|
| \$ 11.84 | \$ 11.84 | \$ 14.49 | \$ 14.49 |
|----------|----------|----------|----------|

CARPENTER APPRENTICES indentured after 01/01/16

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

| 1st | 2nd | 3rd | 4th | 5th |
|-----|-----|-----|-----|-----|
| 50% | 60% | 65% | 70% | 80% |

Supplemental Benefits per hour:

|          |          |          |          |          |
|----------|----------|----------|----------|----------|
| \$ 11.84 | \$ 11.84 | \$ 14.49 | \$ 14.49 | \$ 14.49 |
|----------|----------|----------|----------|----------|

PILEDRIIVER/DOCK BUILDER APPRENTICES indentured after 01/01/16

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

| 1st  | 2nd  | 3rd  | 4th  |
|------|------|------|------|
| 50%* | 60%* | 70%* | 80%* |

\*Pile Driving/Dock Builder apprentices shall receive an additional \$0.25 per hour worked when performing piledriving/dock building work.

Supplemental Benefits per hour:

|          |          |          |          |
|----------|----------|----------|----------|
| \$ 11.84 | \$ 11.84 | \$ 14.49 | \$ 14.49 |
|----------|----------|----------|----------|

LINOLEUM, RESILIENT TILE, AND CARPET LAYER APPRENTICES indentured after 01/01/16

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

| 1st | 2nd | 3rd | 4th |
|-----|-----|-----|-----|
| 50% | 60% | 70% | 80% |

Supplemental Benefits per hour:

|          |          |          |          |
|----------|----------|----------|----------|
| \$ 11.84 | \$ 11.84 | \$ 14.49 | \$ 14.49 |
|----------|----------|----------|----------|

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

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

6-277 On

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

**DISTRICT 2**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

**WAGES**

|                 |            |            |
|-----------------|------------|------------|
| Wages per hour: | 07/01/2020 | 07/01/2021 |
|                 |            | Additional |

Carpenter - ONLY for  
Artificial Turf/Synthetic  
Sport Surface

|          |         |
|----------|---------|
| \$ 31.48 | \$ 1.15 |
|----------|---------|

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

**SUPPLEMENTAL BENEFITS**

Per hour:

|            |          |
|------------|----------|
| Journeyman | \$ 23.65 |
|------------|----------|

**OVERTIME PAY**

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

**HOLIDAY**

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

Notes:

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

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

**REGISTERED APPRENTICES**

Wages per hour:

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

|     |     |     |     |
|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th |
| 55% | 60% | 70% | 80% |

Supplemental Benefits per hour:

|               |          |
|---------------|----------|
| 1st year term | \$ 11.80 |
| 2nd year term | 11.80    |
| 3rd year term | 14.45    |
| 4th year term | 14.45    |

2-42AtSS

**Carpenter - Heavy&Highway**

**01/01/2021**

**JOB DESCRIPTION** Carpenter - Heavy&Highway

**DISTRICT 2**

**ENTIRE COUNTIES**

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

**WAGES**

|          |            |            |
|----------|------------|------------|
| Per hour | 07/01/2020 | 07/01/2021 |
|          |            | Additional |

|               |          |         |
|---------------|----------|---------|
| Carpenter     | \$ 32.18 | \$ 1.50 |
| Piledriver    | 32.18    | 1.50    |
| Diver-Wet Day | 57.18    | 1.50    |
| Diver-Dry Day | 33.18    | 1.50    |
| Diver-Tender  | 33.18    | 1.50    |

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

- When project owner mandates a single irregular work shift, the employee will receive an additional \$2.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.00 per hour.

- Certified welders when required to perform welding work will receive an additional \$1.50 per hour.

**ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:**

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 23.65

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

ALL APPRENTICES indentured prior to 01/01/2016

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

|     |     |     |     |
|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th |
| 55% | 60% | 70% | 80% |

Supplemental Benefits per hour:

|          |          |          |          |
|----------|----------|----------|----------|
| \$ 11.80 | \$ 11.80 | \$ 14.45 | \$ 14.45 |
|----------|----------|----------|----------|

CAPRENTER APPRENTICES indentured after 01/01/2016

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

|     |     |     |     |     |
|-----|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th | 5th |
| 55% | 60% | 65% | 70% | 80% |

Supplemental Benefits per hour:

|          |          |          |          |          |
|----------|----------|----------|----------|----------|
| \$ 11.80 | \$ 11.80 | \$ 14.45 | \$ 14.45 | \$ 14.45 |
|----------|----------|----------|----------|----------|

PILEDRIIVER/DOCKBUILDER APPRENTICES indentured after 01/01/2016

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

|     |     |     |     |
|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th |
| 55% | 60% | 70% | 80% |

Supplemental Benefits per hour:

|          |          |          |          |
|----------|----------|----------|----------|
| \$ 11.80 | \$ 11.80 | \$ 14.45 | \$ 14.45 |
|----------|----------|----------|----------|

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

- When project owner mandates a single irregular work shift, the employee will receive an additional \$2.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.00 per hour.
- Certified welders when required to perform welding work will receive an additional \$1.50 per hour.

2-277HH-Bro

**JOB DESCRIPTION** Electrician

**DISTRICT 6**

**ENTIRE COUNTIES**

Cortland, Herkimer, Madison, Oneida, Oswego

**PARTIAL COUNTIES**

Cayuga: Townships of Ira, Locke, Sempronius, Sterling, Summerhill and Victory.

Chenango: Only the Townships of Columbus, New Berlin and Sherburne.

Onondaga: Entire County except Townships of Elbridge and Skaneateles.

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

Tompkins: Only the Township of Groton.

Wayne: Only the Townships of Huron, Wolcott, Rose and Butler.

**WAGES**

Per hour: 07/01/2020

|               |          |
|---------------|----------|
| Electrician   | \$ 39.75 |
| Teledata      | 39.75    |
| Cable Splicer | 43.75    |

**NOTES:**

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF EIGHT (8) HOURS FOR AT LEAST FIVE (5) DAYS DURATION WHICH MAY HAVE BEEN WORKED. WHEN TWO (2) SHIFTS OR THREE (3) SHIFTS ARE WORKED:

|           |                     |                               |
|-----------|---------------------|-------------------------------|
| 1ST SHIFT | 8:00AM - 4:30PM:    | See rates posted above        |
| 2ST SHIFT | 4:30 PM - 1:00 AM:  | Add 15% to rates posted above |
| 3RD SHIFT | 12:30 AM - 9:00 AM: | Add 25% to rates posted above |

Occupied Conditions: When necessary to perform alteration and/or renovation work and owner mandates (due to occupied conditions) prevent the work from being performed during "normal" working hours (defined as between 6:00 a.m. and 4:30 p.m. Monday through Friday), alternate hours may be worked, provided: 1) The hours are established for a minimum of five (5) days duration or the length of the job, whichever is shorter; and 2) An entire work scope within a job-site area is performed utilizing the varied hours. If these conditions are satisfied, all hours worked Monday through Friday of a shift that starts before or ends after the "normal" hours, shall be paid at the appropriate rate plus fifteen percent (15%). However, the following restrictions shall apply:

- 1) "Alternate" hours shall consist of a minimum of eight consecutive hours per day
- 2) Hours worked in excess of eight (8) hours per day, Monday through Friday, shall be paid at a rate of one and one-half times the applicable rate (day-shift + 15%)
- 3) Hours worked on Saturday shall be paid at time and one-half the applicable rate.
- 4) Hours worked on a Sunday and Holidays shall be paid at double the straight time rate.
- 5) Work of a new construction nature may not be worked under these conditions.

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

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

**SUPPLEMENTAL BENEFITS**

Per hour: 07/01/2020

|            |   |
|------------|---|
| Journeyman | \$ 26.17 plus<br>*3% of hourly<br>wage paid |
|------------|---|

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

**OVERTIME PAY**

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

\*\* Double Time after 10 hrs. on Saturday.

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If any of the above holidays fall on Saturday, Friday shall be observed as the holiday. If any of the above holidays fall on Sunday, Monday shall be observed as the holiday.

**REGISTERED APPRENTICES**

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



|                             |          |
|-----------------------------|----------|
| 1st period 40% (0-1000 hrs) | \$ 15.90 |
| 2nd period 45% (1001-2000)  | 17.90    |
| 3rd period 50% (2001-3500)  | 19.90    |
| 4th period 60% (3501-5000)  | 23.85    |
| 5th period 70% (5001-6500)  | 27.85    |
| 6th Period 80% (6501-8000)  | 31.80    |

SUPPLEMENTAL BENEFITS per hour:

|            |   |
|------------|---|
| 1st period | \$ 12.34 plus<br>*3% of hourly<br>wage paid |
| 2nd period | \$ 12.34 plus<br>*3% of hourly<br>wage paid |
| 3rd period | \$ 24.30 plus<br>*3% of hourly<br>wage paid |
| 4th period | \$ 24.67 plus<br>*3% of hourly<br>wage paid |
| 5th period | \$ 25.05 plus<br>*3% of hourly<br>wage paid |
| 6th period | \$ 25.42 plus<br>*3% of hourly<br>wage paid |

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

6-43

**Electrician**

**01/01/2021**

**JOB DESCRIPTION** Electrician

**DISTRICT 7**

**ENTIRE COUNTIES**

Yates

**PARTIAL COUNTIES**

Cayuga: All Townships except Genoa, Ira, Sterling, Victory, Locke, Sempronius and Summerhill

Onondaga: Townships of Elbridge and Skaneateles

Ontario: Only the Townships of Canadaigua, Farmington, Geneva, Gorham, Hopewell, Manchester, Phelps and Seneca

Seneca: All townships except Covert and Lodi

Wayne: Only the Townships of Arcadia, Galen, Lyons, Savannah and Village of Newark.

**WAGES**

| Per Hour:                    | 07/01/2020 | 06/01/2021<br>Additional |
|------------------------------|------------|--------------------------|
| Electrician                  | \$ 35.45   | \$ 1.95                  |
| Teledata, Sound Wireman      | 35.45      |                          |
| Work from 4:30PM to 1:00AM*  | 40.77      |                          |
| Work from 12:30AM to 9:00AM* | 44.31      |                          |

\*Applies when multiple shifts of 8 hours for at least 5 days duration are mandated by the contracting agency.

**IMPORTANT NOTE - WORKING ABOVE THE FLOOR:**

Workmen required working 40 feet or more above a floor or working platform on swinging toothpick scaffolds or boatswain chairs, shall receive \$.50 above the applicable rate of pay. Where safety nets are installed according to O.S.H.A. standards and/or other State Safety Standards and/or bucket trucks used with a safety belt and lanyards according to O.S.H.A. standards or other State Safety Standards, this high time rate shall not apply. Any workman working over 50 feet high shall receive \$1.00 above the applicable rate and any workman working over 100 feet high shall receive \$2.00 above the applicable rate. These rates shall not apply to workers in bucket trucks and motorized scaffolds where safety harnesses are used.

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

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 22.07  
plus 3% of  
wage paid

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

#### HOLIDAY

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

NOTE: If a holiday falls on Saturday, it will be celebrated on the preceding Friday. If a holiday falls on Sunday, it will be celebrated on the following Monday.

#### REGISTERED APPRENTICES

WAGES: hourly terms at the following percentage of Journeyman's rate

|                          |     |
|--------------------------|-----|
| 1st term ( 0-1000 hrs)   | 40% |
| 2nd term (1001-2000 hrs) | 45% |
| 3rd term (2001-3500 hrs) | 50% |
| 4th term (3501-5000 hrs) | 60% |
| 5th term (5001-6500 hrs) | 70% |
| 6th term (6501-8000 hrs) | 80% |

SUPPLEMENTAL BENEFITS per hour worked:

|                   |                           |
|-------------------|---------------------------|
| Appr. 1st and 2nd | \$ 12.90*                 |
| All others        | \$ 22.07*                 |
|                   | * plus 3% of<br>wage paid |

7-840 Z1

#### Elevator Constructor

01/01/2021

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT** 6

#### ENTIRE COUNTIES

Broome, Cayuga, Chenango, Cortland, Franklin, Jefferson, Lewis, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins

#### PARTIAL COUNTIES

Delaware: Only the towns of: Tompkins, Walton, Masonville, Sidney, Franklin and Deposit.

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

Oneida: Only the towns of: Camden, Florence and Vienna.

#### WAGES

|                      |            |            |            |
|----------------------|------------|------------|------------|
| Per hour:            | 07/01/2020 | 01/01/2021 | 01/01/2022 |
| Elevator Constructor | \$ 48.12   | \$ 49.73   | \$ 51.43   |
| Helper               | 33.684     | 34.81      | 36.00      |

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

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

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

#### SUPPLEMENTAL BENEFITS

Per hour:

|            |            |            |            |
|------------|------------|------------|------------|
| Journeyman | \$ 34.765* | \$ 35.825* | \$ 37.485* |
|------------|------------|------------|------------|

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

### OVERTIME PAY

See (D, O) on OVERTIME PAGE

### HOLIDAY

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

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

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

### REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

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

All other terms: Same as Journeyman.

6-62.1

**Glazier**

**01/01/2021**

**JOB DESCRIPTION** Glazier

**DISTRICT 5**

### ENTIRE COUNTIES

Cayuga, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego

### WAGES

|           |            |            |
|-----------|------------|------------|
| Per Hour: | 07/01/2020 | 05/01/2021 |
|           |            | Additional |
| Glazier   | \$ 25.05   | \$ 1.25    |

### \*\* IMPORTANT NOTICE \*\*

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

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

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 20.89

### OVERTIME PAY

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

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

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

### REGISTERED APPRENTICES

1000 hour terms at the following percentage of journeyman's wage.

|      |      |      |      |      |      |      |      |
|------|------|------|------|------|------|------|------|
| 1st. | 2nd. | 3rd. | 4th. | 5th. | 6th. | 7th. | 8th. |
| 50%  | 55%  | 60%  | 65%  | 70%  | 75%  | 80%  | 90%  |

Supplemental Benefits per hour:

Hired after 05/01/2014

|                |          |
|----------------|----------|
| Appr. 1st term | \$ 10.42 |
| Appr. 2nd term | 10.88    |
| Appr. 3rd term | 14.54    |
| Appr. 4th term | 14.27    |

|                |       |
|----------------|-------|
| Appr. 5th term | 16.01 |
| Appr. 6th term | 16.74 |
| Appr. 7th term | 17.46 |
| Appr. 8th term | 18.93 |

5-677.Z-2

## Insulator - Heat & Frost

01/01/2021

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 6**

### ENTIRE COUNTIES

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

### WAGES

|  |            |                          |                          |
|--|------------|--------------------------|--------------------------|
| Per hour:  | 07/01/2020 | 05/01/2021<br>Additional | 05/01/2022<br>Additional |
| Asbestos Installer                                   | \$ 33.50   | \$ 2.00                  | \$ 2.00                  |
| Insulation Installer<br>(On mechanical systems only) |            |                          |                          |

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

|           |          |
|-----------|----------|
| 1ST SHIFT | \$ 33.50 |
| 2ND SHIFT | 38.53    |
| 3RD SHIFT | 41.88    |

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

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

### SUPPLEMENTAL BENEFITS

Per hour:

|            |          |
|------------|----------|
| Journeyman | \$ 23.84 |
|------------|----------|

### OVERTIME PAY

See (\*B1, Q) on OVERTIME PAGE

\*NOTE: First 10 hours on Saturday

### HOLIDAY

|           |  |
|-----------|--|
| Paid:     | See (1) on HOLIDAY PAGE  |
| Overtime: | See (4,6) on HOLIDAY PAGE.<br>Triple time for Labor Day if worked. |

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

### REGISTERED APPRENTICES

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

|            |            |            |            |
|------------|------------|------------|------------|
| 1st<br>50% | 2nd<br>60% | 3rd<br>70% | 4th<br>80% |
| \$ 16.75   | \$ 20.10   | \$ 23.45   | \$ 26.80   |

SUPPLEMENTAL BENEFITS per hour:

|                 |          |
|-----------------|----------|
| 1st & 2nd years | \$ 21.84 |
| 3rd & 4th years | 23.84    |

6-30-Syracuse

## Ironworker

01/01/2021

**JOB DESCRIPTION** Ironworker

**DISTRICT 6**

### ENTIRE COUNTIES

Broome, Cayuga, Cortland, Onondaga, Oswego, Seneca, Tioga, Tompkins

### PARTIAL COUNTIES

Chenango: Only the Townships of Lincklaen, Otsego, Pitcher, Pharsalia, German, McDonough, Preston, Norwich, Smithville, Oxford, Guilford, Greene, Coventry, Bainbridge and Afton.

Jefferson: Only the Townships of Alexandria, Theresa, Clayton, Orleans, Cape Vincent, Lyme, Brownville, Pamela, LeRay, Hounsfield, Watertown, Rutland, Adams, Henderson, Rodman, Ellisburg, Lorraine and Worth.

Madison: Only the Townships of Sullivan, Lenox, Lincoln, Fenner, Smithfield, Cazenovia, Nelson, DeRuyter and Georgetown.

Schuyler: Only the Townships of Cayuta, Catharine, Hector and Montour.

Wayne: Only the Townships of Galen, Savannah, Rose, Butler, Huron and Wolcott

## WAGES

Structural, Reinforcing, Re-bar, Machinery Mover & Rigger, Ornamental & Curtain Wall, Window Wall, Pre-Glazed Metal Framed Windows Attached to Steel or Masonry Including Caulking, Fence Erector (Chain Link/Security), Sheeter/Bridge Rail, Pre-Cast Erector, Stone Derrickman, Pre-Engineered Building Erector, Welder

|           |            |            |
|-----------|------------|------------|
| Per hour: | 07/01/2020 | 01/01/2021 |
|           | \$ 30.75   | \$ 31.25   |

NOTE: Shift work mandated by the project owner. All shifts will be (8) hours.

|           |          |          |
|-----------|----------|----------|
| 1st Shift | \$ 30.75 | \$ 31.25 |
| 2nd Shift | 33.83    | 34.38    |
| 3rd Shift | 35.36    | 35.94    |

## SUPPLEMENTAL BENEFITS

Per hour:

|            |          |          |
|------------|----------|----------|
| Journeyman | \$ 28.05 | \$ 28.05 |
|------------|----------|----------|

## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

## REGISTERED APPRENTICES

WAGES per hour: One year terms at the following rates.

|          |          |          |          |
|----------|----------|----------|----------|
| 1st      | 2nd      | 3rd      | 4th      |
| \$ 16.50 | \$ 18.50 | \$ 20.50 | \$ 22.50 |

SUPPLEMENTAL BENEFITS per hour:

|          |          |
|----------|----------|
| 1st year | \$ 11.25 |
| 2nd year | 19.09    |
| 3rd year | 20.21    |
| 4th year | 21.33    |

6-60

## Laborer - Building

01/01/2021

**JOB DESCRIPTION** Laborer - Building

**DISTRICT 7**

## ENTIRE COUNTIES

Onondaga

## WAGES

NOTE: - If a prime contract is let for site work only, meaning no buildings are involved in their site contract, the heavy/highway rates would be applicable for the laborers classification only.

- When a prime contract is let for site work and building excavation is part of that contract, the building rates would be applicable for the laborers classification.

- All work outside of the building, if not included in the building contract, will fall under the Heavy/Highway rates.

|   |            |            |
|---|------------|------------|
| Per hour:                                 | 07/01/2020 | 06/01/2021 |
|   |            | Additional |
| Building Laborer                          | \$ 25.75   | \$ 1.35    |
| Asbestos, Toxic &<br>Hazardous Waste Work | 27.75      | 1.35       |

IMPORTANT NOTE: Wage and supplement rates for the operation of forklift and skid steer may be found under the classification "Operating Engineer".

## SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 21.04

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: When a holiday falls on Sunday, it will be celebrated on Monday.

**REGISTERED APPRENTICES**

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

|     |     |     |     |
|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th |
| 60% | 70% | 80% | 90% |

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyman

7-633 bON

**Laborer - Heavy&Highway**

01/01/2021

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT 7**

**ENTIRE COUNTIES**

Onondaga

**WAGES**

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

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

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

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

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

|           |            |            |
|-----------|------------|------------|
| Per hour: | 07/01/2020 | 07/01/2021 |
|           |            | Additional |
| GROUP A   | \$ 30.11   | \$ 1.60    |
| GROUP B   | 30.31      | 1.60       |
| GROUP C   | 30.51      | 1.60       |
| GROUP D   | 30.71      | 1.60       |
| GROUP E   | 32.81      | 1.60       |

NOTE: A single irregular work shift starting any time between 5:00 PM and 1:00 AM on governmental mandated night work shall be paid an additional \$2.50 per hour.

IMPORTANT NOTE: Wage and supplement rates for the operation of forklift and skid steer may be found under the classification "Operating Engineer".

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 22.80

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

## REGISTERED APPRENTICES

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

|     |     |     |     |
|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th |
| 60% | 70% | 80% | 90% |

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyman

7-633 hON

### **Laborer - Tunnel**

**01/01/2021**

**JOB DESCRIPTION** Laborer - Tunnel

**DISTRICT 7**

## ENTIRE COUNTIES

Onondaga

## WAGES

GROUP A: Change House Man

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

GROUP C: Blaster

GROUP D: Hazardous Waste Work. Work site required to be designated by State/Federal as hazardous waste site and relevant regulations require employees to use personal protection.

|           |            |                          |
|-----------|------------|--------------------------|
| Per hour: | 07/01/2020 | 07/01/2021<br>Additional |
| GROUP A   | \$ 31.34   | \$ 1.60                  |
| GROUP B   | 31.54      | 1.60                     |
| GROUP C   | 32.54      | 1.60                     |
| GROUP D   | 35.54      | 1.60                     |

NOTE: A single irregular work shift shall be paid an additional \$2.50 per hour.

IMPORTANT NOTE: Wage and supplement rates for the operation of forklift and skid steer may be found under the classification "Operating Engineer".

## SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 24.75

## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

## HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

## REGISTERED APPRENTICES

WAGES: 1000 hour terms at the following percentage of GROUP B wage:

|     |     |     |     |
|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th |
| 60% | 70% | 80% | 90% |

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyman

7-633T (ON)

### **Lineman Electrician**

**01/01/2021**

**JOB DESCRIPTION** Lineman Electrician

**DISTRICT 6**

## ENTIRE COUNTIES

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

## WAGES

Per hour:

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines

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

07/01/2020

|                         |          |
|-------------------------|----------|
| Lineman, Technician     | \$ 53.50 |
| Crane, Crawler Backhoe  | 53.50    |
| Welder, Cable Splicer   | 53.50    |
| Digging Mach. Operator  | 48.15    |
| Tractor Trailer Driver  | 45.48    |
| Groundman, Truck Driver | 42.80    |
| Equipment Mechanic      | 42.80    |
| Flagman                 | 32.10    |

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

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

|                         |          |
|-------------------------|----------|
| Lineman, Technician     | \$ 53.50 |
| Crane, Crawler Backhoe  | 53.50    |
| Cable Splicer           | 58.85    |
| Certified Welder -      |          |
| Pipe Type Cable         | 56.18    |
| Digging Mach. Operator  | 48.15    |
| Tractor Trailer Driver  | 45.48    |
| Groundman, Truck Driver | 42.80    |
| Equipment Mechanic      | 42.80    |
| Flagman                 | 32.10    |

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

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

|                         |          |
|-------------------------|----------|
| Lineman, Tech, Welder   | \$ 54.82 |
| Crane, Crawler Backhoe  | 54.82    |
| Cable Splicer           | 60.30    |
| Certified Welder -      |          |
| Pipe Type Cable         | 57.56    |
| Digging Mach. Operator  | 49.34    |
| Tractor Trailer Driver  | 46.60    |
| Groundman, Truck Driver | 43.86    |
| Equipment Mechanic      | 43.86    |
| Flagman                 | 32.89    |

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

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

|                         |          |
|-------------------------|----------|
| Lineman, Tech, Welder   | \$ 56.01 |
| Crane, Crawler Backhoe  | 56.01    |
| Cable Splicer           | 56.01    |
| Digging Mach. Operator  | 50.41    |
| Tractor Trailer Driver  | 47.61    |
| Groundman, Truck Driver | 44.81    |



|                    |       |
|--------------------|-------|
| Equipment Mechanic | 44.81 |
| Flagman            | 33.61 |

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

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

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

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

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

### SUPPLEMENTAL BENEFITS

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

The following SUPPLEMENTAL BENEFITS apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.

|            |                            |
|------------|----------------------------|
| Journeyman | \$ 24.90                   |
|            | *plus 6.75% of hourly wage |

\*The 6.75% is based on the hourly wage paid, straight time rate or premium rate.

### OVERTIME PAY

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

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

### HOLIDAY

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

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

### REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

6-1249a

## Lineman Electrician - Teledata

01/01/2021

**JOB DESCRIPTION** Lineman Electrician - Teledata

**DISTRICT** 6

### ENTIRE COUNTIES

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

### WAGES

Per hour:

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

07/01/2020 01/01/2021

|                      |          |          |
|----------------------|----------|----------|
| Cable Splicer        | \$ 33.77 | \$ 34.78 |
| Installer, Repairman | \$ 32.05 | \$ 33.01 |

|                        |          |          |
|------------------------|----------|----------|
| Teledata Lineman       | \$ 32.05 | \$ 33.01 |
| Tech., Equip. Operator | \$ 32.05 | \$ 33.01 |
| Groundman              | \$ 16.99 | \$ 17.50 |

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

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

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

#### SUPPLEMENTAL BENEFITS

Per hour:

|            |                       |                       |
|------------|-----------------------|-----------------------|
| Journeyman | \$ 5.06               | \$ 5.06               |
|            | *plus 3% of wage paid | *plus 3% of wage paid |

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

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

#### HOLIDAY

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

6-1249LT - Teledata

|   |                   |
|---|-------------------|
| <b>Lineman Electrician - Traffic Signal, Lighting</b> | <b>01/01/2021</b> |
|---|-------------------|

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

**DISTRICT** 6

#### ENTIRE COUNTIES

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

#### WAGES

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

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

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

Per hour: 07/01/2020

|                         |          |
|-------------------------|----------|
| Lineman, Technician     | \$ 46.20 |
| Crane, Crawler Backhoe  | 46.20    |
| Certified Welder        | 48.51    |
| Digging Machine         | 41.58    |
| Tractor Trailer Driver  | 39.27    |
| Groundman, Truck Driver | 36.96    |
| Equipment Mechanic      | 36.96    |
| Flagman                 | 27.72    |

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

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

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

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

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

### SUPPLEMENTAL BENEFITS

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

|            |                               |
|------------|-------------------------------|
| Journeyman | \$ 24.90                      |
|            | *plus 6.75% of<br>hourly wage |

\*The 6.75% is based on the hourly wage paid, straight time rate or premium rate.  
Supplements paid at STRAIGHT TIME rate for holidays.

### OVERTIME PAY

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

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

### HOLIDAY

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

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

### REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms.

|          |            |
|----------|------------|
|          | 07/01/2020 |
| 1st term | \$ 27.72   |
| 2nd term | 30.03      |
| 3rd term | 32.34      |
| 4th term | 34.65      |
| 5th term | 36.96      |
| 6th term | 39.27      |
| 7th term | 41.58      |

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

6-1249a-LT

### Lineman Electrician - Tree Trimmer

01/01/2021

**JOB DESCRIPTION** Lineman Electrician - Tree Trimmer

**DISTRICT** 6

### ENTIRE COUNTIES

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

### WAGES

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

|           |            |          |          |          |
|-----------|------------|----------|----------|----------|
| Per hour: | 07/01/2020 | 01/03/21 | 01/02/22 | 01/01/23 |
|-----------|------------|----------|----------|----------|

|                    |          |          |          |          |
|--------------------|----------|----------|----------|----------|
| Tree Trimmer       | \$ 26.56 | \$ 27.36 | \$ 28.25 | \$ 29.59 |
| Equipment Operator | 23.49    | 24.19    | 24.98    | 26.17    |
| Equipment Mechanic | 23.49    | 24.19    | 24.98    | 26.17    |
| Truck Driver       | 19.56    | 20.15    | 20.80    | 21.79    |
| Groundman          | 16.11    | 16.59    | 17.13    | 17.94    |
| Flag person        | 11.80    | 12.50*   | 12.50    | 12.94    |

\*RATE GOES INTO EFFECT 12/31/2020

#### SUPPLEMENTAL BENEFITS

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

|            |                            |                            |                            |                            |
|------------|----------------------------|----------------------------|----------------------------|----------------------------|
| Journeyman | \$ 9.98                    | \$ 9.98                    | \$ 10.23                   | \$ 10.48                   |
|            | *plus 3% of<br>hourly wage | *plus 3% of<br>hourly wage | *plus 3% of<br>hourly wage | *plus 3% of<br>hourly wage |

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

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.

Contractor is still responsible to pay the hourly benefit amount for each hour worked.

#### HOLIDAY

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

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

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

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

6-1249TT

#### Mason - Building

01/01/2021

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 12

#### ENTIRE COUNTIES

Cayuga, Onondaga, Oswego

#### PARTIAL COUNTIES

Madison: The townships of Sullivan and Cazenovia ONLY

#### WAGES

Per hour

07/01/2020

Tile/Terrazzo/Marble

Setter \$ 32.22

Finisher 25.92

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

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

#### SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman Setter \$ 19.64

Journeyman Finisher 18.69

#### OVERTIME PAY

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

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

Wages per hour

Hour terms at the following percentage of journeyman's wage

Setter:

1st term 500 hours 60%

2nd term 1000 hours 70%

3rd term 1000 hours 80%

4th term 1000 hours 85%

|                     |     |
|---------------------|-----|
| 5th term 1000 hours | 90% |
| 6th term 1500 hours | 95% |

**Finisher:**

|                     |     |
|---------------------|-----|
| 1st term 500 hours  | 70% |
| 2nd term 1000 hours | 80% |
| 3rd term 1000 hours | 90% |
| 4th term 1200 hours | 95% |

**Supplemental Benefits per hour worked**

**Setter:**

|                |          |
|----------------|----------|
| 1st & 2nd Term | \$ 13.51 |
| 3rd & 4th Term | 16.58    |
| 5th Term       | 18.10    |
| 6th Term       | 19.64    |

**Finisher:**

|                |          |
|----------------|----------|
| 1st & 2nd Term | \$ 12.71 |
| All others     | 15.70    |

12-2TS.3

**Mason - Building**

**01/01/2021**

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 12

**ENTIRE COUNTIES**

Cayuga, Onondaga

**PARTIAL COUNTIES**

Madison: The townships of Sullivan and Cazenovia ONLY

**WAGES**

Per hour 07/01/2020

|                         |          |
|-------------------------|----------|
| Bricklayer/Blocker      | \$ 35.15 |
| Fireproofing*           | 35.15    |
| Stone Mason             | 35.15    |
| Pointer/Caulker/Cleaner | 35.15    |
| Cement Mason/Plaster**  | 35.15    |

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

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

(\*)Fireproofing on Structural only.

(\*\*)Refer to Onondaga Mason Building wage sheet 1-2b-on for Cement/Plaster work in Onondaga County

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

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

**SUPPLEMENTAL BENEFITS**

Per hour worked

|            |          |
|------------|----------|
| Journeyman | \$ 21.53 |
|------------|----------|

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour

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

|     |     |     |     |     |     |     |     |
|-----|-----|-----|-----|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
| 55% | 60% | 65% | 70% | 75% | 80% | 85% | 90% |

Supplemental Benefits per hour worked

All terms \$ 21.53

12-2b.3

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**Mason - Building****01/01/2021**

---

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 12

**ENTIRE COUNTIES**

Onondaga

**WAGES**

Per hour

07/01/2020

Cement Mason \$ 29.16

Plasterer 29.16

Ext insulation finish  
systems-plasterer(EIFF) 29.16

Additional \$0.50 per hr for Scaffold work, Swing Stage and Rolling Stage

Additional \$0.25 per hour for Grinder Operator

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

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

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman \$ 21.29

**OVERTIME PAY**

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

\*Only on EIFF work can Saturday be used as a makeup day.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour

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

|     |     |     |     |     |     |     |     |
|-----|-----|-----|-----|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
| 55% | 60% | 65% | 70% | 75% | 80% | 85% | 90% |

Supplemental Benefits per hour worked

All terms \$ 21.29

12-2b-on

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**Mason - Heavy&Highway****01/01/2021**

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**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT** 12

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

**WAGES**

Per hour

07/01/2020

Mason &  
Bricklayer \$38.95

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

## SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman

\$ 20.79

## OVERTIME PAY

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

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

## REGISTERED APPRENTICES

Wages per hour

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

|     |     |     |     |     |     |     |     |
|-----|-----|-----|-----|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
| 55% | 60% | 65% | 70% | 75% | 80% | 85% | 90% |

Supplemental Benefits per hour worked

\$ 20.79

12-2hh.1

## Mason - Heavy&Highway

01/01/2021

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT** 12

## ENTIRE COUNTIES

## PARTIAL COUNTIES

Onondaga: This rate only applies to Heavy & Highway Cement Mason or Plaster Work in Onondaga County.

## WAGES

Per hour 07/01/2020

Cement Mason \$ 32.39

- Additional \$0.50 per hour if working on swing scaffolding or staging (scaffold suspended by means of ropes or cabled from hooks placed over parapet walls or windows, etc).

- Additional \$0.25 per hour when operating a hand held power grinder.

## SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman

\$ 21.29

## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

## HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

If the holiday falls on Sunday, holiday pay for next day Monday.

## REGISTERED APPRENTICES

Wages per hour

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

|     |     |     |     |     |     |     |     |
|-----|-----|-----|-----|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
| 55% | 60% | 65% | 70% | 75% | 80% | 85% | 90% |

Supplemental Benefits per hour worked

All terms \$ 21.29

12-2h/h on

## Millwright

01/01/2021

**JOB DESCRIPTION** Millwright

**DISTRICT 2**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2020

|                 |          |
|-----------------|----------|
| Building        | \$ 29.25 |
| Heavy & Highway | 31.25    |

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 23.89

**OVERTIME PAY**

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

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

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

Wages per hour:

(1)year terms at the following percentage of journeymans rate.

|     |     |     |     |
|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th |
| 60% | 70% | 80% | 90% |

Supplemental Benefits per hour:

Apprentices:

|          |          |
|----------|----------|
| 1st term | \$ 11.00 |
| 2nd term | 20.02    |
| 3rd term | 21.31    |
| 4th term | 22.60    |

2-1163.2

**Operating Engineer - Building**

**01/01/2021**

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT 6**

**ENTIRE COUNTIES**

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

**WAGES**

NOTE:

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

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

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



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

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

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

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

| Per hour: Building    | 07/01/2020 | 07/01/2021 | 07/01/2022 |
|-----------------------|------------|------------|------------|
| Master Mechanic       | \$ 41.55   | \$ 42.46   | \$ 43.42   |
| Asst. Master Mechanic | 40.55      | 41.46      | 42.42      |
| Class A1*             | 41.05      | 41.96      | 42.92      |
| Class A1-Tower Crane* | 43.55      | 44.46      | 45.42      |
| Class A               | 39.55      | 40.46      | 41.42      |
| Class B               | 37.43      | 38.34      | 39.30      |
| Class C               | 33.21      | 34.12      | 35.08      |

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

(\*) TONNAGE PREMIUMS:

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

**SUPPLEMENTAL BENEFITS**

Per hour:

|            |          |          |          |
|------------|----------|----------|----------|
| Journeyman | \$ 26.89 | \$ 27.99 | \$ 29.09 |
|------------|----------|----------|----------|

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

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

1st year 60%

|          |     |
|----------|-----|
| 2nd year | 65% |
| 3rd year | 70% |
| 4th year | 80% |

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

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

6-158-545b.s

## Operating Engineer - Heavy&Highway

01/01/2021

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

**DISTRICT** 6

### ENTIRE COUNTIES

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

### WAGES

#### NOTE:

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

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

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

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

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

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

| Per hour: H/H   | 07/01/2020 | 07/01/2021 | 07/01/2022 |
|-----------------|------------|------------|------------|
| Master Mechanic | \$ 46.35   | \$ 47.90   | \$ 49.50   |
| CLASS A*        | 45.00      | 46.55      | 48.15      |
| CLASS B         | 44.12      | 45.67      | 47.27      |
| CLASS C         | 40.84      | 42.39      | 43.99      |

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

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

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

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

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

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

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

#### **SUPPLEMENTAL BENEFITS**

| Per hour:  | 07/01/2020 | 07/01/2021 | 07/01/2022 |
|------------|------------|------------|------------|
| Journeyman | \$ 28.30   | \$ 29.45   | \$ 30.60   |

#### **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

#### **HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

#### **REGISTERED APPRENTICES**

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

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

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

**SUPPLEMENTAL BENEFITS** per hour: Same as Journeyman

6-158-545h

### **Operating Engineer - Survey Crew**

**01/01/2021**

**JOB DESCRIPTION** Operating Engineer - Survey Crew

**DISTRICT** 12

#### **ENTIRE COUNTIES**

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

#### **PARTIAL COUNTIES**

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

#### **WAGES**

These rates apply to Building, Tunnel and Heavy Highway.

Per hour:

**SURVEY CLASSIFICATIONS:**

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2020

|                   |          |
|-------------------|----------|
| Party Chief       | \$ 44.39 |
| Instrument Person | 40.78    |
| Rod Person        | 30.22    |

Additional \$3.00/hr. for Tunnel Work

Additional \$2.50/hr. for Hazardous Work Site

## SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 26.30

## OVERTIME PAY

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

## HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

## REGISTERED APPRENTICES

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

07/01/2020

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

SUPPLEMENTAL BENEFIT per hour worked:

|           |          |
|-----------|----------|
| 0-1000    | \$ 18.08 |
| 1001-2000 | 21.10    |
| 2001-3000 | 24.13    |

12-158-545 D.H.H.

## Operating Engineer - Survey Crew - Consulting Engineer

01/01/2021

**JOB DESCRIPTION** Operating Engineer - Survey Crew - Consulting Engineer

**DISTRICT** 12

## ENTIRE COUNTIES

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

## PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

## WAGES

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

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2020

|                   |          |
|-------------------|----------|
| Party Chief       | \$ 44.39 |
| Instrument Person | 40.78    |
| Rod Person        | 30.22    |

Additional \$3.00/hr. for Tunnel Work.

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

## SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 26.30

## OVERTIME PAY

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

## HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

## REGISTERED APPRENTICES

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

07/01/2020

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

SUPPLEMENTAL BENEFIT per hour worked:

|           |          |
|-----------|----------|
| 0-1000    | \$ 18.08 |
| 1001-2000 | \$ 21.10 |
| 2001-3000 | \$ 24.13 |

12-158-545 DCE

## Operating Engineer - Tunnel

01/01/2021

**JOB DESCRIPTION** Operating Engineer - Tunnel

**DISTRICT 7**

### ENTIRE COUNTIES

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

### PARTIAL COUNTIES

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

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

### WAGES

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

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

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

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

|                 |            |            |            |
|-----------------|------------|------------|------------|
| Per hour:       | 07/01/2020 | 07/01/2021 | 07/01/2022 |
| Master Mechanic | \$ 49.45   | \$ 51.00   | \$ 52.60   |

|         |       |       |       |
|---------|-------|-------|-------|
| CLASS A | 47.04 | 48.59 | 50.19 |
| CLASS B | 45.82 | 47.37 | 48.97 |
| CLASS C | 43.03 | 44.58 | 46.18 |
| CLASS D | 40.02 | 41.57 | 43.17 |

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

#### CRANES:

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

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

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

|         |          |          |          |
|---------|----------|----------|----------|
| Crane 1 | \$ 51.04 | \$ 52.59 | \$ 54.19 |
| Crane 2 | 50.04    | 51.59    | 53.19    |
| Crane 3 | 49.04    | 50.59    | 52.19    |

#### SUPPLEMENTAL BENEFITS

Per hour:

|          |          |          |
|----------|----------|----------|
| \$ 21.90 | \$ 22.80 | \$ 23.70 |
| + 8.85*  | + 9.10*  | + 9.35*  |

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

#### OVERTIME PAY

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

#### HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

#### REGISTERED APPRENTICES

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

|          |     |
|----------|-----|
| 1st term | 60% |
| 2nd term | 65% |
| 3rd term | 70% |
| 4th term | 75% |

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

7-158-832TL.

#### Painter

01/01/2021

#### JOB DESCRIPTION Painter

#### DISTRICT 3

#### ENTIRE COUNTIES

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

#### WAGES

|           |            |            |
|-----------|------------|------------|
| Per hour: | 07/01/2020 | 05/01/2021 |
|           |            | Additional |
| Bridge    | \$ 39.20   | \$ 1.00    |
| Tunnel    | 39.20      | 1.00       |
| Tank*     | 37.20      | 1.00       |

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

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

Note an additional \$1.00 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

#### SUPPLEMENTAL BENEFITS

Per hour:

\$ 29.00

### OVERTIME PAY

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

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

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

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

### REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental benefits per hour:

|                 |         |
|-----------------|---------|
| 1st & 2nd terms | \$ 5.50 |
| 3rd & 4th terms | 5.50    |
| 5th & 6th terms | 6.50    |

3-4-Bridge, Tunnel, Tank

### Painter

01/01/2021

**JOB DESCRIPTION** Painter

**DISTRICT** 6

### ENTIRE COUNTIES

Cayuga, Herkimer, Madison, Oneida, Onondaga, Seneca

### PARTIAL COUNTIES

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

Ontario: The City and Township of Geneva.

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

### WAGES

| Per hour:                      | 07/01/2020 | 05/01/2021<br>Additional |
|--------------------------------|------------|--------------------------|
| Basic Rate (Brush & Roll)      | \$ 23.70   | \$ 0.65                  |
| Sign painting, Wallcovering    | 23.70      |                          |
| Parking Lot, Hwy Striping      | 23.70      |                          |
| Lead based Paint Abatement     | 23.70      |                          |
| Drywall Taper/ Finisher        | 23.70      |                          |
| Drywall Machine Operator       | 24.20      |                          |
| Spray                          | 24.20      |                          |
| Epoxy (Brush-Roller)           | 24.20      |                          |
| Epoxy (Spray)                  | 24.20      |                          |
| Sandblasting (Operator)        | 24.20      |                          |
| Boatswain Chair                | 24.20      |                          |
| Swing Scaffold                 | 24.20      |                          |
| Structural Steel               | 24.20      |                          |
| (except bridges,tunnels,tanks) |            |                          |
| Coal Tar epoxy                 | 25.20      |                          |
| Asbestos Encapsulation         | 25.90      |                          |

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

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

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

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 24.50

## OVERTIME PAY

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

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

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

## REGISTERED APPRENTICES

WAGES per hour:

Painter/Decorator: 1500 hour terms at the following percentage of the Journeyman Basic (Brush & Roll) wage rate:

| 1st | 2nd | 3rd | 4th |
|-----|-----|-----|-----|
| 60% | 70% | 80% | 90% |

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

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

SUPPLEMENTAL BENEFITS per hour:

Painter/Decorator:

| 1st     | 2nd     | 3rd     | 4th     |
|---------|---------|---------|---------|
| \$ 5.42 | \$ 5.42 | \$ 6.74 | \$ 7.90 |

Drywall Taper/ Finisher:

| 1st     | 2nd     | 3rd     | 4th     | 5th     | 6th     |
|---------|---------|---------|---------|---------|---------|
| \$ 5.42 | \$ 5.42 | \$ 5.42 | \$ 6.74 | \$ 6.74 | \$ 7.90 |

6-31

## Painter - Metal Polisher

01/01/2021

**JOB DESCRIPTION** Painter - Metal Polisher

**DISTRICT 8**

## ENTIRE COUNTIES

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

## WAGES

07/01/2020

|                  |          |
|------------------|----------|
| Metal Polisher   | \$ 36.33 |
| Metal Polisher*  | 37.43    |
| Metal Polisher** | 40.33    |

\*Note: Applies on New Construction & complete renovation

\*\* Note: Applies when working on scaffolds over 34 feet.

## SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2020

Journeyworker:

All classification \$ 9.94

## OVERTIME PAY

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

## HOLIDAY

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

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

## REGISTERED APPRENTICES

Wages per hour:

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

07/01/2020

|          |          |
|----------|----------|
| 1st year | \$ 16.00 |
| 2nd year | 17.00    |
| 3rd year | 18.00    |

|           |          |
|-----------|----------|
| 1st year* | \$ 16.39 |
| 2nd year* | 17.44    |



|            |          |
|------------|----------|
| 3rd year*  | 18.54    |
| 1st year** | \$ 18.50 |
| 2nd year** | 19.50    |
| 3rd year** | 20.50    |

\*Note: Applies on New Construction & complete renovation

\*\* Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:

Per hour:

|          |         |
|----------|---------|
| 1st year | \$ 6.69 |
| 2nd year | 6.69    |
| 3rd year | 6.69    |

8-8A/28A-MP

## Plumber

01/01/2021

**JOB DESCRIPTION** Plumber

**DISTRICT** 6

### ENTIRE COUNTIES

Chemung, Cortland, Onondaga, Schuyler, Tompkins

### PARTIAL COUNTIES

Madison: Only the Townships of Sullivan, Cazenovia and DeRuyter.

Seneca: Only the Townships of Covert and Lodi.

Steuben: Only the Townships of Addison, Bath, Bradford, Campbell, Caton, Corning, Erwin, Hornby, Lindley, Pulteney, Rathbone, Thurston, Tuscarora, Urbana and Wayne.

Tioga: Only the Townships of Barton, Berkshire, Candor, Richford, Spencer, Nichols and Tioga.

### WAGES

| Per hour:              | 07/01/2020 | 05/01/2021<br>Additional |
|------------------------|------------|--------------------------|
| Plumber/Steamfitter    | \$ 36.01   | \$ 1.50                  |
| Pipefitter/Welder/HVAC | 36.01      |                          |
| Refrigeration          | 36.01      |                          |

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

Shifts

|     |                |               |
|-----|----------------|---------------|
| 1st | 7:30AM to 4PM  | \$ 36.01      |
| 2nd | 4PM to 12AM    | RATE PLUS 15% |
| 3rd | 12AM to 7:30AM | RATE PLUS 20% |

### SUPPLEMENTAL BENEFITS

Per hour:

|            |          |
|------------|----------|
| Journeyman | \$ 25.37 |
|------------|----------|

### OVERTIME PAY

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

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

### REGISTERED APPRENTICES

WAGES per hour: One year terms

|          |          |          |          |          |
|----------|----------|----------|----------|----------|
| 1st      | 2nd      | 3rd      | 4th      | 5th      |
| \$ 18.00 | \$ 19.80 | \$ 21.60 | \$ 25.20 | \$ 30.60 |

SUPPLEMENTAL BENEFITS per hour:

|          |          |          |          |          |
|----------|----------|----------|----------|----------|
| \$ 12.50 | \$ 22.51 | \$ 22.83 | \$ 23.46 | \$ 24.42 |
|----------|----------|----------|----------|----------|

6-267-SF

## Roofer

01/01/2021

**JOB DESCRIPTION** Roofer

**DISTRICT** 6

## ENTIRE COUNTIES

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

## WAGES

| Per hour:             | 07/01/2020 | 06/01/2021<br>Additional |
|-----------------------|------------|--------------------------|
| Roofer, Waterproofer  | \$ 28.00   | \$ 1.75                  |
| Additional per hour:  |            |                          |
| Green Roofing*        | \$ 0.25    | \$ 0.25                  |
| Pitch Removal & Appl. | 1.15       | 1.40                     |
| Asbestos Abatement    | 1.40       | 1.50                     |
| Irregular Shift(s)**  | 4.00       | 4.00                     |

## NOTES:

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

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

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

## SUPPLEMENTAL BENEFITS

|            |          |
|------------|----------|
| Per hour:  |          |
| Journeyman | \$ 24.10 |

Additional contribution 0.75  
on any Asbestos Abatement work.

## OVERTIME PAY

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

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

## HOLIDAY

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

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

## REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms

|                         |          |
|-------------------------|----------|
| 1st term (0 to 999)     | \$ 18.52 |
| 2nd term (1000 to 1999) | 19.20    |
| 3rd term (2000 to 2999) | 21.00    |
| 4th term (3000 to 3999) | 23.80    |

|                       |         |
|-----------------------|---------|
| Additional per hour:  |         |
| Green Roofing**       | \$ 0.25 |
| Pitch Removal & Appl. | 1.15    |
| Asbestos Abatement    | 1.40    |

SUPPLEMENTAL BENEFITS per hour:

|          |          |
|----------|----------|
| 1st term | \$ 18.23 |
| 2nd term | 19.65    |
| 3rd term | 23.10    |
| 4th term | 24.10    |

Additional contribution \$ 0.75  
on any Asbestos Abatement work

6-195

## Sheetmetal Worker

01/01/2021

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT** 6

## ENTIRE COUNTIES

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

## WAGES

|           |            |
|-----------|------------|
| Per hour: | 07/01/2020 |
|-----------|------------|

Sheetmetal Worker:  
\*\*(under \$10 million) \$ 29.63  
\*\*(over \$10 million) 30.63

\*\*For total cost of Sheetmetal contract only.

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

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 20.82  
plus 3% of  
hourly wage  
paid

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

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

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

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

### REGISTERED APPRENTICES

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

| 1st      | 2nd      | 3rd      | 4th      | 5th      | 6th      | 7th      | 8th      | 9th      | 10th     |
|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 40%*     | 45%      | 50%      | 55%      | 60%      | 65%      | 70%      | 75%      | 80%      | 85%      |
| \$ 11.85 | \$ 13.33 | \$ 14.82 | \$ 16.30 | \$ 17.78 | \$ 19.26 | \$ 20.74 | \$ 22.22 | \$ 23.70 | \$ 25.19 |

\*Rate Effective 12/31/2020: \$12.50

SUPPLEMENTAL BENEFITS per hour:

|        |        |        |        |        |        |        |        |        |        |
|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 12.02* | 12.48* | 12.94* | 13.41* | 13.87* | 14.33* | 15.83* | 16.29* | 16.75* | 17.22* |
|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|

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

6-58

### Sprinkler Fitter

01/01/2021

**JOB DESCRIPTION** Sprinkler Fitter

**DISTRICT 1**

### ENTIRE COUNTIES

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

### WAGES

Per hour 07/01/2020  
Sprinkler \$ 35.01  
Fitter

### SUPPLEMENTAL BENEFITS

Per hour

Journeyperson \$ 26.62

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

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

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

### REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following percentage of journeyperson's wage.

| 1st      | 2nd      | 3rd      | 4th      | 5th      | 6th      | 7th      | 8th      | 9th      | 10th     |
|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| \$ 16.94 | \$ 18.82 | \$ 20.44 | \$ 22.31 | \$ 24.18 | \$ 26.05 | \$ 27.92 | \$ 29.79 | \$ 31.67 | \$ 33.54 |

Supplemental Benefits per hour

| 1st     | 2nd     | 3rd      | 4th      | 5th      | 6th      | 7th      | 8th      | 9th      | 10th     |
|---------|---------|----------|----------|----------|----------|----------|----------|----------|----------|
| \$ 8.27 | \$ 8.27 | \$ 18.70 | \$ 18.70 | \$ 18.95 | \$ 18.95 | \$ 18.95 | \$ 18.95 | \$ 18.95 | \$ 18.95 |

1-669

**Teamster - Building** **01/01/2021**

**JOB DESCRIPTION** Teamster - Building

**DISTRICT** 6

**ENTIRE COUNTIES**

Broome, Cayuga, Cortland, Delaware, Onondaga, Seneca, Tompkins, Yates

**PARTIAL COUNTIES**

Allegany: Only the Townships of Almond, Burns, and Alfred.

Chenango: Only the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.

Madison: Only the Townships of Cazenovia, DeRuyter, Fenner, Georgetown, Lenox, Nelson and Sullivan.

Oswego: All Townships except Redfield, Boylston and Sandy Creek.

Otsego: Only the Townships of Butternuts, Laurens, Maryland, Millford, Morris, Oneonta, Otego, Unadilla, and Worcester.

Steuben: Only the Townships of Prattsburg, Pulteney, Canisteo, Howard, Fremont, Avoca, Wheeler, Wayland, Cohoctan, Dansville, Hornell, Hartsville, Greenwood, West Union, Troupsburg, and Jasper.

Tioga: Only the Townships of Berkshire, Candor, Newark Valley, Nichols, Owego, Richford, and Tioga. All territory east of Nichols/Smithboro to Broome County, within State of New York.

**WAGES**

GROUP A: Straight Trucks

GROUP B: Tractor Trailer, Farm Tractor, Fuel Truck.

GROUP C: Euclid.

GROUP D: On site Mechanic.

| Per hour:                       | 07/01/2020 | 06/01/2021 | 06/01/2022 |
|---------------------------------|------------|------------|------------|
| Building: (under \$ 5 million*) |            |            |            |
| GROUP A                         | \$ 22.43   | \$ 23.43   | \$ 24.43   |
| GROUP B                         | 22.43      | 23.43      | 24.43      |
| GROUP C                         | 22.43      | 23.43      | 24.43      |
| GROUP D                         | 22.43      | 23.43      | 24.43      |
| Building: (over \$ 5 million*)  |            |            |            |
| GROUP A                         | \$ 23.48   | \$ 24.48   | \$ 25.48   |
| GROUP B                         | 23.58      | 24.58      | 25.58      |
| GROUP C                         | 23.83      | 24.83      | 25.83      |
| GROUP D                         | 23.63      | 24.63      | 25.63      |

\* Total project cost including General Construction, Plumbing, HVAC and Electrical

**SUPPLEMENTAL BENEFITS**

Per hour:

|                      |          |          |          |
|----------------------|----------|----------|----------|
| (under \$5 million*) | \$ 27.19 | \$ 27.86 | \$ 28.62 |
| (over \$5 million*)  | 27.89    | 28.58    | 29.36    |

\* Total project cost including General Construction, Plumbing, HVAC and Electrical

**OVERTIME PAY**

(D, O) on OVERTIME PAGE

**HOLIDAY**

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

6-317

**Teamster - Heavy&Highway** **01/01/2021**

**JOB DESCRIPTION** Teamster - Heavy&Highway

**DISTRICT** 6

**ENTIRE COUNTIES**

Onondaga

**PARTIAL COUNTIES**

Madison: Only the Townships of Cazenovia, DeRuyter, Fenner, Georgetown, Lenox, Nelson and Sullivan.  
Oswego: All Townships except Redfield, Sandy Creek and Boylston

### WAGES

GROUP 1: Warehousemen\*, Yardmen\*, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers & Receivers\*, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers. Tandems and Batch Trucks, Mechanics, Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks and Agitator, Mixer Trucks and Dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

\*NOTE: Applies when a temporary warehouse structure is built/utilized specifically for a public work project.

### GROUP 2:

Specialized Earth Moving Equipment-Euclid type, or similar off-highway equipment, where not self-loading, Straddle (Ross) Carrier and self-contained concrete mobile unit, Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

|           |            |            |
|-----------|------------|------------|
| Per hour: | 07/01/2020 | 06/01/2021 |
| GROUP 1   | \$ 27.13   | \$ 28.36   |
| GROUP 2   | 27.33      | 28.56      |

NOTE: For all work bid, there shall be a twelve month carryover of the rates in effect at the time of the bid.

Additional \$ 1.50 per hour on City, County, Federal and/or State designated hazardous waste site when personal protection is required by regulation to be used or worn.

### SUPPLEMENTAL BENEFITS

Per hour:

|            |          |          |
|------------|----------|----------|
| Journeyman | \$ 25.69 | \$ 26.21 |
|------------|----------|----------|

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

6-317h

### Welder

01/01/2021

### 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 | 07/01/2020 |
|----------|------------|

Welder: To be paid the same rate of the mechanic performing the work.\*

\*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

### OVERTIME PAY

### HOLIDAY

1-As Per Trade

## Onondaga County Residential

### Electrician - Residential

01/01/2021

**JOB DESCRIPTION** Electrician - Residential

**DISTRICT** 6

#### ENTIRE COUNTIES

Cortland, Herkimer, Madison, Oneida, Oswego

#### PARTIAL COUNTIES

Cayuga: Townships of Ira, Locke, Sempronius, Sterling, Summerhill and Victory.

Chenango: Only the Townships of Columbus, New Berlin and Sherburne.

Onondaga: Entire County except Townships of Elbridge and Skaneateles.

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

Tompkins: Only the Township of Groton

Wayne: Only the Townships of Huron, Wolcott, Rose and Butler.

#### WAGES

NOTE: These rates apply only to projects involving construction, alteration or repair of single-family houses or apartment buildings of no more than four (4) stories in height, including all incidental items such as site work, parking areas, utilities, and sidewalks.

|                     |            |
|---------------------|------------|
| Per hour:           | 07/01/2020 |
| Residential & Rehab |            |
| Electrician         | \$ 21.50   |

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

|                            |          |
|----------------------------|----------|
| 1ST SHIFT 8:00AM - 4:30PM  | \$ 21.50 |
| 2ND SHIFT 4:30PM - 1:00AM  | 25.22    |
| 3RD SHIFT 12:30AM - 9:00AM | 28.25    |

#### SUPPLEMENTAL BENEFITS

Per hour:

|            |               |
|------------|---------------|
| Journeyman | \$ 10.69 plus |
|            | 3% of hourly  |
|            | wage paid     |

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

#### OVERTIME PAY

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

\* Double time after 10 hours on Saturday.

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.

Contractor is still responsible to pay the hourly benefit amount for each hour worked.

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If any of the above holidays fall on a Sunday, Monday shall be observed as the holiday.

6-43r s.o.c.

### Electrician - Residential

01/01/2021

**JOB DESCRIPTION** Electrician - Residential

**DISTRICT** 7

#### ENTIRE COUNTIES

Yates

#### PARTIAL COUNTIES

Cayuga: All Townships except Genoa, Ira, Sterling, Victory, Locke, Sempronius and Summerhill

Onondaga: Townships of Elbridge and Skaneateles

Ontario: Townships of Canadaigua, Farmington, Geneva, Gorham, Hopewell, Manchester, Phelps and Seneca

Seneca: All Townships except Covert and Lodi

Wayne: Townships of Arcadia, Galen, Lyons, Savannah and Village of Newark.

#### WAGES

NOTE: These rates apply only to projects involving construction, alteration or repair of single-family houses or apartment buildings of no more than four (4) stories in height, including all incidental items such as site work, parking areas, utilities, and sidewalks.

|             |            |
|-------------|------------|
| Per hour:   | 07/01/2020 |
| Electrician | \$ 23.05   |

Work from 4:30 PM-1:00AM 27.04\*  
Work from 12:30 AM-9:00 AM 30.29\*

\* Applies when multiple shifts of 8 hours for at least 5 days duration are mandated by the contracting agency.

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 7.40  
plus 3% of  
wage paid

#### OVERTIME PAY

See (B, Q) on OVERTIME PAGE

Note-Time and one half shall be paid for work in excess of five (5) days per week.

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

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

When a holiday falls on Saturday, Friday shall be observed as the holiday. When a holiday falls on Sunday, Monday shall be observed as the holiday.

7-840 R

#### Laborer - Residential

01/01/2021

**JOB DESCRIPTION** Laborer - Residential

**DISTRICT 7**

#### ENTIRE COUNTIES

Cayuga, Onondaga, Oswego

#### WAGES

NOTE: Residential Construction is defined as one family, two family, row housing and garden type homes or apartments which are not more than four (4) stories high and are used as private dwellings. It shall not cover any building which is not being used as a private dwelling regardless of its location or size.

Per hour: 07/01/2020

Residential Laborer \$ 16.35

IMPORTANT NOTE: Wage and supplement rates for the operation of forklift and skid steer may be found under the classification "Operating Engineer".

#### SUPPLEMENTAL BENEFITS

Per hour:

\$ 12.04

#### OVERTIME PAY

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

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

WAGES: (1) year terms of the following percentage of Journeyman's wage

|      |     |     |     |
|------|-----|-----|-----|
| 1st  | 2nd | 3rd | 4th |
| 60%* | 70% | 80% | 90% |

\*Rate Effective 12/31/2020: \$12.50

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyman

7-633r CayOnOs

#### Mason - Residential

01/01/2021

**JOB DESCRIPTION** Mason - Residential

**DISTRICT 12**

## ENTIRE COUNTIES

Cayuga, Onondaga

## PARTIAL COUNTIES

Madison: Only the Townships of Sullivan & Cazenovia

## WAGES

\*\*\*IMPORTANT NOTE: Applies to the construction of one family, two family row housing, townhouses, apartments, condominiums and garden type projects or a combination thereof, together with related service buildings and facilities which construction work may be performed wholly on-site or may consist of the assembly of off-site produced modules or components but any of which living units are in the finished form no more than four (4) stories high and are to be used as dwellings.\*\*\*

Per hour

07/01/2020

Mason

\$ 21.72

## SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman

\$ 18.59

## OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

## HOLIDAY

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

12-2r3

## Operating Engineer - Residential

01/01/2021

**JOB DESCRIPTION** Operating Engineer - Residential

**DISTRICT** 6

## ENTIRE COUNTIES

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

## WAGES

IMPORTANT NOTE: Applies to all rehabilitation work on residential structures. "Rehabilitation" shall be defined to include all work, including demolition, repair and alteration on any existing structure which is intended for residential use. On new housing, applicable only to site construction of all new work done by the Employer on one family, two family, row housing and garden type homes or apartments which are not more than four (4) stories above ground level and are used as dwellings.

Per hour:

07/01/2020

07/01/2021

07/01/2022

Residential

Operating Engineer

\$ 33.21

\$ 34.12

\$ 35.08

## SUPPLEMENTAL BENEFITS

Per hour:

Journeyman

\$ 20.27

\$ 21.09

\$ 21.92

## OVERTIME PAY

See (B, E2, \*H) on OVERTIME PAGE

\*If Labor Day is worked, the rate of pay shall be at double time rate.

## HOLIDAY

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

6-158-545r

## Sheetmetal Worker - Residential

01/01/2021

**JOB DESCRIPTION** Sheetmetal Worker - Residential

**DISTRICT** 6

## ENTIRE COUNTIES

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

## WAGES

\*\*\*IMPORTANT NOTE: Residential work shall be defined as applying to any single family dwelling or multiple family dwelling up to four(4) stories where each individual family apartment is individually air conditioned and/or heated by a separate and independent unit or system.\*\*\*

Per hour:

07/01/2020

Residential:



|                                 |          |
|---------------------------------|----------|
| HVAC Tech (installs & services) | \$ 19.21 |
| Journeyman (installation only)  | 16.44    |

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

#### SUPPLEMENTAL BENEFITS

Per hour:

|                   |         |
|-------------------|---------|
| Tech & Journeyman | \$ 5.63 |
|-------------------|---------|

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

#### HOLIDAY

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

6-58r

#### Sprinkler Fitter - Residential

01/01/2021

**JOB DESCRIPTION** Sprinkler Fitter - Residential

**DISTRICT 1**

#### ENTIRE COUNTIES

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

#### WAGES

\*\*\*IMPORTANT NOTE: "Residential fire protection work" is applicable to one or two family dwellings, all multiple family dwelling units which are permitted to have a single exterior up to and including four stories, townhouses with units stacked vertically up to and including four stories and group residential care facilities and protective care homes (sheltered housing), not to include nursing homes or ambulatory care facilities.\*\*\*

|          |            |
|----------|------------|
| Per hour | 07/01/2020 |
|----------|------------|

|                     |          |
|---------------------|----------|
| Sprinkler<br>Fitter | \$ 26.26 |
|---------------------|----------|

#### SUPPLEMENTAL BENEFITS

Per hour

|            |          |
|------------|----------|
| Journeyman | \$ 26.62 |
|------------|----------|

#### OVERTIME PAY

See (B, H) on OVERTIME PAGE

#### HOLIDAY

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

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

1-669r

## Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- ( AA ) Time and one half of the hourly rate after 7 and one half hours per day
- ( A ) Time and one half of the hourly rate after 7 hours per day
- ( B ) Time and one half of the hourly rate after 8 hours per day
- ( B1 ) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.  
Double the hourly rate for all additional hours
- ( B2 ) Time and one half of the hourly rate after 40 hours per week
- ( C ) Double the hourly rate after 7 hours per day
- ( C1 ) Double the hourly rate after 7 and one half hours per day
- ( D ) Double the hourly rate after 8 hours per day
- ( D1 ) Double the hourly rate after 9 hours per day
- ( E ) Time and one half of the hourly rate on Saturday
- ( E1 ) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- ( E2 ) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E3 ) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- ( E4 ) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E5 ) Double time after 8 hours on Saturdays
- ( F ) Time and one half of the hourly rate on Saturday and Sunday
- ( G ) Time and one half of the hourly rate on Saturday and Holidays
- ( H ) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- ( I ) Time and one half of the hourly rate on Sunday
- ( J ) Time and one half of the hourly rate on Sunday and Holidays
- ( K ) Time and one half of the hourly rate on Holidays
- ( L ) Double the hourly rate on Saturday
- ( M ) Double the hourly rate on Saturday and Sunday
- ( N ) Double the hourly rate on Saturday and Holidays
- ( O ) Double the hourly rate on Saturday, Sunday, and Holidays
- ( P ) Double the hourly rate on Sunday
- ( Q ) Double the hourly rate on Sunday and Holidays
- ( R ) Double the hourly rate on Holidays
- ( S ) Two and one half times the hourly rate for Holidays

- 
- ( S1 ) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
  - ( T ) Triple the hourly rate for Holidays
  - ( U ) Four times the hourly rate for Holidays
  - ( V ) Including benefits at SAME PREMIUM as shown for overtime
  - ( W ) Time and one half for benefits on all overtime hours.
  - ( X ) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

## Holiday Codes

### PAID Holidays:

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

### OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- ( 1 ) None
- ( 2 ) Labor Day
- ( 3 ) Memorial Day and Labor Day
- ( 4 ) Memorial Day and July 4th
- ( 5 ) Memorial Day, July 4th, and Labor Day
- ( 6 ) New Year's, Thanksgiving, and Christmas
- ( 7 ) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- ( 8 ) Good Friday
- ( 9 ) Lincoln's Birthday
- ( 10 ) Washington's Birthday
- ( 11 ) Columbus Day
- ( 12 ) Election Day
- ( 13 ) Presidential Election Day
- ( 14 ) 1/2 Day on Presidential Election Day
- ( 15 ) Veterans Day
- ( 16 ) Day after Thanksgiving
- ( 17 ) July 4th
- ( 18 ) 1/2 Day before Christmas
- ( 19 ) 1/2 Day before New Years
- ( 20 ) Thanksgiving
- ( 21 ) New Year's Day
- ( 22 ) Christmas
- ( 23 ) Day before Christmas
- ( 24 ) Day before New Year's
- ( 25 ) Presidents' Day
- ( 26 ) Martin Luther King, Jr. Day
- ( 27 ) Memorial Day
- ( 28 ) Easter Sunday

**Special Note New York State Department of Labor  
Prevailing Wage Rates**

**Prime Contractor's Certification (New York State  
Labor Law Section 220-a)**

**Subcontractor's Certification (New York State Labor  
Law Section 220-a)**

## SECTION 011000 - SUMMARY OF WORK

## PART 1 GENERAL

## 1.1 SECTION INCLUDES

- A. Project Information
- B. Project Description
- C. Contracts
- D. Contractor Use of Site and Premises
- E. Work Restrictions
- F. Specification and Drawing Conventions

## 1.2 PROJECT INFORMATION

- A. Notice to Bidders: Qualified Bidders may submit bids for project as described in this Document. Submit bids according to the Instructions to Bidders.
  - 1. Regulatory Requirements: New York State Municipal Law shall govern submittal, opening, and award of bids.
- B. Project Identification: Maider Road Waterfront Site Environmental Restoration Project Clay, Onondaga County Site No. B00015.
  - 1. Project Location: 3414 Maider Road, Town of Clay, Onondaga County, New York 13041.
- C. Owner: Town of Clay.
  - 1. Owner's Representative: Damian M. Ulatowski, Supervisor, Phone 315-652-3800.
- D. Architect (Engineer): Daniel E. Riker, PG, Phone 315-455-2000.
  - 1. All references in the Contract Documents to Architect shall mean Engineer.
- E. Construction Administrator: Daniel E. Riker, PG, Phone 315-455-2000.
- F. Project Description: See Article 1 of the Agreement.
- G. Construction Contract: Bids will be received for the following Work:



1. General Contract (all trades).

### 1.3 PROJECT DESCRIPTION

- A. See Article 1 of the Agreement.

### 1.4 CONTRACTS

- A. The Owner anticipates awarding a single Contract for all work described in Subsection 1.2.

### 1.5 CONTRACTOR USE OF SITE AND PREMISES

- A. All work of this Contract will be done within the Maider Road Waterfront site, including the site across the road along the river bank, and within the confines of the Contract Limit Line shown on the Contract Drawings. The Contractor shall schedule and conduct his operations so that Work will be completed on schedule.
- B. There are no utilities or facilities available at the site for the Contractor's use. The Contractor must supply temporary water, power, and fuel supplies and storage as needed to support the Work. Contractor must supply mobile or temporary facilities for offices and storage as needed to support the Work.
- C. Contractor shall not unreasonably encumber site with materials or equipment. Contractor shall confine operations and storage of equipment and materials to those locations indicated in writing by the Owner/Engineer or within the Contractor's approved submittals.
- D. Contractor shall assume full responsibility for protection and safekeeping of products to be incorporated into the work which are stored on-site.

### 1.6 WORK RESTRICTIONS

- A. The Contractor shall notify adjacent landowners at least 7-days in advance of the Contractor's schedule to conduct Work adjacent to or on the landowner's property.

## PART 2 PRODUCTS

Not Used

## PART 3 EXECUTION

Not Used

END OF SECTION

SUMMARY OF WORK

011000 - 2

## SECTION 012100 - ALLOWANCES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
  - 1. Contingency allowances.
- C. Related Requirements:
  - 1. Section 012200 "Unit Prices" for procedures for using unit prices, including adjustment of quantity allowances when applicable.

#### 1.2 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

#### 1.3 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

## 1.5 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

## 1.6 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
  - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
  - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.
  - 3. Submit substantiation of a change in scope of Work, if any, claimed in Change Orders related to unit-cost allowances.
  - 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
  - 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of Work has changed from what could have been foreseen from information in the Contract Documents.
  - 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

## 3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

## 3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

## 3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Contingency Allowance: Include a contingency allowance of \$100,000.00 for use according to Owner's written instructions.

END OF SECTION 012100

## SECTION 012200 - UNIT AND LUMP SUM PRICES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for unit and lump sum prices.
- B. Related Requirements:
  - 1. Section 012100 "Allowances" for procedures for using unit prices to adjust quantity allowances.

#### 1.2 DEFINITIONS

- A. Unit price is an amount incorporated into the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased
- B. Lump sum price is a set fee for a given work element or task.

#### 1.3 PROCEDURES

- A. Prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.
- B. Measurement and Payment: See Part 3.1 Schedule of Prices for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in that Part.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Lump Sum Prices: A schedule of lump sum prices is included in Part 3.2. Specification Sections referenced in the schedule contain requirements for materials described under item.
- E. List of Unit Prices: A schedule of unit prices is included in Part 3.3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.
- F. For lump sum items that require on-going maintenance (e.g., erosion controls and decontamination pad), the payment provisions are as follows:
  - 1. Erosion Controls: Payment for approximately 50% of the item's bid amount upon installation; 30% for maintenance with a maximum of 10% of the item's bid amount monthly; and approximately 20% of the item's bid amount upon removal of the controls,

or completion of the work associated with that item and/or upon substantial completion for items that are required throughout construction.

2. Decontamination Pad: Payment for approximately 20% of the item's bid amount upon installation; 30% for maintenance with a maximum of 10% of the item's bid amount monthly; and approximately 50% of the item's bid amount upon removal of the controls, or completion of the work associated with that item and/or upon substantial completion for items that are required throughout construction.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 SCHEDULE OF PRICES

- A. For all unit price items, quantities will be based on limits/quantities as shown on the plans or as directed by the Engineer.
- B. For all items, work must be done in accordance with the site's Health and Safety Plan, Community Air Monitoring Plan, and with necessary controls in place, including but not limited to erosion controls, and perimeter/security controls.

### 3.2 LUMP SUM ITEMS:

- A. Lump Sum Price No. 1 – Contingency Allowance:
  1. Description: Pre-determined value added to the contract to cover unforeseen work and tasks.
  2. Unit of Measurement: Lump Sum.
- B. Lump Sum Price No. 2 – Alternate #1 Field Office:
  1. Description: Provision of field office.
  2. Unit of Measurement: Lump Sum.
- C. Lump Sum Price No. 3 – Mobilization & Demobilization:
  1. Description: Mobilization and demobilization of staff, equipment, and vehicles for the entire project.
  2. Unit of Measurement: Lump Sum.
- D. Lump Sum Price No. 4 – Health & Safety Plan:
  1. Description: Preparation of the site-specific Health and Safety Plan, as defined in numerous technical specifications.
  2. Unit of Measurement: Lump Sum.

- E. Lump Sum Price No. 5 – Stabilized Construction Entrance:
1. Description: Construction, maintenance and removal of construction entrance shown on C-104.
  2. Unit of Measurement: Lump Sum.
- F. Lump Sum Price No. 6 – Decontamination Pad:
1. Description: Construction, maintenance, and water disposal for decontamination pad as described in Section 015000.
  2. Unit of Measurement: Lump Sum.
- G. Lump Sum Price No. 7 – UST Removal:
1. Description: Closure by removal of a 6,000-gallon UST as described in Section 026500. Liquid disposal covered under Item #44.
  2. Unit of Measurement: Lump Sum.
- H. Lump Sum Price No. 8 – Water Pollution and Erosion Control:
1. Description: Onsite installation, maintenance, and inspection of erosion controls as described in Section 312710.
  2. Unit of Measurement: Lump Sum.
- I. Lump Sum Price No. 9 – Water Pollution and Erosion Control:
1. Description: Offsite installation, maintenance, and inspection of erosion controls as described in Section 312710.
  2. Unit of Measurement: Lump Sum.
- J. Lump Sum Price No. 10 – Tree Clearing and Grubbing:
1. Description: Onsite tree clearing and grubbing as described in Section 311000.
  2. Unit of Measurement: Lump Sum.
- K. Lump Sum Price No. 11 – Tree Clearing and Grubbing:
1. Description: Offsite tree clearing and grubbing as described in Section 311000.
  2. Unit of Measurement: Lump Sum.
- L. Lump Sum Price No. 12 – Survey:
1. Description: Survey to document existing conditions and site changes as described in Sections 028335 and 312319.
  2. Unit of Measurement: Lump Sum.
- M. Lump Sum Price No. 13 – Maintenance and Protection of Traffic:
1. Description: Ingress and egress to the Site consistent with local requirements and C-501.
  2. Unit of Measurement: Lump Sum.

## N. Lump Sum Price No. 14 – River Infrastructure Removal:

1. Description: Removal of river dock piers as shown on C-101. River bank pipe cleaning, cutting, and capping as described in Section 024119. Liquid disposal covered under Item #45.
2. Unit of Measurement: Lump Sum.

## O. Lump Sum Price No. 15 – Shed Relocation and Concrete Pad Installation:

1. Description: Relocate residence shed to perform work and reinstall on new concrete pad as shown on C-101.
2. Unit of Measurement: Lump Sum.

## P. Lump Sum Price No. 16 – Anything Else Not Listed:

1. Description: If needed, provide a cost for required items not provided in the Bid Sheet.
2. Unit of Measurement: Lump Sum

## 3.3. UNIT PRICE ITEMS

## A. Unit Price No. 17 - Monitoring Well Decommissioning:

1. Description: Onsite Monitoring Well Decommissioning according to the Contract Drawings.
2. Unit of Measurement: Each.

## B. Unit Price No. 18 - Monitoring Well Installation:

1. Description: Onsite Monitoring Well Installation according to the Contract Drawings.
2. Unit of Measurement: Each.

## C. Unit Price No. 19 - Monitoring Well Decommissioning:

1. Description: Offsite Monitoring Well Decommissioning according to the Contract Drawings.
2. Unit of Measurement: Each.

## D. Unit Price No. 20 - Monitoring Well Installation:

1. Description: Offsite Monitoring Well Installation according to the Contract Drawings
2. Unit of Measurement: Each.

## E. Unit Price No. 21 - Flowable Fill:

1. Description: Filling closed-in-place piping with flowable fill according to Section 312323.33.
2. Unit of Measurement: Cubic yards.



- F. Unit Price No. 22 - Asbestos-Containing Material (ACM) Pipe Abatement:
1. Description: Onsite Asbestos-Containing Material (ACM) pipe abatement according to Section 028213.
  2. Unit of Measurement: Linear foot.
- G. Unit Price No. 23 – Selective Demolition and Consolidation:
1. Description: Consolidation of clean concrete into onsite excavations according to Sections 017419 and 024119.
  2. Unit of Measurement: Yards.
- H. Unit Price No. 24 – Selective Demolition and Disposal:
1. Description: Offsite disposal of excess concrete and all asphalt according to Sections 017419 and 024119.
  2. Unit of Measurement: Tons.
- I. Unit Price No. 25 - Non-ACM Underground Piping Removals:
1. Description: Onsite Non-ACM Underground Piping Removals according to Section 024119.
  2. Unit of Measurement: Linear feet.
- J. Unit Price No. 26 - Non-ACM Underground Piping Removals:
1. Description: Offsite Non-ACM Underground Piping Removals according to Section 024119.
  2. Unit of Measurement: Linear feet.
- K. Unit Price No. 27 - Arsenic-Contaminated Soil Consolidation:
1. Description: Onsite Arsenic-Contaminated Soil Consolidation according to Sections 028335 and 310000.
  2. Unit of Measurement: Cubic yard.
- L. Unit Price No. 28 - Petroleum-Contaminated Soil & Stumps Disposal:
1. Description: Removal of Petroleum-Contaminated Soil & Stumps from onsite and disposal according to Sections 028335 and 310000.
  2. Unit of Measurement: Cubic yard.
- M. Unit Price No. 29 - Petroleum-Contaminated Soil & Stumps Disposal:
1. Description: Removal of Petroleum-Contaminated Soil & Stumps from offsite and disposal according to Sections 028335 and 310000.
  2. Unit of Measurement: Cubic yard.
- N. Unit Price No. 30 - Petroleum-Contaminated Soil Disposal Sampling / Testing:
1. Description: Testing of Petroleum-Contaminated Soil from Onsite Locations according to Section 028335.
  2. Unit of Measurement: Each.

- O. Unit Price No. 31 - Petroleum-Contaminated Soil Disposal Sampling / Testing:
1. Description: Testing of Petroleum-Contaminated Soil from Offsite Locations according to Section 028335.
  2. Unit of Measurement: Each.
- P. Unit Price No. 32 - Imported Backfill:
1. Description: Imported Backfill placed Onsite according to Sections 028335, 310000, and 310101.
  2. Unit of Measurement: Cubic yard.
- Q. Unit Price No. 33 - Imported Backfill:
1. Description: Imported Backfill placed Offsite according to Sections 028335, 310000, and 310101.
  2. Unit of Measurement: Cubic yard.
- R. Unit Price No. 34 - Demarcation Barrier:
1. Description: Installation of Demarcation Barrier according to Section Contract Drawings.
  2. Unit of Measurement: Square yard.
- S. Unit Price No. 35 - Non-Wetland Topsoil:
1. Description: Non-Wetland Topsoil placed onsite according to Section 310101.
  2. Unit of Measurement: Cubic yard.
- T. Unit Price No. 36 - Non-Wetland Topsoil:
1. Description: Non-Wetland Topsoil placed offsite according to Section 310101.
  2. Unit of Measurement: Cubic yard.
- U. Unit Price No. 37 – Wetland Topsoil:
1. Description: Wetland Topsoil placed onsite according to Section 333333.33.
  2. Unit of Measurement: Cubic yard.
- V. Unit Price No. 38 – Trees and Shrubs:
1. Description: Trees and Shrubs placed onsite according to Section 333333.33.
  2. Unit of Measurement: Each.
- W. Unit Price No. 39 - Trees and Shrubs:
1. Description: Trees and Shrubs placed offsite according to Section 333333.33.
  2. Unit of Measurement: Each.
- X. Unit Price No. 40 - Non-Wetland Restoration:
1. Description: Non-Wetland Restoration Onsite according to Section 310101.
  2. Unit of Measurement: Square yards.

- Y. Unit Price No. 41 - Non-Wetland Restoration:
1. Description: Non-Wetland Restoration Offsite according to Section 310101.
  2. Unit of Measurement: Square yard.
- Z. Unit Price No. 42 - Wetland Restoration:
1. Description: Onsite Wetland Restoration according to Section 333333.33.
  2. Unit of Measurement: Square yard.
- AA. Unit Price No. 43 - Leachfield Restoration:
1. Description: Offsite Leachfield Restoration according to Contract Drawings.
  2. Unit of Measurement: Linear feet.
- BB. Unit Price No. 44 – Transport and Disposal of Piping Liquids and UST Liquids
1. Description: Transporting and disposal of liquids from cleaning of piping and the UST located onsite.
  2. Unit of Measurement: Gallons
- CC. Unit Price No. 45 – Transport and Disposal of Piping Liquids
1. Description: Transporting and disposal of liquids from cleaning of piping located offsite.
  2. Unit of Measurement: Gallons
- DD. Unit Price No. 46 - Temporary Haul Road:
1. Description: Construction of Temporary Haul Road Onsite as shown on C-101.
  2. Unit of Measurement: Linear feet.
- EE. Unit Price No. 47 – Base Bid - De-watering Contaminated Water – Offsite Discharge:
1. Description: Handling, monitoring, testing, transporting, disposing, and removal of excavation water pumped from onsite locations, to be discharged offsite per OCDWEP requirements and Section 028335.
  2. Unit of Measurement: Per Day
- FF. Unit Price No. 48 – Alternate #2 - De-watering Contaminated Water – Onsite Discharge:
1. Description: Handling, monitoring, testing, transporting, disposing, and removal of excavation water pumped from onsite locations, to be discharged onsite per NYSDEC requirements and Section 028335.
  2. Unit of Measurement: Per Day
- GG. Unit Price No. 49 – Base Bid - De-watering Contaminated Water – Offsite Discharge:
1. Description: Handling, monitoring, testing, transporting, disposing, and removal of excavation water pumped from offsite locations, to be discharged offsite per OCDWEP requirements and Section 028335.
  2. Unit of Measurement: Per Day

## HH. Unit Price No. 50 – Alternate #2 - De-watering Contaminated Water – Onsite Discharge:

1. Description: Handling, monitoring, testing, transporting, disposing, and removal of excavation water pumped from offsite locations, to be discharged onsite per NYSDEC requirements and Section 028335.
2. Unit of Measurement: Per Day

## II. Unit Price No. 51 - Alternate #2 Removal and Disposal of ACM Contaminated Soil

1. Description: Handling, transporting, and disposal of ACM contaminated soil, if encountered
2. Unit of Measurement: Per Ton

END OF SECTION 012200

## SECTION 012300 - ALTERNATES

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

## 1.2 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
  - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

## 1.3 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Execute accepted alternates under the same conditions as other work of the Contract.
- C. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

## 3.1 SCHEDULE OF ALTERNATES

- A. Alternate No. 1.

1. Base Bid: No Field Office.
  2. Alternate: Provide a Field Office per Section 015000 "Temporary Facilities and Controls."
- B. Alternate No. 2.
1. Base Bid: De-watering Contaminated Water – Offsite Discharge (Onsite and Offsite Groundwater)
  2. Dewatering Contaminated Water – On Site Discharge (Onsite Groundwater)
  3. Dewatering Contaminated Water – On-Site Discharge (Offsite Groundwater)
- C. Alternate No. 3.
1. Base Bid: No removal or disposal of ACM contaminated soil
  2. Removal and disposal of ACM Contaminated Soil (Onsite)

END OF SECTION 012300

## SECTION 012500 - SUBSTITUTION PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
  - 1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

#### 1.2 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
  - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
  - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

#### 1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use form acceptable to Architect.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
    - b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
    - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.

- e. Samples, where applicable or requested.
  - f. Certificates and qualification data, where applicable or requested.
  - g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
  - h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
  - i. Research reports evidencing compliance with applicable codes in effect for Project.
  - j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

#### 1.4 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

#### 1.5 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.



## 1.6 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
- a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  - b. Substitution request is fully documented and properly submitted.
  - c. Requested substitution will not adversely affect Contractor's construction schedule.
  - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
  - e. Requested substitution is compatible with other portions of the Work.
  - f. Requested substitution has been coordinated with other portions of the Work.
  - g. Requested substitution provides specified warranty.
  - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

## SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

#### 1.2 FIELD ORDER CHANGES IN THE WORK

- A. Refer to C-700 Standard General Conditions of the Construction Contract regarding instructions authorizing field order changes in the Work.
  - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.

#### 1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within 14 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

#### 1.4 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Change Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

#### 1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

#### 1.6 WORK CHANGE DIRECTIVE

- A. Work Change Directive: Architect may issue a Work Change Directive on EJCDC Document C-940. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  1. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

## SECTION 012900 - PAYMENT PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

#### 1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
  - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
  - 1. Arrange schedule of values consistent with format of AIA Document G703.
  - 2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
  - 3. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
    - a. Differentiate between items stored on-site and items stored off-site.
  - 4. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
  - 5. Overhead Costs: Include total cost and proportionate share of general overhead and profit for each line item.
  - 6. Closeout Costs. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
  - 7. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

### 1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.
  - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
  - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  - 2. When an application shows completion of an item, submit conditional final or full waivers.
  - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  - 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  - 5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  - 1. List of subcontractors.
  - 2. Schedule of values.

3. Contractor's construction schedule (preliminary if not final).
  4. Products list (preliminary if not final).
  5. Sustainable design action plans, including preliminary project materials cost data.
  6. Schedule of unit prices.
  7. Submittal schedule (preliminary if not final).
  8. List of Contractor's staff assignments.
  9. List of Contractor's principal consultants.
  10. Copies of building permits.
  11. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  12. Initial progress report.
  13. Report of preconstruction conference.
  14. Certificates of insurance and insurance policies.
  15. Performance and payment bonds.
  16. Data needed to acquire Owner's insurance.
  17. Health and Safety Plan (HASP).
- H. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706.
  5. AIA Document G706A.
  6. AIA Document G707.
  7. Evidence that claims have been settled.
  8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
  9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

## SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Coordination drawings.
  - 3. RFIs.
  - 4. Digital project management procedures.
  - 5. Project meetings.
- B. Related Requirements:
  - 1. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

#### 1.2 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.

#### 1.3 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.



- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
  2. Preparation of the schedule of values.
  3. Installation and removal of temporary facilities and controls.
  4. Delivery and processing of submittals.
  5. Progress meetings.
  6. Preinstallation conferences.
  7. Project closeout activities.
  8. Startup and adjustment of systems.

#### 1.4 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
    - a. Indicate functional and spatial relationships of Work.
    - b. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with minimum clearance requirements. Provide alternative sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Coordination Drawing Organization: Organize coordination drawings as follows:
1. Plans: Show coordination elements of the Work. Show locations of elements. Supplement plans with sections/elevations where required to adequately represent the Work.
  2. Review: Architect will review coordination drawings to confirm that, in general, the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make suitable modifications and resubmit.
- C. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
1. File Preparation Format:
    - a. Same digital data software program, version, and operating system as original Drawings.

2. File Submittal Format: Submit or post coordination drawing files using PDF format.
3. Architect will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.
  - a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
  - b. Digital Data Software Program: Drawings are available in AutoCAD.
  - c. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Owner and Architect.

#### 1.5 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
  1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
  2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
  1. Owner name.
  2. Owner's Project number.
  3. Name of Architect.
  4. Architect's Project number.
  5. Date.
  6. Name of Contractor.
  7. RFI number, numbered sequentially.
  8. RFI subject.
  9. Specification Section number and title and related paragraphs, as appropriate.
  10. Drawing number and detail references, as appropriate.
  11. Field dimensions and conditions, as appropriate.
  12. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  13. Contractor's signature.
  14. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
  1. The following Contractor-generated RFIs will be returned without action:

- a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for approval of Contractor's means and methods.
    - d. Requests for coordination information already indicated in the Contract Documents.
    - e. Requests for adjustments in the Contract Time or the Contract Sum.
    - f. Requests for interpretation of Architect's actions on submittals.
    - g. Incomplete RFIs or inaccurately prepared RFIs.
  2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.
  3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within five days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Use software log with not less than the following:]
1. Project name.
  2. Name and address of Contractor.
  3. Name and address of Architect.
  4. RFI number including RFIs that were returned without action or withdrawn.
  5. RFI description.
  6. Date the RFI was submitted.
  7. Date Architect's response was received.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within three days if Contractor disagrees with response.
- 1.6 DIGITAL PROJECT MANAGEMENT PROCEDURES
- A. Use of Architect's Digital Data Files: Digital data files of Architect's CAD drawings will be provided by Architect for Contractor's use during construction.
1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project record Drawings.
  2. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.
  3. Digital Drawing Software Program: Contract Drawings are available in AutoCAD.
  4. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Owner and Architect.
- B. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.
3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

#### 1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
- B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
  1. Attendees: Authorized representatives of NYSDEC, Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Responsibilities and personnel assignments.
    - b. Tentative construction schedule.
    - c. Phasing.
    - d. Critical work sequencing and long lead items.
    - e. Designation of key personnel and their duties.
    - f. Lines of communications.
    - g. Use of web-based Project software.
    - h. Procedures for processing field decisions and Change Orders.
    - i. Procedures for RFIs.
    - j. Procedures for testing and inspecting.
    - k. Procedures for processing Applications for Payment.
    - l. Distribution of the Contract Documents.
    - m. Submittal procedures.
    - n. Preparation of Record Documents.
    - o. Use of the premises.
    - p. Work restrictions.
    - q. Working hours.
    - r. Owner's occupancy requirements.
    - s. Responsibility for temporary facilities and controls.
    - t. Procedures for moisture and mold control.
    - u. Procedures for disruptions and shutdowns.
    - v. Construction waste management and recycling.
    - w. Parking availability.
    - x. Office, work, and storage areas.
    - y. Equipment deliveries and priorities.
    - z. First aid.
    - aa. Security.
    - bb. Progress cleaning.

3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Progress Meetings: Conduct progress meetings at weekly intervals.
1. Coordinate dates of meetings with preparation of payment requests.
  2. Attendees: In addition to representatives of NYSDEC, Owner, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      - 1) Review schedule for next period.
    - b. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site use.
      - 8) Temporary facilities and controls.
      - 9) Progress cleaning.
      - 10) Quality and work standards.
      - 11) Status of correction of deficient items.
      - 12) Field observations.
      - 13) Status of RFIs.
      - 14) Status of Proposal Requests.
      - 15) Pending changes.
      - 16) Status of Change Orders.
      - 17) Pending claims and disputes.
      - 18) Documentation of information for payment requests.
  4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
    - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

## SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Contractor's Construction Schedule.
  - 2. Construction schedule updating reports.
  - 3. Daily construction reports.
  - 4. Site condition reports.

#### 1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. Working electronic copy of schedule file.
  - 2. PDF file.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- C. Construction Schedule Updating Reports: Submit with Applications for Payment.
- D. Site Condition Reports: Submit at time of discovery of differing conditions.

#### 1.4 COORDINATION

- A. Coordinate Contractor's Construction Schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from entities involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

## 1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
- B. Time Frame: Extend schedule from date established for commencement of the Work to date of final completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- D. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
  - 1. Unresolved issues.
  - 2. Unanswered Requests for Information.
  - 3. Rejected or unreturned submittals.
  - 4. Notations on returned submittals.
  - 5. Pending modifications affecting the Work and the Contract Time.
- E. Contractor's Construction Schedule Updating: At biweekly intervals, update schedule to reflect actual construction progress and activities. Issue schedule before each regularly scheduled progress meeting.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate final completion percentage for each activity.
- F. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.
- G. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. Post copies in Project meeting rooms and temporary field offices.
  - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.



## 1.6 GANTT-CHART SCHEDULE REQUIREMENTS

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for commencement of the Work.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
  - 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

## 1.7 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
  - 1. List of subcontractors at Project site.
  - 2. List of separate contractors at Project site.
  - 3. Approximate count of personnel at Project site.
  - 4. Equipment at Project site.
  - 5. Material deliveries.
  - 6. High and low temperatures and general weather conditions, including presence of rain or snow.
  - 7. Testing and inspection.
  - 8. Accidents.
  - 9. Meetings and significant decisions.
  - 10. Stoppages, delays, shortages, and losses.
  - 11. Meter readings and similar recordings.
  - 12. Emergency procedures.
  - 13. Orders and requests of authorities having jurisdiction.
  - 14. Change Orders received and implemented.
  - 15. Work Change Directives received and implemented.
  - 16. Services connected and disconnected.
  - 17. Equipment or system tests and startups.
  - 18. Partial completions and occupancies.
  - 19. Substantial Completions authorized.
- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013200

## SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Preconstruction photographs.
  - 2. Concealed Work photographs.
  - 3. Periodic construction photographs.
  - 4. Final completion construction photographs.
- B. Related Requirements:
  - 1. Section 017700 "Closeout Procedures" for submitting photographic documentation as Project Record Documents at Project closeout.
  - 2. Section 024119 "Selective Demolition" for photographic documentation before selective demolition operations commence.
  - 3. Section 311000 "Site Clearing" for photographic documentation before site clearing operations commence.

#### 1.2 INFORMATIONAL SUBMITTALS

- A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.
- B. Digital Photographs: Submit image files within three days of taking photographs.
  - 1. Submit photos on CD-ROM or thumb-drive. Include copy of key plan indicating each photograph's location and direction.
  - 2. Identification: Provide the following information with each image description in file metadata tag:
    - a. Name of Project.
    - b. Name and contact information for photographer.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Date photograph was taken.
    - f. Description of location, vantage point, and direction.
    - g. Unique sequential identifier keyed to accompanying key plan.

### 1.3 FORMATS AND MEDIA

- A. Digital Photographs: Provide color images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels. Use flash in low light levels or backlit conditions.
- B. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
- C. Metadata: Record accurate date and time and GPS location data from camera.
- D. File Names: Name media files with date and sequential numbering suffix.

### 1.4 CONSTRUCTION PHOTOGRAPHS

- A. Photographer: Engage a qualified photographer to take construction photographs.
- B. General: Take photographs with maximum depth of field and in focus.
  - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- C. Preconstruction Photographs: Before commencement of the Work, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect.
  - 1. Flag excavation areas before taking construction photographs.
  - 2. Take 20 photographs to show existing conditions adjacent to property before starting the Work.
  - 3. Take 20 photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
  - 4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.
- D. Concealed Work Photographs: Before proceeding with installing work that will conceal other work, take photographs sufficient in number, with annotated descriptions, to record nature and location of concealed Work, including, but not limited to, the following:
  - 1. Underground utilities.
  - 2. Underslab services.
  - 3. Piping.
  - 4. Electrical conduit.
  - 5. Waterproofing and weather-resistant barriers.
- E. Periodic Construction Photographs: Take 20 photographs weekly. Select vantage points to show status of construction and progress since last photographs were taken.
- F. Final Completion Construction Photographs: Take 20 photographs after date of Substantial Completion for submission as Project Record Documents. Architect will inform photographer of desired vantage points.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013233

## SECTION 013300 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

#### 1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

#### 1.3 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

#### 1.4 SUBMITTAL FORMATS

A. Submittal Information: Include the following information in each submittal:

1. Project name.
2. Date.
3. Name of Architect.
4. Name of Contractor.
5. Name of firm or entity that prepared submittal.
6. Names of subcontractor, manufacturer, and supplier.
7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.
8. Category and type of submittal.
9. Submittal purpose and description.

10. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
  11. Drawing number and detail references, as appropriate.
  12. Indication of full or partial submittal.
  13. Location(s) where product is to be installed, as appropriate.
  14. Other necessary identification.
  15. Remarks.
  16. Signature of transmitter.
- B. Options: Identify options requiring selection by Architect.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.
- E. Submittals for Utilizing Web-Based Project Management Software: Prepare submittals as PDF files, or other format indicated by Project management software.

## 1.5 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Email: Prepare submittals as PDF package, and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.
  2. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project management software website. Enter required data in web-based software site to fully identify submittal.
  3. Paper: Prepare submittals in paper form, and deliver to Architect.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Resubmittal Review: Allow 10 days for review of each resubmittal.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

## 1.6 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
  2. Mark each copy of each submittal to show which products and options are applicable.
  3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams that show factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  5. Submit Product Data before Shop Drawings, and before or concurrent with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data unless submittal based on Architect's digital data drawing files is otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:



- a. Identification of products.
  - b. Schedules.
  - c. Compliance with specified standards.
  - d. Notation of coordination requirements.
  - e. Notation of dimensions established by field measurement.
  - f. Relationship and attachment to adjoining construction clearly indicated.
  - g. Seal and signature of professional engineer if specified.
- C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials.
  - 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  - 2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
    - a. Project name and submittal number.
    - b. Generic description of Sample.
    - c. Product name and name of manufacturer.
    - d. Sample source.
    - e. Number and title of applicable Specification Section.
    - f. Specification paragraph number and generic name of each item.
  - 3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics, and identification information for record.
  - 4. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project software website. Enter required data in web-based software site to fully identify submittal.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location.
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
- G. Certificates:
  - 1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
  - 2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

H. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - a. Name of evaluation organization.
  - b. Date of evaluation.
  - c. Time period when report is in effect.
  - d. Product and manufacturers' names.
  - e. Description of product.
  - f. Test procedures and results.
  - g. Limitations of use.

1.7 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
  1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

#### 1.8 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with indication in web-based Project management software. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
  1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

#### 1.9 ARCHITECT'S REVIEW

- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return it.
  1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action.
  2. Submittals by Web-Based Project Management Software: Architect will indicate, on Project management software website, the appropriate action.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Architect will return without review submittals received from sources other than Contractor.

- F. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

## SECTION 014000 - QUALITY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
  - 2. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

#### 1.2 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
  - 1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.
- E. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

- F. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall have the same meaning as testing agency.
- H. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- I. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.

### 1.3 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Statement: Submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

### 1.4 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Architect for clarification before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

## 1.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility submitted to authorities having jurisdiction before starting work on the following systems:
  - 1. Seismic-force-resisting system, designated seismic system, or component listed in the Statement of Special Inspections.
  - 2. Main wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.
- B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- C. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work. Permits include, but may not be limited to:
  - 1. Onondaga County Right of Way Permit for work on Maider Road
  - 2. NYS Canal Corporation Work Permit
  - 3. NYSDEC Part 364 for waste transportation
  - 4. NYSDEC Part 360 permit for offsite waste disposal
  - 5. USACE Joint Permit

## 1.6 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, telephone number, and email address of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - 5. Names of individuals making tests and inspections.
  - 6. Description of the Work and test and inspection method.
  - 7. Identification of product and Specification Section.
  - 8. Complete test or inspection data.
  - 9. Test and inspection results and an interpretation of test results.
  - 10. Record of temperature and weather conditions at time of sample taking and testing and inspection.
  - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  - 12. Name and signature of laboratory inspector.
  - 13. Recommendations on retesting and re-inspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Statement on condition of substrates and their acceptability for installation of product.
  2. Statement that products at Project site comply with requirements.
  3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  5. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Statement that equipment complies with requirements.
  2. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  3. Other required items indicated in individual Specification Sections.

## 1.7 QUALITY ASSURANCE

- A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.



- G. Testing and Inspecting Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented according to ASTM E329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

## 1.8 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
  - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
  - 2. Costs for retesting and reinspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
  - 1. Engage a qualified testing agency to perform quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  - 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
  - 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  - 4. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  - 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
  - 1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  - 2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
  - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected Work complies with or deviates from requirements.
  - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.

5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform duties of Contractor.
- E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- G. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
  4. Facilities for storage and field curing of test samples.
  5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  6. Security and protection for samples and for testing and inspection equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

## 1.9 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
  2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
  4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.

5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected Work.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
  1. Date test or inspection was conducted.
  2. Description of the Work tested or inspected.
  3. Date test or inspection results were transmitted to Architect.
  4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's and authorities' having jurisdiction reference during normal working hours.
  1. Submit log at Project closeout as part of Project Record Documents.

### 3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

## SECTION 014200 - REFERENCES

## PART 1 - GENERAL

## 1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

## 1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
  - 1. For standards referenced by applicable building codes, comply with dates of standards as listed in building codes.

- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

### 1.3 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.
  - 1. COE - Army Corps of Engineers; [www.usace.army.mil](http://www.usace.army.mil).
  - 2. CPSC - Consumer Product Safety Commission; [www.cpsc.gov](http://www.cpsc.gov).
  - 3. DOC - Department of Commerce; National Institute of Standards and Technology; [www.nist.gov](http://www.nist.gov).
  - 4. DOD - Department of Defense; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
  - 5. DOE - Department of Energy; [www.energy.gov](http://www.energy.gov).
  - 6. EPA - Environmental Protection Agency; [www.epa.gov](http://www.epa.gov).
  - 7. FAA - Federal Aviation Administration; [www.faa.gov](http://www.faa.gov).
  - 8. FG - Federal Government Publications; [www.gpo.gov/fdsys](http://www.gpo.gov/fdsys).
  - 9. GSA - General Services Administration; [www.gsa.gov](http://www.gsa.gov).
  - 10. HUD - Department of Housing and Urban Development; [www.hud.gov](http://www.hud.gov).
  - 11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; [www.eetd.lbl.gov](http://www.eetd.lbl.gov).
  - 12. OSHA - Occupational Safety & Health Administration; [www.osha.gov](http://www.osha.gov).
  - 13. SD - Department of State; [www.state.gov](http://www.state.gov).
  - 14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; [www.trb.org](http://www.trb.org).
  - 15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; [www.ars.usda.gov](http://www.ars.usda.gov).
  - 16. USDA - Department of Agriculture; Rural Utilities Service; [www.usda.gov](http://www.usda.gov).
  - 17. USDOJ - Department of Justice; Office of Justice Programs; National Institute of Justice; [www.ojp.usdoj.gov](http://www.ojp.usdoj.gov).
  - 18. USP - U.S. Pharmacopeial Convention; [www.usp.org](http://www.usp.org).
  - 19. USPS - United States Postal Service; [www.usps.com](http://www.usps.com).
- C. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
  - 1. CFR - Code of Federal Regulations; Available from Government Printing Office; [www.govinfo.gov](http://www.govinfo.gov).

2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
  3. DSCC - Defense Supply Center Columbus; (See FS).
  4. FED-STD - Federal Standard; (See FS).
  5. FS - Federal Specification; Available from DLA Document Services; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
    - a. Available from Defense Standardization Program; [www.dsp.dla.mil](http://www.dsp.dla.mil).
    - b. Available from General Services Administration; [www.gsa.gov](http://www.gsa.gov).
    - c. Available from National Institute of Building Sciences/Whole Building Design Guide; [www.wbdg.org](http://www.wbdg.org).
  6. MILSPEC - Military Specification and Standards; (See DOD).
  7. USAB - United States Access Board; [www.access-board.gov](http://www.access-board.gov).
  8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).
- D. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. NYSDEC; New York State Department of Environmental Conservation; <https://www.dec.ny.gov/>.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

## SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.
  - 2. Section 012300 "Alternates."
  - 3. Section 312319 "Dewatering."

#### 1.2 USE CHARGES

- A. Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to Architect, testing agencies, and authorities having jurisdiction.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
- B. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.
- C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

#### 1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

## 1.5 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

## PART 2 - PRODUCTS

### 2.1 TEMPORARY FACILITIES

- A. Field Offices: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
  - 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
  - 2. Conference room of sufficient size to accommodate meetings of 7 individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and 4-foot- (1.2-m-) square tack and marker boards.
  - 3. Drinking water and private toilet.
  - 4. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F (20 to 22 deg C).
  - 5. Lighting fixtures capable of maintaining average illumination of 20 fc (215 lx) at desk height.

### 2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. Personal Protective Equipment (PPE): The Contractor shall provide necessary personal protective equipment (PPE) for the Owner and NYSDEC.

## PART 3 - EXECUTION

### 3.1 TEMPORARY FACILITIES, GENERAL

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.



1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

### 3.2 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.
- C. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.

### 3.3 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
  1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, safety shower and eyewash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
  1. Install electric power service overhead unless otherwise indicated.
- F. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
  1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- G. Electronic Communication Service: Provide secure WiFi wireless connection to internet with provisions for access by Architect and Owner.

### 3.4 SUPPORT FACILITIES INSTALLATION

- A. Comply with the following:
  - 1. Provide construction for temporary field offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines that is noncombustible according to ASTM E136. Comply with NFPA 241.
  - 2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas as indicated on Drawings.
  - 1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
- C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
  - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
  - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- D. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- E. Storage and Staging: Use designated areas of Project site for storage and staging needs.
- F. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
  - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
  - 2. Remove snow and ice as required to minimize accumulations.
- G. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
  - 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
  - 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
  - 3. Maintain and touch up signs so they are legible at all times.
- H. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- I. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."
- J. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- K. Decontamination Pad: Provide a heavy equipment decontamination pad for the decontamination of equipment and vehicles exiting the site. Material adhered to vehicle tires shall mechanically removed or be washed with a high pressure washer as necessary to prevent contaminated materials from being tracked offsite. Decontamination pad accumulations shall be managed as described in Section 312319 Dewatering and as specified herein:
1. The pad shall be constructed in an area believed to be free of surface contamination.
  2. The pad shall not leak.
  3. The pad shall be constructed on a level surface and shall facilitate the removal of accumulations (e.g., wastewater, sediment, etc.). This may be accomplished by either constructing the pad with one corner lower than the rest, or by creating a sump or pit in one corner or along one side. Any sump or pit shall also be lined.
  4. Wash/waste water shall be removed from the decontamination pad frequently.
  5. The pad shall be lined with a water impermeable material with no seams within the pad. This material may be disposable or repairable.
  6. At the completion of site activities, the Contractor shall deactivate and remove the decontamination pad. All accumulations shall be managed as described in Section 312319 Dewatering. The area shall be restored and the pit or sump shall be backfilled with the appropriate material. If the decontamination pad has leaked, soil disposal may be required at the cost of the Contractor.

### 3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Temporary Erosion and Sedimentation Control: Comply with requirements specified in Section 311000 "Site Clearing."
- D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- E. Tree and Plant Protection: Comply with requirements specified in Section 015639 "Temporary Tree and Plant Protection."
- F. Site Access Control: Provide adequate barriers to prevent unauthorized access to the site.

- G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- H. Temporary Egress: Provide temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction. Provide signage directing occupants to temporary egress.
- I. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
  - 1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
- J. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
  - 1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
  - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
  - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
  - 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

### 3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
  - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

## SECTION 015639 - TEMPORARY TREE AND PLANT PROTECTION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes general protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.

#### 1.2 DEFINITIONS

- A. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.
- B. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction

#### 1.3 PREINSTALLATION MEETINGS

- A. Pre-installation Conference: Conduct conference at Project site.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings:
  - 1. Include plans, elevations, sections, and locations of protection-zone fencing and signage, showing relation of equipment-movement routes and material storage locations with protection zones.
- C. Samples: For each type of the following:
  - 1. Organic Mulch: Sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch.
  - 2. Protection-Zone Fencing: Assembled Samples.
  - 3. Protection-Zone Signage: Full-size Samples.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Certification: From arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.

- B. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.
- C. Existing Conditions: Documentation of existing trees and plantings indicated to remain, which establishes preconstruction conditions that might be misconstrued as damage caused by construction activities.

## 1.6 QUALITY ASSURANCE

- A. Arborist Qualifications: Certified Arborist as certified by ISA, licensed arborist in jurisdiction where Project is located, current member of ASCA, or registered Consulting Arborist as designated by ASCA.

## 1.7 FIELD CONDITIONS

- A. The following practices are prohibited within protection zones:
  - 1. Storage of construction materials, debris, or excavated material.
  - 2. Moving or parking vehicles or equipment.
  - 3. Foot traffic.
  - 4. Erection of sheds or structures.
  - 5. Impoundment of water.
  - 6. Excavation or other digging unless otherwise indicated.
  - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- B. Do not direct vehicle or equipment exhaust toward protection zones.
- C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Backfill Soil: Stockpiled soil from location shown on Drawings of suitable moisture content and granular texture for placing around tree; free of stones, roots, plants, sod, clods, clay lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster, building debris, and other extraneous materials harmful to plant growth.
  - 1. Planting Soil: Planting soil As specified in Section 333333.33 "Wetland Specifications".
- B. Organic Mulch: Free from deleterious materials and suitable as a top dressing for trees and shrubs, consisting of one of the following:
  - 1. Type: As specified in Section 333333.33 "Wetland Specifications".
- C. Protection-Zone Fencing: Fencing fixed in position and meeting one of the following requirements: Previously used materials may be used when approved by Architect.

1. Chain-Link Protection-Zone Fencing: Galvanized-steel fencing fabricated from minimum 2-inch (50-mm) opening, 0.148-inch- (3.76-mm-) diameter wire chain-link fabric; with pipe posts, minimum 2-3/8-inch- (60-mm-) OD line posts, and 2-7/8-inch- (73-mm-) OD corner and pull posts; with 1-5/8-inch- (42-mm-) OD top rails and 0.177-inch- (4.5-mm-) diameter bottom tension wire; with tie wires, hog ring ties, and other accessories for a complete fence system.
    - a. Height: 48 inches.
  2. Plywood Protection-Zone Fencing: Plywood framed with four 2-by-4-inch (50-by-100-mm) rails, with 4-by-4-inch (100-by-100-mm) preservative-treated wood posts spaced not more than 96 inches (2400 mm) apart.
    - a. Height: 48 inches.
  3. Wood Protection-Zone Fencing: Constructed of two 2-by-4-inch (50-by-100-mm) horizontal rails, with 4-by-4-inch (100-by-100-mm) preservative-treated wood posts spaced not more than 96 inches (2400 mm) apart, and lower rail set halfway between top rail and ground.
    - a. Height: 48 inches.
  4. Plastic Protection-Zone Fencing: Plastic construction fencing constructed of high-density extruded and stretched polyethylene fabric with 2-inch (50-mm) maximum opening in pattern and supported by tubular or T-shape galvanized-steel posts spaced not more than 96 inches (2400 mm) apart. High-visibility orange color.
    - a. Height: 48 inches
  5. Gates: Swing access gates matching material and appearance of fencing, to allow for maintenance activities within protection zones.
- D. Protection-Zone Signage: Shop-fabricated, rigid plastic or metal sheet with attachment holes prepunched and reinforced; legibly printed with nonfading lettering.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.

#### 3.2 PREPARATION

- A. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.



- B. Tree-Protection Zones: Mulch areas inside tree-protection zones and other areas indicated. Do not exceed indicated thickness of mulch.
  - 1. Apply 2-inch uniform thickness of organic mulch unless otherwise indicated. Do not place mulch within 6 inches of tree trunks.

### 3.3 PROTECTION ZONES

- A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones in a manner that will prevent people from easily entering protected areas except by entrance gates.
  - 1. Chain-Link Fencing: Install to comply with ASTM F567 and with manufacturer's written instructions.
  - 2. Posts: Set or drive posts into ground one-third the total height of the fence without concrete footings. Where a post is located on existing paving or concrete to remain, provide appropriate means of post support acceptable to Architect.
- B. Protection-Zone Signage: Install protection-zone signage in visibly prominent locations in a manner approved by Architect.
- C. Maintain protection zones free of weeds and trash.
- D. Maintain protection-zone fencing and signage in good condition as acceptable to Architect and remove when construction operations are complete and equipment has been removed from the site.

### 3.4 EXCAVATION

- A. General: Excavate at edge of protection zones and for trenches indicated within protection zones according to requirements in Section 312000 "Earth Moving" unless otherwise indicated.
- B. Trenching within Protection Zones: Where utility trenches are required within protection zones, excavate under or around tree roots by hand or with air spade, or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots as required for root pruning.
- C. Do not allow exposed roots to dry out before placing permanent backfill.

### 3.5 ROOT PRUNING

- A. Prune tree roots that are affected by temporary and permanent construction. Prune roots as follows:
  - 1. Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.
  - 2. Dispose of roots located within contaminated area.
  - 3. Backfill as soon as possible according to requirements in Section 312000 "Earth Moving."

### 3.6 REPAIR AND REPLACEMENT

- A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or to be relocated that are damaged by construction operations, in a manner approved by Architect.
  - 1. Perform repairs of damaged trunks, branches, and roots within 24 hours according to arborist's written instructions.
  - 2. Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by Architect.

### 3.7 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove excess excavated material, displaced trees, trash, and debris and legally dispose of them off Owner's property.

END OF SECTION 015639

## SECTION 015723 - TEMPORARY STORM WATER POLLUTION CONTROL

## PART 1 - GENERAL

## 1.1 SUMMARY

## A. Section Includes:

1. Installation of Erosion Control Facilities
2. Inspection of Erosion Control Facilities
3. Maintenance of Erosion Control Facilities
4. Repairs to Erosion Control Facilities
5. Removal and disposal of temporary erosion control facilities, where directed by the Owner's Representative

## 1.2 REFERENCES

- A. *New York Standards and Specifications for Erosion and Sediment Controls*, 2016 Version

## 1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at **Project site**.

## 1.4 ENVIRONMENTAL REQUIREMENTS / PROTECTION OF EXISTING FACILITIES

- A. Existing storm sewers
- B. Existing drainage ways

## PART 2 - PRACTICES

- A. Refer to New York Standards and Specifications for Erosion and Sediment Controls, 2016 Version.

## PART 3 - EXECUTION

## 3.1 GENERAL

- A. The Contractor is responsible for controlling sediment from leaving the project site.

- B. The Contractor must minimize the disturbed area to the extent practicable. In areas where soil disturbance activity has temporarily or permanently ceased, the application of soil stabilization measures must be initiated by the end of the next business day and completed within fourteen (14) days from the date the current soil disturbance activity ceased.
- C. The Contractor must prevent any discharges that either cause or contribute to a violation of water quality standards as contained in Parts 700 through 705 of Title 6 of the Official Compilation of Codes, Rules and Regulations of the State of New York, such as:
  - There shall be no increase in turbidity that will cause a substantial visible contrast to natural conditions;
  - There shall be no increase in suspended, colloidal or settleable solids that will cause deposition or impair the waters for their best usages; and
  - There shall be no residue from oil and floating substances, nor visible oil film, nor globules of grease.
- D. The Contractor shall not disturb greater than five (5) acres of soil at any one time without prior written authorization from the NYSDEC and the Architect.
- E. Stockpiles must be covered at all times, except for any active face
- F. Pollutants such as fuels, lubricants, bitumens, raw sewage, chlorine, and other harmful materials shall be handled and disposed of by approved methods and shall not be discharged into rivers, streams, impoundments, wetlands, or into natural or man-made channels leading thereto. Washwater or waste from dewatering operations shall not be allowed to enter wetlands.
- G. In the event of a conflict between these specifications and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.
- H. In case of repeated failures on the part of the Contractor to control pollution/erosion, the right shall be reserved by the Owner's Representative to employ outside assistance to provide the necessary corrective measures. Such incurred costs, plus related engineering costs, shall be charged to the Contractor and appropriate deductions made to the Contractor's progress payments.

### 3.2 INSTALLATION OF EROSION CONTROL FACILITIES

- A. The installation of all erosion control facilities shall be in accordance with the New York Standards and Specifications for Erosion and Sediment Controls unless an alternative construction specifications and installation detail has been provided or otherwise directed by the Owner's Representative.
- B. The location and method of construction of all erosion control facilities shall be the responsibility of the Contractor unless an erosion control plan and specifications are approved.
- C. All erosion control facilities shall be installed prior to beginning any work unless a construction sequence has been provided. The erosion control facilities will be installed in accordance with the construction sequence unless otherwise directed by the Owner's Representative.

### 3.3 INSPECTION OF EROSION CONTROL FACILITIES

- A. An inspection of all erosion control facilities shall be made by the Contractor at least once every seven calendar days and/or within 24 hours of the end of rain event where the total rainfall is 0.5 inches or greater whichever comes first or as otherwise specified.

### 3.4 MAINTENANCE OF EROSION CONTROL FACILITIES

- A. Maintenance of all erosion control facilities will be the Contractor's responsibility throughout the project unless otherwise directed by the Owner's Representative.
- B. Maintenance of all erosion facilities must be provided after every inspection or as required.
- C. Remove and dispose of temporary erosion control facilities as directed by Owner's Representative. Remove excess silt and / or debris as directed by the Owner's Representative.

### 3.5 REPAIRS TO EROSION CONTROL FACILITIES

- A. All repairs to the erosion control facilities due to lack of maintenance will be made by the Contractor at no cost to the Owner.
- B. All repairs will be made immediately upon notification by the Owner's Representative or when the Contractor finds an erosion control facility not properly functioning.

### 3.6 REMOVAL AND DISPOSAL OF TEMPORARY EROSION CONTROL FACILITIES

- A. Once the site is fully stabilized the contractor is responsible for removal and disposal of all temporary erosion and sediment control facilities.

END OF SECTION 015723

## SECTION 016000 - PRODUCT REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
  - 1. Section 012500 "Substitution Procedures" for requests for substitutions.

#### 1.2 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility. Salvaged items or items reused from other projects are not considered new products. Items that are manufactured or fabricated to include recycled content materials are considered new products, unless indicated otherwise.
  - 3. Comparable Product: Product by named manufacturer that is demonstrated and approved through the comparable product submittal process described in Part 2 "Comparable Products" Article, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. Published attributes and characteristics of basis-of-design product establish salient characteristics of products.
  - 1. Evaluation of Comparable Products: In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification. Manufacturer's published attributes and characteristics of basis-of-design product also establish salient characteristics of products for purposes of evaluating comparable products.

- C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications; submit a comparable product request or substitution request, if applicable.
- D. Comparable Product Request Submittal: An action submittal requesting consideration of a comparable product, including the following information:
  - 1. Identification of basis-of-design product or fabrication or installation method to be replaced, including Specification Section number and title and Drawing numbers and titles.
  - 2. Data indicating compliance with the requirements specified in Part 2 "Comparable Products" Article.
- E. Basis-of-Design Product Specification Submittal: An action submittal complying with requirements in Section 013300 "Submittal Procedures."
- F. Substitution: Refer to Section 012500 "Substitution Procedures" for definition and limitations on substitutions.

### 1.3 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

### 1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products, using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

### 1.5 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  - 1. Manufacturer's Warranty: Written standard warranty form furnished by individual manufacturer for a particular product and issued in the name of the Owner or endorsed by manufacturer to Owner.
  - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner and issued in the name of the Owner or endorsed by manufacturer to Owner.

- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
  - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  - 2. Specified Form: When specified forms are included in the Project Manual, prepare a written document, using indicated form properly executed.
  - 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
  - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  - 3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
  - 4. Where products are accompanied by the term "as selected," Architect will make selection.
  - 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
- B. Product Selection Procedures:
  - 1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
    - a. Sole product may be indicated by the phrase "Subject to compliance with requirements, provide the following."
  - 2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
    - a. Sole manufacturer/source may be indicated by the phrase "Subject to compliance with requirements, provide products by the following."
  - 3. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with



- requirements. Comparable products or substitutions for Contractor's convenience **will not** be considered.
- a. Limited list of products may be indicated by the phrase "Subject to compliance with requirements, provide one of the following."
  4. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed or an unnamed product that complies with requirements.
    - a. Non-limited list of products is indicated by the phrase "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following."
    - b. Provision of an unnamed product is not considered a substitution, if the product complies with requirements.
  5. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience **will not** be considered.
    - a. Limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, provide products by one of the following."
  6. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed or a product by an unnamed manufacturer that complies with requirements.
    - a. Non-limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following."
    - b. Provision of products of an unnamed manufacturer is not considered a substitution, if the product complies with requirements.
  7. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications may additionally indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
    - a. For approval of products by unnamed manufacturers, comply with requirements in Section 012500 "Substitution Procedures" for substitutions for convenience.
  - C. Visual Matching Specification: Where Specifications require the phrase "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or a similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with the following requirements:
  1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work.
  2. Detailed comparison of significant qualities of proposed product with those of the named basis-of-design product. Significant product qualities include attributes, such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
  3. Evidence that proposed product provides specified warranty.
  4. List of similar installations for completed projects, with project names and addresses and names and addresses of architects and owners, if requested.
  5. Samples, if requested.
- B. Architect's Action on Comparable Products Submittal: If necessary, Architect will request additional information or documentation for evaluation, as specified in Section 013300 "Submittal Procedures."
  1. Form of Approval of Submittal: As specified in Section 013300 "Submittal Procedures."
  2. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- C. Submittal Requirements, Single-Step Process: When acceptable to Architect, incorporate specified submittal requirements of individual Specification Section in combined submittal for comparable products. Approval by the Architect of Contractor's request for use of comparable product and of individual submittal requirements will also satisfy other submittal requirements.

## PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

## SECTION 017300 - EXECUTION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. Installation of the Work.
  - 4. Cutting and patching.
  - 5. Coordination of Owner's portion of the Work.
  - 6. Coordination of Owner-installed products.
  - 7. Progress cleaning.
  - 8. Starting and adjusting.
  - 9. Protection of installed construction.
- B. Related Requirements:
  - 1. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.
  - 2. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.

#### 1.2 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Certified Surveys: Submit two copies signed by land surveyor.
- B. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Final Property Survey: Submit 10 copies showing the Work performed and record survey data.

## 1.5 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.
- B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  - 1. Structural Elements: When cutting and patching structural elements, or when encountering the need for cutting and patching of elements whose structural function is not known, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
  - 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
  - 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
  - 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Comply with requirements specified in other Sections.
  - 1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.

- C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
  - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
  - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas service piping, and water-service piping; underground electrical services; and other utilities.
  - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before

fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect in accordance with requirements in Section 013100 "Project Management and Coordination."

### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks and existing conditions. If discrepancies are discovered, notify Architect promptly.
- B. Engage a land surveyor experienced in laying out the Work, using the following accepted surveying practices:
  - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
  - 2. Establish limits on use of Project site.
  - 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
  - 4. Inform installers of lines and levels to which they must comply.
  - 5. Check the location, level and plumb, of every major element as the Work progresses.
  - 6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
  - 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, excavation limits, and rim and invert elevations. Document all on the site survey.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

### 3.4 FIELD ENGINEERING

- A. Identification: Owner will identify existing benchmarks, control points, and property corners.

- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
  - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
  - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
  - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
  - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
  - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- D. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.
- E. Final Property Survey: Engage a land surveyor to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
  - 1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
  - 2. Include in survey the final actual excavation limits, consolidation area, sampling locations, soil cover, and limits of demarcation layer.

### 3.5 INSTALLATION

- A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure satisfactory results as judged by Architect. Maintain conditions required for product performance until Substantial Completion.

- D. Conduct construction operations, so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy of type expected for Project.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on-site and placement in permanent locations.
- F. Tools and Equipment: Select tools or equipment that minimize production of excessive noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions with manufacturer.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  - 2. Allow for building movement, including thermal expansion and contraction.
  - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect, as judged by Architect. Fit exposed connections together to form hairline joints.
- J. Repair or remove and replace damaged, defective, or nonconforming Work.
  - 1. Comply with Section 017700 "Closeout Procedures" for repairing or removing and replacing defective Work.

### 3.6 CUTTING AND PATCHING

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.



- C. Temporary Support: Provide temporary support of Work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements in Section 011000 "Summary."
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
  - 5. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as practicable, as judged by Architect. Provide materials and comply with installation requirements specified in other Sections, where applicable.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

### 3.7 COORDINATION OF OWNER'S PORTION OF THE WORK

- A. Site Access: Provide access to Project site for Owner's construction personnel and Owner's separate contractors.
  - 1. Provide temporary facilities required for Owner-furnished, Contractor-installed products.

2. Refer to Section 011000 "Summary" for other requirements for Owner-furnished, Contractor-installed products
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel and Owner's separate contractors.
1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.

### 3.8 PROGRESS CLEANING

- A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
  3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Use containers intended for holding waste materials of type to be stored.
  4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
  2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."

- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### 3.9 PROTECTION AND REPAIR OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.
- C. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- D. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

## SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Recycling nonhazardous demolition and construction waste.
  - 2. Disposing of nonhazardous demolition and construction waste.
- B. Related Requirements:
  - 1. Section 024119 "Selective Demolition" for salvaging demolition waste.
  - 2. Section 028335 "Contaminated Soil Removal" for disposition of contaminated soil resulting from remediation activities.
  - 3. Section 311000 "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

#### 1.2 DEFINITIONS

- A. Construction Waste: Building, structure, and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building, structure, and site improvement materials resulting from demolition operations.
- C. Disposal: Removal of demolition or construction waste and subsequent salvage, sale, recycling, or deposit in landfill, incinerator acceptable to authorities having jurisdiction, or designated spoil areas on Owner's property.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

#### 1.3 ACTION SUBMITTALS

- A. Waste Management Plan: Submit plan within 7 days of date established for the Notice to Proceed.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- B. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- C. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- D. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

#### 1.5 QUALITY ASSURANCE

- A. Waste Management Coordinator Qualifications: Experienced firm, or individual employed and assigned by General Contractor, with a record of successful waste management coordination of projects with similar requirements.
- B. Waste Management Conference(s): Conduct conference(s) at Project site to comply with requirements in Section 013100 "Project Management and Coordination."

#### 1.6 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan according to requirements in this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of demolition, site-clearing, and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Not used.

## PART 3 - EXECUTION

### 3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
  - 1. Distribute waste management plan to everyone concerned within three days of submittal return.
  - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged and recycled.
  - 2. Comply with Section 015000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

### 3.2 SALVAGING DEMOLITION WASTE

- A. Comply with requirements in Section 024119 "Selective Demolition" for salvaging demolition waste.

### 3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.
- C. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.
- D. Procedures: Separate recyclable materials from waste materials, trash, and debris. Separate recyclable materials by type at Project site to the maximum extent practical according to approved construction waste management plan.

1. Provide appropriately marked containers or bins for controlling recyclable materials until removed from Project site. Provide appropriate signage or markings of acceptable and unacceptable materials at each container / bin.
  - a. Inspect containers and bins for contamination and remove contaminated materials if found.
2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
4. Store components off the ground and protect from the weather.
5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor as often as required to prevent overfilling bins.

### 3.4 RECYCLING DEMOLITION AND CONSTRUCTION WASTE

- A. Wood/Lumber Materials: Process and/or sort as required by recycling facility.
- B. Metals: Process and/or sort as required by recycling facility.
- C. Packaging:
  1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
  2. Polystyrene Packaging: Separate and bag materials.
  3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
  4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.
- D. General: Except for items or materials to be salvaged or recycled, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- E. Burning: Do not burn waste materials.

END OF SECTION 017419

## SECTION 017700 - CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
- B. Related Requirements:
  - 1. Section 017823 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
  - 2. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

#### 1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

#### 1.4 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.



1. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
  2. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  3. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.
  4. Submit testing records.
- C. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

#### 1.5 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
1. Submit a final Application for Payment in accordance with Section 012900 "Payment Procedures."
  2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

#### 1.6 LIST OF INCOMPLETE ITEMS

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

## 1.7 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
  - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

- A. Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
    - b. Remove labels that are not permanent.
    - c. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste-disposal requirements in Section 017419 "Construction Waste Management and Disposal."

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations required by Section 017300 "Execution" before requesting inspection for determination of Substantial Completion.

END OF SECTION 017700

## SECTION 017823 - OPERATION AND MAINTENANCE DATA

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Operation and maintenance documentation directory manuals.
  - 2. Product maintenance manuals.
  - 3. Warranty information.

#### 1.2 CLOSEOUT SUBMITTALS

- A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
  - 1. Architect will comment on whether content of operation and maintenance submittals is acceptable.
  - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operation and maintenance manuals in the following format:
  - 1. Submit by email to Architect. Enable reviewer comments on draft submittals.
- C. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.
  - 1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.
- D. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

#### 1.3 FORMAT OF OPERATION AND MAINTENANCE MANUALS

- A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
  2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
- B. Manuals, Paper Copy: Submit manuals in the form of hard-copy, bound and labeled volumes.
1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
  2. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
    - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

#### 1.4 REQUIREMENTS FOR PRODUCT, OPERATION, AND MAINTENANCE MANUALS

- A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem. Each manual shall contain the following materials, in the order listed:
1. Title page.
  2. Table of contents.
  3. Manual contents.
- B. Title Page: Include the following information:
1. Subject matter included in manual.
  2. Name and address of Project.
  3. Name and address of Owner.
  4. Date of submittal.
  5. Name and contact information for Contractor.
  6. Name and contact information for Construction Manager.
  7. Name and contact information for Architect.
  8. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
  9. Cross-reference to related systems in other operation and maintenance manuals.

- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017823

## SECTION 017839 - PROJECT RECORD DOCUMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Project Record Documents, including the following:
  - 1. Record Drawings.
- B. Related Requirements:
  - 1. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

#### 1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit one set(s) of marked-up record prints.

#### 1.3 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
  - 1. Preparation: Mark record prints to show the actual installation, where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an acceptable drawing technique.
    - c. Record data as soon as possible after obtaining it.
    - d. Record and check the markup before enclosing concealed installations.
    - e. Cross-reference record prints to corresponding photographic documentation.
  - 2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Depths of foundations.
    - d. Locations and depths of underground utilities.
    - e. Locations of concealed utilities.
    - f. Changes made by Change Order or Work Change Directive.

- g. Changes made following Architect's written orders.
  - h. Details not on the original Contract Drawings.
  - i. Field records for variable and concealed conditions.
  - j. Record information on the Work that is shown only schematically.
- 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
  - 4. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  - 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
  - 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017839



## SECTION 024119 - SELECTIVE DEMOLITION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes demolition and removal of selected site elements:
  - 1. Asphalt pavement,
  - 2. Concrete slabs,
  - 3. Concrete barrier wall (only as necessary to complete remedial excavation),
  - 4. Buried piping,
  - 5. River bank infrastructure, including piping and supports and dock piers, and
  - 6. Monitoring wells that are within excavation limits and require removal to perform the work.

#### 1.2 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
  - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

#### 1.3 PREINSTALLATION MEETINGS

- A. Pre-demolition Conference: Conduct conference at Project site.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. A site-specific Health and Safety Plan (HASP) must be prepared and implemented for the project. The Contractor must provide a competent health and safety professional to fully assess the site and the work and prepare a site-specific HASP, which will be maintained on-site and adhered to for the duration of the work. The Contractor's on-site workers must each hold training certification under OSHA Hazwoper Health and Safety regulations from 29 CFR 1910.120, appropriate to the level of work the individual is performing or managing on site. The HASP must address regulations for confined space entry (29 CFR 1910.146), applicable portions of 29 CFR 1926, exposure to contaminated materials, safety around excavations and construction equipment, and any other health and safety precautions required to perform the work. The HASP shall identify personal protective equipment (PPE), decontamination procedures, and exclusion/transition/decontamination zones, as well as an ambient air monitoring plan for

particulates within the workers breathing zone that includes action levels and mitigation procedures for excessive particulate levels. The Owner's Representative will review and comment on the HASP but will neither approve nor disapprove it. However, it must be provided to the Engineer and NYSDEC prior to mobilization.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Inventory of items that have been removed and salvaged.

#### 1.6 QUALITY ASSURANCE

- A. Not used.

#### 1.7 FIELD CONDITIONS

- A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- C. Hazardous Materials: Scope of Work includes abatement of asbestos-containing materials, petroleum-contaminated soil, and arsenic-contaminated soil.
- D. Piping may contain petroleum product residuals.
- E. The river bank and bed are the property of the NYS Canal Corporation. Submit required work permit to perform work on their property. Do not disturb the river bed or banks with equipment.
- F. The Community Air Monitoring Plan (CAMP), outlined in the Remedial Design Work Plan (RDWP) as provided in the Referenced Documents, shall be implemented for all intrusive / invasive work where there is a potential to disturb contaminated materials. The potential for disturbing contaminated materials is expected for all intrusive / invasive work at the Site. The Contractor shall implement means and methods, and corrective action measures, as necessary to provide a measure of protection from volatile organic compounds (VOCs), particulates (i.e., dust), and odors for the community, consistent with the CAMP. The Engineer shall provide full time observation and monitoring to determine the effectiveness of the implementation of the CAMP.

#### 1.8 WARRANTY

- A. Not used.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing NYSDEC, EPA, or NYSDOL notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

### 3.2 PREPARATION FOR BURIED PIPING

- A. Collect, contain, transport, and properly dispose of any petroleum product residuals and any other liquids found inside piping.
- B. Clean piping as necessary for proper disposal.

### 3.3 PREPARATION FOR CLOSED-IN-PLACE RIVER PIPING

- A. Prior to filling, the piping shall be cleaned. Prior to cleaning, the Contractor shall communicate the approach to the Owner's Representative
- B. All necessary precautions shall be implemented by the Contractor to ensure that cleaning activities do not contaminate the Site or the river.
- C. The cleaning methods employed shall remove an adequate quantity / volume of liquids and sediment to facilitate the proper installation and curing of the flowable fill
- D. Prior to filling, the Owner's Representative shall inspect the piping to ensure that the piping is adequately cleaned. The Contractor may be required to perform a camera inspection demonstrate its cleanliness.
- E. Collect, contain, transport, and properly dispose of any petroleum product residuals and any other liquids found inside piping.

### 3.4 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
  - 1. Arrange to shut off utilities with utility companies.

### 3.5 PROTECTION

- A. Refer to Section 015000 – Temporary Facilities and Controls.

### 3.6 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Do not use cutting torches until work area is cleared of flammable and combustible vapors and materials.
  - 2. Maintain fire watch during and for at least 2 hours after flame-cutting operations.
  - 3. Comply with requirements in Section 017419 – Construction Waste Management and Disposal.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

### 3.7 CONSOLIDATION, DISPOSAL, AND CLEANING

- A. Consolidate or remove and dispose of selective demolition materials as schedule below:
  - 1. Non-asbestos-containing piping: Remove from Project site and scrap, recycle, or dispose of according to Section 017419 - Construction Waste Management and Disposal.
  - 2. Dispose offsite all misc. asphalt and stained or otherwise contaminated concrete required to be removed to perform the Work.
    - a. Miscellaneous uncontaminated concrete may be consolidated in the voids created by the onsite petroleum-contaminated soils removals. The extent of consolidated materials shall be provided on the site survey.
  - 3. Do not allow demolished materials to accumulate on-site.
  - 4. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn demolished materials onsite.

- C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

## SECTION 026500 - UNDERGROUND STORAGE TANK REMOVAL

### PART 1 GENERAL

#### 1.1 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 015000 - Temporary Facilities and Controls.
- B. Section 017419 - Construction Waste Management and Disposal.
- C. Section 310000 - Earthwork.
- D. Section 312319 - Dewatering.
- E. Section 312710 - Water Pollution and Erosion Control.

#### 1.2 SUBMITTALS

- A. Waiver of Submittals: The “Waiver of Certain Submittal Requirements” in Section 013300 does not apply to this Section.
- B. Removal procedures and schedule.
- C. Plan of Operations:
  - 1. Description of the sampling protocols and analyses of the liquid within the tank to be conducted to determine the proper waste classification and potential disposal options. At a minimum, this must include sufficient analyses to make a determination if the waste is a hazardous waste, so this would include: total polychlorinated biphenyls (PCBs) by EPA Method 8082; testing to determine if the waste is a characteristic hazardous waste as defined in 6 NYCRR 371.3, including analysis by the toxicity characterization leaching procedure (TCLP) for all analytes included in 6 NYCRR 371.3(e), Table 1; and any additional tests required by the Contractor’s proposed/potential disposal facility(ies). The contents of the tank cannot be discharged onsite.
  - 2. Include, at a minimum, a description of project approach covering methods for sampling, analysis, removal and disposal of all waste. Additionally, the Plan of Operations shall include:
    - a. Description of soil removal methods to be employed; including excavation protection.
    - b. Description of a method for the decontamination of the excavator bucket prior to procurement of soil samples at the completion of principal excavation work in the tank area.
    - c. Description of the waste segregation and staging methods to be used for soils, poly sheeting, and spent personal protective equipment.
    - d. Methods to be used for dewatering.

- e. Methods to be used for cleaning of tank and piping.
    - f. Methods to be used for placement and compaction of backfill materials.
    - g. Identification of all waste transporters and disposal facilities including copies of all required certifications and permits.
    - h. Description methods to be employed to prevent stormwater pollution from staged petroleum-contaminated soil, if encountered.
    - i. Required certifications and permits including copies of valid permits for all waste haulers, disposal sites, and weigh scales.
  - 3. Submit at a minimum of two (2) weeks prior to commencing work.
  - 4. Waste shall include, but not be limited to tank, piping, ballasts, concrete pad, tank contents, wash water, soils, samples, and used personal protective equipment.
- D. Copy of notifications to the New York State Department of Environmental Conservation, informing the Department of the planned closure and removal of the tank.
- E. Record Documents:
- 1. Completed waste manifests (or bill of lading for non-hazardous materials) as described herein, accounting for all materials removed from the site.
    - a) Laboratory reports associated with waste characterization (deliverables as required by disposal facility);
    - b) Waste hauler permits (Part 364);
    - c) Waste profile submitted to the disposal facility(ies); and
    - d) Disposal facility's or facilities' acceptance/approval letter(s).
- F. A site-specific Health and Safety Plan (HASP) must be prepared and implemented for the project. The Contractor must provide a competent health and safety professional to fully assess the site and the work and prepare a site-specific HASP, which will be maintained on-site and adhered to for the duration of the work. The Contractor's on-site workers must each hold training certification under OSHA Hazwoper Health and Safety regulations from 29 CFR 1910.120, appropriate to the level of work the individual is performing or managing on site. The HASP must address regulations for confined space entry (29 CFR 1910.146), applicable portions of 29 CFR 1926, exposure to contaminated materials, safety around excavations and construction equipment, and any other health and safety precautions required to perform the work. The HASP shall identify personal protective equipment (PPE), decontamination procedures, and exclusion/transition/decontamination zones, as well as an ambient air monitoring plan for particulates within the workers breathing zone that includes action levels and mitigation procedures for excessive particulate levels. The Owner's Representative will review and comment on the HASP but will neither approve nor disapprove it. However, it must be provided to the Engineer and NYSDEC prior to mobilization.

- G. Confined Space Entry Permit and the worker training certificates required to clean out the tank once it is excavated.
- H. Quality Control Submittals:
  - 1. Excavation Procedure: Submit a lay out drawing or detailed outline of intended excavation procedure for the Owner's information.
  - 2. This submittal will not relieve the Contractor of responsibility for the successful performance of intended excavation methods.
- I. Manifests: Contractor shall submit copies of all load tickets and manifests, if applicable. Certification of destination, receipt, and disposal of demolition materials must also be submitted.
- J. Landfill or scrap yard records indicating receipt and acceptance of UST and any contaminated soil by a landfill facility licensed to accept such materials.
- K. UST Closure Report: Furnished by the Engineer, which will be coordinated by the Owner's Representative. The contractor shall provide copies of the records / documents listed herein, for the Engineer to prepare the report.

### 1.3 REQUIRED CERTIFICATIONS AND LICENSES

- A. Employees involved in hazardous waste operations shall have been trained in accordance with OSHA Final Standards to Protect Workers in Hazardous Waste Operations 29 CFR 1910.120 or most recent revision thereof.
- B. Waste haulers shall maintain a valid 6 NYCRR Part 364 Permit.

### 1.4 REGULATORY REQUIREMENTS

- A. Abide by all applicable rules and regulations, including but not limited to the following:
  - 1. New York State Uniform Fire Prevention and Building Code
  - 2. New York State Petroleum Bulk Storage Regulations, 6 NYCRR Part 613
  - 3. New York State Environmental Remediation Programs, 6 NYCRR part 375
  - 4. NYSDEC Soil Cleanup Guidance, CP-51
  - 5. NYSDEC Technical Guidance for Site Investigation and Remediation, DER-10
  - 6. American Petroleum Institute, Recommended Practice 1604, Second Edition, December, 1987, "Removal and Disposal of Used Underground Petroleum Storage Tanks", and revisions thereof
  - 7. Federal Underground Storage Tank (UST) Regulations, 40 CFR Part 280
  - 8. Applicable OSHA worker safety regulations
  - 9. State, county, and federal regulations pertaining to the handling, storage, transport, and disposal of wastes generated during the project



10. Coordinate and obtain all permits as required by permitting authorities

## 1.5 ABBREVIATIONS

- A. The following terms shall have the meanings ascribed to them in this Section, wherever they appear in this Section.
  1. API: American Petroleum Institute.
  2. FRP: Fiberglass-Reinforced Plastic.
  3. NFPA: National Fire Protection Association.
  4. NYSDEC: New York State Department of Environmental Conservation.
  5. NYSDOT: New York State Department of Transportation.
  6. OSFM: Office of the State Fire Marshal.
  7. OSHA: Occupational Safety and Health Administration.
  8. PBS: Petroleum Bulk Storage.
  9. USEPA: United States Environmental Protection Agency.
  10. UST: Underground Storage Tank.
  11. HASP: Health and Safety Plan.

## 1.6 NOTIFICATION

- A. In accordance with 6NYCRR 613.9 (c) reporting of out-of-service tanks, the Owner's Representative will notify New York State Department of Environmental Conservation (NYSDEC) thirty (30) days prior to permanent closure of the tank. Because the closure of the tank is being conducted as part of an Environmental Restoration Program (ERP), the typical registration fee does not have to be paid.
- B. Notify (by telephone) the Owner's Representative at least 48 hours prior to beginning closure operations at the tank.
- C. If contaminated soils are encountered, the Owner's Representative will notify the NYSDEC Project Manager.

## 1.7 EXISTING CONDITIONS

- A. Protect and safeguard from damage all existing structural systems, fencing, equipment, and surfaces that will remain. Contractor Repair any damage to structures, appurtenances or the landscape not scheduled for removal work.

## 1.8 ENVIRONMENTAL OVERSIGHT

- A. Owner's Representative to provide field observation and perform confirmatory soil sampling of the sidewalls and bottom of the excavation.
- B. Community Air Monitoring Plan (CAMP), outlined in the Remedial Design Work Plan (RDWP) as provided in the Referenced Documents, shall be implemented for all

intrusive / invasive work where there is a potential to disturb contaminated materials. The potential for disturbing contaminated materials is expected for all intrusive / invasive work at the Site. The Contractor shall implement means and methods, and corrective action measures, as necessary to provide a measure of protection from volatile organic compounds (VOCs), particulates (i.e., dust), and odors for the community, consistent with the CAMP. The Engineer shall provide full time observation and monitoring to determine the effectiveness of the implementation of the CAMP.

- C. Contractor to provide analysis of wastes destined for disposal.
- B. The Engineer will advise the Owner's Representative on environmental matters.
  - 1. Such advisement does not relieve the Contractor's obligation to comply with all applicable environmental and health and safety regulations promulgated by the federal, state, or local governments.
  - 2. No activity on the part of the Environmental Professional represents the Contractor's compliance with applicable environmental or health and safety regulations.

## PART 2 PRODUCTS

### 2.1 MATERIALS

- A. UST excavation backfill.

## PART 3 EXECUTION

### 3.1 PREPARATION

- A. Contact the New York State Department of Environmental Conservation (NYSDEC) Regional Office at least 30 business days prior to the removal of the underground petroleum storage tanks.
- B. Locate and clearly mark all subsurface utilities in the area of excavation. Conduct activities to minimize interference with, and to protect the existing surfaces of, adjacent structures or utilities.
- C. Provide, erect, and maintain temporary barriers and security devices.
- D. Conduct operations with minimum interference to public or private thoroughfares. Do not close or obstruct drive areas or sidewalks without permits.
- E. Prevent movement or settlement of adjacent structures. Provide bracing and shoring.

- F. Remove and dispose of abandoned conduit or piping within excavated areas and plug ends.
  - 1. Identify disconnection locations on Project Record Documents.
- G. Perform tank removal in a manner that will minimize dust, noise, and other nuisance. Maintain haul routes for disposal of material clean and free of debris.
- H. Provide monitoring equipment at site as required by the Site Health and Safety Plan. Operate and maintain in accordance with manufacturer's recommendations.
- I. Perform the Work with consideration for facility personnel and the public. Maintain barriers between work areas and adjacent facilities at all times, with necessary signs, lights, bracing and guards for the protection of all facility personnel, the public, and existing facilities.
- J. Schedule the Work in advance with the Owner's Representative to coordinate work schedules.
- K. Notify the Owner's Representative minimum of 30 days in advance of tank removal or abandonment. Alternative arrangements must be approved in writing by the Owner's Representative.

### 3.2 UNDERGROUND STORAGE TANK LIQUID REMOVAL

- A. Prior to excavation around the UST, empty the tank as follows:
  - 1. Remove all product to its lowest draw-off point.
  - 2. Drain and flush piping into the tank.
  - 3. Pump out the liquid below the draw-off point (tank bottom).
    - a. Use an explosion-proof hand or vacuum pump.
    - b. Pump out the entire tank bottom including the remaining product layer.
  - 4. Bond equipment to tank and ground tank to a separate ground when purging tank with compressed air or inert gas under pressure.
  - 5. Tank contents shall be properly disposed of in accordance with NYSDEC, NYSDOT, and local regulations.
  - 6. Provide proof of proper disposal to Engineer and Owner's Representative.

### 3.3 UNDERGROUND TANK AND PIPING REMOVAL

- A. Inert the interior atmosphere before extracting the tank from its location.
- B. Excavate to the top of the tank and stockpile soil as specified in Section 310000, Earthwork. In the event contaminated soil and/or groundwater is discovered, remove and temporarily stockpile the material as specified herein this Section.

- C. Excavation around existing UST:
  - 1. Dig down to expose upper half of tank. During excavation, exercise extreme caution in order to maintain the integrity of the UST.
  - 2. Perform excavation in the presence of the Owner's Representative who will check material for possible contamination using an organic vapor meter (OVM). Place excavated material in a separate stockpile as directed, pending disposal.
- D. Disconnect suction, inlet, gauge and all other tank fixtures, except the vent line.
- E. Temporarily plug all tank openings, complete the excavation, and remove the tank, placing it in a secure location. Tank must be blocked to prevent movement.
- F. Spills or drips shall be contained to prevent contamination of soils during removal.
- G. Excavate to uncover existing piping associated with the tank.
  - 1. Remove all underground piping.
  - 2. Do not rupture tank or pipelines.
  - 3. Pipe trenches shall remain open for inspection by Owner's Representative.
- H. Assist the Engineer with sampling of soils in the proximity of the tanks in accordance with DER-10 and other applicable NYSDEC guidance. Provide excavator with bucket for gathering samples; decontaminate bucket prior to collecting each sample.
- I. Backfill the tank and pipe excavations with clean Type 2 fill material, compact, grade, place topsoil and restore area. Refer to Section 310000 for fill type definitions.
- J. Cease operations and notify the Owner's Representative immediately if adjacent structures appear to be endangered. Do not resume operations until corrective measures are taken, and written approval is received by the Owner's Representative.
- K. Except where noted otherwise, immediately remove demolished material from site.
- L. Do not burn or bury materials on site.
- M. Excavate, segregate, stockpile, and protect soils with evidence of possible petroleum contamination (by visible staining, odors, or by the readings on the Engineer's field instrumentation) in accordance with DER-10 and other applicable NYSDEC guidance.
  - 1. Such soils shall be placed on poly sheeting (6-mil minimum) bermed to prevent run-off, covered with same type of poly to keep precipitation off of the staged soil, and the cover shall be secured to keep the pile dry.
- N. Remove and properly dispose of all tank fluids. Remove underground tank, components, and piping.

- O. Clean tank, components, and piping in accordance with applicable regulations and remove tank, components, and piping from site.
- P. Backfill and compact areas excavated for removal of tanks and appurtenances, in accordance with Section 310000 Earthwork. Backfill additional areas excavated to remove of petroleum-contaminated soils, as directed by the Owner's Representative.
- Q. Rough grade, and compact areas affected by underground storage tank removals and resurface in accordance with Section 310000 Earthwork.
- R. Dispose of removed materials from the site as Work progresses. Leave site in clean condition.
- S. Dispose of all wastewater off-site in accordance with applicable federal, state, and local regulations or treat the wastewater and discharge on-site in accordance with the Contractor's Wastewater Management Plan required in Section 312319 Dewatering.
- T. Stockpile petroleum-contaminated soil encountered during the work. Contractor is responsible for collecting and analyzing waste disposal samples.
- U. Assist / coordinate with the Owner's Representative and Engineer in the collection of confirmatory soil samples for lab testing and analysis by Engineer.
- V. Submit waste disposal documents. Organize and index records, and include the following:
  - 1. Waste characterization and waste profiles submitted to each permitted disposal facility. Include documentation of waste stream acceptance by the disposal facility.
  - 2. Bills of lading or receipts or certifications and weigh tickets generated during the handling and disposal process.
  - 3. Copies of all written approvals from duly authorized persons and agencies for the discharge of wastewater, where allowed, into storm or sanitary sewer systems, onto the ground, or into the groundwater.
  - 4. Copies of 6 NYCRR Part 364 permits for waste haulers used in the work, with a separate listing of the material hauled by each entity listed and the final disposal locations of each waste material removed from the site.

### 3.4 UST CLEANING

- A. Conduct tank cleaning procedures in accordance with NYSDEC guidance documents and API Recommended Practice 1604.
- B. Measure levels of combustible vapors and oxygen with a Combustible Gas Indicator (CGI), and initiate ventilation of the tank, if needed:
  - 1. Ventilate tank using a small gas exhauster until the vapor concentration is reduced to 10 percent or less of the lower explosive limit (LEL).

2. Oxygen content shall range from 19.5 to 23.5 percent.
- C. Ensure final vapor and oxygen concentrations are within the requirements noted above before proceeding to cut and dismantle the tank for its disposal.
  1. Methods for ensuring the tank has been made safe are outlined in Section 7 of NYSDEC's PBS guidance document "Permanent Closure of Petroleum Storage Tanks."
- D. Cut openings in tank to facilitate tank cleaning after vapor and oxygen concentrations have been met.
  1. Total surface area of holes cut into tank shall be minimum of 2% of total surface area of tank, or a minimum of 9 square feet each opposite side or end.
  2. Maintain a minimum of two fire extinguishers on-site during cutting of tank.
- E. Perform tank cleaning activities within twenty-four (24) hours of tank removal from excavation site.
- F. Tank Cleaning: Include mopping, scraping and sweeping the interior of the tank. If applicable, comply with OSHA's confined space entry regulations.
- G. Collect, contain and place residuals in a United States Department of Transportation approved drum for transporting and disposal.

### 3.5 CONTAMINATED MATERIAL DISPOSAL DOCUMENTATION

- A. Submit contaminated material disposal documentation prior to payment of any units involving disposal of contaminated materials.

### 3.6 DISPOSAL OF TANKS AND PIPING

- A. Dispose of tanks and all removed appurtenances from the premises as quickly as possible, preferably the same day as removed from the excavation.
- B. Legally dispose, scrap, or recycle the removed tanks and appurtenances in accordance with all local, State and Federal regulations.
- C. Obtain disposal facility receipts noting proper tank and cleaning material disposal. Submit receipts to the Owner's Representative.

END OF SECTION

## SECTION 028213 - ASBESTOS ABATEMENT

## PART 1 GENERAL

## 1.1 SUMMARY

- A. This Section specifies the procedures for disturbance and removal of existing asbestos-containing materials (ACM) and disposal of removed materials. The results of the testing for ACM are listed in the Report of Findings - Limited Asbestos Sampling bound in the Referenced Documents.
  - 1. The Building Asbestos Survey report was compiled by an ELAP certified laboratory.
  - 2. In order to determine asbestos content, samples were analyzed by polarized light microscopy (PLM) and/or transmission electron microscopy (TEM).
  - 3. The report is intended for State Design and estimate purposes only, and is included to provide bidders with the same information available to the State.
  - 4. The Bulk Samples are representative of like materials in the Work area. All ACM may not have been sampled.

## 1.2 GENERAL CONDITIONS

- A. The Contractor acknowledges that the quantities of asbestos-containing materials (ACMs) and presumed asbestos-containing materials (PACMs) shall be field-verified, prior to submission of bid. Variations of  $\pm 20\%$  in the quantities indicated shall be acknowledged by the Contractor and shall be reflected / included in their base bid price.
- B. The Contractor's pricing shall include costs for all labor, materials, equipment, asbestos project notifications and fees, building permits and fees, insurance, bonding, waste transportation and disposal, overhead and profit, and all other costs necessary to complete the work, as specified.
- C. All work shall be performed in accordance with the project design specifications and all applicable federal, state, and local regulations. When conflicts occur between the project design documents and federal, state, and/or local regulations, the most stringent requirement shall apply. The Contractor shall comply with the following, except where more stringent requirements are shown or specified:
  - 1. Federal Regulations:
    - a. OSHA 29 CFR Part 1910.1001 - Asbestos
    - b. OSHA 29 CFR Part 1910.1200 - Hazard Communication
    - c. OSHA 29 CFR Part 1910.134 - Respiratory Protection

- d. OSHA 29 CFR Part 1910.145 - Specification for Accident Prevention Signs and Tags
- e. OSHA 29 CFR Part 1926 - Construction Industry
- f. OSHA 29 CFR Part 1926.1101 - Asbestos, Tremolite, Anthophyllite, and Actinolite
- g. OSHA 29 CFR Part 1926.500 - Guardrails, Handrails, and Covers
- h. USEPA 40 CFR Part 61, Subpart A - General Provisions
- i. USEPA 40 CFR Part 61, Subpart M - Asbestos NESHAPs
- j. USEPA 40 CFR Part 763, Subpart E, Asbestos Hazard Emergency Response Act (AHERA)

D. New York State Regulations:

- 1. NYSDOL 12 NYCRR Part 56 - "Asbestos," as amended 3/21/2007
- 2. NYSDEC 6 NYCRR Parts 360 and 364 - Waste Disposal & Transportation
- 3. NYSDOH 10 NYCRR Part 73 - Asbestos Safety Program Requirements

E. Standards and Guidance Documents:

- 1. ANSI Z9.2-79, Fundamentals Governing the Design and Operation of Local Exhaust Systems
- 2. USEPA 560/585-024, Guidance for Controlling Asbestos Containing Materials in Buildings (Purple Book)
- 3. USEPA 530-SW-85-007, Asbestos Waste Management Guidance
- 4. American National Standard Institute (ANSI) Z88.2-80, Practices for Respiratory Protection

F. All local codes and regulations.

G. All applicable building and fire codes.

### 1.3 RELATED WORK SPECIFIED ELSEWHERE

A. Report of Findings - Limited Asbestos Sampling: Referenced Documents.

B. Summary of the Work: Section 011000.

C. Construction Facilities and Temporary Controls: Section 015000.

### 1.4 REFERENCES

A. New York State Department of Environmental Conservation (DEC) 6 NYCRR:

- 1. Part 360 Solid Waste Management Facilities.
- 2. Part 364 Waste Transporter Permits.
- 3. Part 370 Hazardous Waste Management System-General.
- 4. Part 371 Identification and Listing of Hazardous Wastes.
- 5. Part 372 Hazardous Waste Manifest System and Related Standards for Generators, Transporters and Facilities.



6. Part 373 Hazardous Waste Management Facilities.

- B. Occupational Safety and Health Administration (OSHA): Asbestos Regulations (29 CFR Part 1926.1101).
- C. U.S. Environmental Protection Agency (USEPA):
  - 1. National Emission Standards for Hazardous Air Pollutants; Asbestos NESHAP Revision; Final Rule.
  - 2. Asbestos Emergency Response Act (AHERA) (40 CFR Part 763, Subpart E).
- D. New York State Department of Labor (DOL): Industrial Code Rule 56.

1.5 DEFINITIONS

- A. Authorized Personnel: Facility or the Owner's Representative, and all other personnel who are authorized officials of any regulating agency, be it State, Local, Federal or Private entity who possess legal authority for enforcement or inspection of the work.
- B. Clearance Criteria: Shall be determined and established by a Certified Asbestos Project Monitor with an independent testing lab employed by the Owner's Representative, conforming to all standards set forth by all authorities having jurisdiction, mentioned in the references, and issue the certification of cleaning.
- C. Site Specific Variance: Relief in accordance with section 30 of the Labor Law from specific sections of Industrial Code Rule 56 for a specific project.
- D. Phase I & II: Asbestos Project phases as defined and subcategorized in ICR 56-2.

1.6 ABBREVIATIONS

- A. ASTM: American Society for Testing and Materials  
1916 Race Street  
Philadelphia, PA 19103
- B. CFR: Code of Federal Regulations  
Government Printing Office  
Washington, DC 20402
- C. DOL: New York State Department of Labor  
Harriman State Office Building Campus  
Albany, NY 12240
- D. NIOSH: National Institute for Occupational Safety and Health  
Building J.N.E. Room 3007  
Atlanta, GA 30333
- E. OSHA: Occupational Safety and Health Administration  
200 Constitution Avenue  
Washington, DC 20210

- F. USEPA: United States Environmental Protection Agency  
401 M Street SW  
Washington, DC 20460

#### 1.7 ASBESTOS SITE SPECIFIC VARIANCE

- A. If a site specific variance is sought, the application must be submitted by a NYS DOL Certified Asbestos Project Designer within the appropriate amount of time as to not affect the project timeline.

#### 1.8 SUBMITTALS

- A. Pre-Abatement Submittals. The following information shall be transmitted to the Project Designer at least ten (10) days prior to the commencement of work activities:
1. Contractor's Asbestos Handling License issued by the NYSDOL.
  2. Contractors Health and Safety Plan (HASP. Requirements summarized in C-520 Section 1.01).
  3. NYSDOL Asbestos Project Notification.
  4. USEPA Notification of Demolition & Renovation.
  5. Asbestos Project Notice to be posted at the building prior to the start of the work, as required by ICR 56-3.6.
  6. NYSDEC waste transporter permit, NYS DEC (NYS Part 364 Permit).
  7. NYSDEC landfill permit (NYS Part 360 Permit), where asbestos project wastes from the site will be disposed.
  8. Project schedule showing phases of work for each regulated work area including, but not limited to, mobilization, work area preparation, and anticipated time line.
  9. NYSDOL-approved asbestos project variance to be used on the project, if applicable.
  10. Wastewater disposal plan, submit a written statement describing how wastewater from this project will be collected and disposed.
  11. Safety Data Sheets (SDS) for all chemicals, solvents, products, and materials utilized on the project.
  12. Manufacturer's specifications/certifications for all materials and equipment utilized on the project.
  13. List of contact persons and emergency phone numbers for Contractor personnel to be posted at the project site.
  14. Asbestos abatement personnel/worker documentation, including:
    - a. NYSDOL Asbestos Handling Certificates.
    - b. NYSDOH 2832 Asbestos Training Certificates.
    - c. Medical examinations / evaluations.
    - d. Respirator fit test certifications.
    - e. OSHA 10-Hour Construction Safety Training certificates.
  15. The Contractor shall not proceed with any work until the pre-abatement submittals have been approved by the Owner/Owner's Representative.
- B. Abatement Submittals. The following information shall be transmitted during the course of asbestos abatement work activities:

1. OSHA personal exposure assessment air sampling data. The intent is only to show that the Contractor is collecting these samples as required by OSHA.
  2. A daily list of the personnel on-site.
- C. Post-Abatement/Closeout Submittals. The following information shall be transmitted within 30 days after completion of asbestos abatement work activities:
1. Copies of all waste disposal manifests, disposal logs, and weight tickets. All original waste disposal records shall be submitted directly to the Owner/Owner's Representative by the Contractor within 35 days of the ACM waste leaving the Site.
  2. Copy of supervisor's daily project log as required by ICR 56-7.3 documenting all pertinent events that occur throughout the project and including the following:
  3. Elevated air sampling results shall be noted along with the time of the work cessation, results of barrier and negative air system inspection, and a summary of any necessary repairs and the required cleaning(s).
  4. Manometer readings to be documented twice per work shift, if applicable.
  5. Daily (including days without work shifts) inspection results of negative-air ventilation system and any necessary repairs, if applicable.
  6. Daily (including days without work shifts) inspections of HVAC system positive pressurization and any necessary repairs, if applicable.
  7. Daily (including days without work shifts) inspection results of barriers and any necessary repairs, if applicable. Inspections shall be twice per work shift on days with scheduled work.
  8. Daily testing of barriers and enclosures as per ICR 56-8.2(f) and any necessary repairs, if applicable.
  9. Daily cleaning of enclosures to be documented at the end of each work shift, if applicable.
  10. Results of each visual inspection and time of each intermediate completion, if applicable.
  11. Results of visual inspection by Supervisor and Project Monitor for each asbestos abatement work area prior to clearance air sampling.
  12. Entry / exit logs for each asbestos abatement work area.
  13. Final NYSDOL and USEPA project notifications, and any asbestos variances, if applicable.
  14. Any other submittal requested by Owner, Owner's Representatives, or Project Designer.
- D. The Owner / Owner's Representative shall ensure that the Contractor has met all the contractual obligations to close out this project. Failure to provide all of the requested project closeout documentation may result in the delay of payment to the Contractor. The Contractor shall not be entitled to any additional compensation caused by their failure to submit the requested closeout information in a timely manner.

## 1.9 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with the referenced standards.
- B. Pre-Work Conference: Before the Work of this Section is scheduled to commence, a conference will be held by the Owner's Representative at the Site for the purpose of reviewing the Contract Documents, discussing requirements for the Work, and reviewing the Work procedures.
  - 1. The conference shall be attended by the Contractor, the asbestos removal subcontractor, and the Project Monitor employed by the Owner.
- C. Work Plan: At the conclusion of the pre-work conference, before the physical abatement Work begins, prepare a detailed work plan.
  - 1. The work plan shall include, but not be limited to, work procedures, types of equipment, details of equipment used, decontamination unit locations, crew size, and emergency procedures for fire and medical emergencies and for failure of containment barriers.
  - 2. If a site specific variance is sought, do not finalize the work plan until the Department of Labor decision is received.

## 1.10 PROJECT CONDITIONS

- B. In addition to the postings required by law, post at the entrance to the abatement area the following documents:
  - 1. Copy of the printed Work plan.
  - 2. Copy of Industrial Code Rule 56.
  - 3. Copy of Applicable Variances

## 1.11 HEALTH AND SAFETY

- C. Where in the performance of the work, workers, supervisory personnel or subcontractors may encounter, disturb, or otherwise function in the immediate vicinity of contaminated items and materials, all personnel shall take appropriate continuous measures as necessary to protect all ancillary building occupants from the potential ACM exposure.
  - 1. Such measures shall include the procedures and methods described herein and shall be in compliance with all applicable regulations of Federal, State and Local agencies.

## 1.12 FIRE PROTECTION, EMERGENCY EGRESS AND SECURITY

- A. Establish emergency and fire exits from the work area containment. Provide first aid kits and two full sets of protective clothing and respirators for use by qualified emergency personnel outside of the work area.
- B. Provide a logbook throughout the entire term of the project. All persons who enter the regulated abatement work area or enclosure shall sign the logbook. Document any intrusion or incident in the log book.

### 1.13 PERSONAL PROTECTIVE CLOTHING AND EQUIPMENT

- A. Workers must wear personal protective equipment for all projects as per OSHA and DOL regulations. Provide respiratory protection in accordance with OSHA regulation 1910.134 and ANSI Z88.2.
- B. Workers must be appropriately trained as per OSHA and DOL requirements, have medical clearance and must have recently received pulmonary function test (PFT) and respirator fit tested by a trained professional.
  - 1. A personal air sampling program shall be in place as required by OSHA.
  - 2. The use of respirators must be in conjunction with the required respiratory protection program as specified by OSHA.

## PART 2 PRODUCTS

### 2.1 Providing all materials and equipment necessary to complete the work.

- 1. Providing safe and reliable materials and equipment.
- 2. Providing personal protective equipment for all abatement personnel.
- 3. Providing HEPA-filtered air filtration devices and HEPA vacuums.
- 4. Providing continuous negative air pressure within regulated work areas for the duration of the project, as applicable.
- 5. Utilizing barrier tape and danger signs to keep unauthorized personnel away from the work area. Danger signs shall contain the following language:

DANGER  
CONTAINS ASBESTOS FIBERS  
AVOID CREATING DUST  
CANCER AND LUNG DISEASE HAZARD

- 6. Utilizing airless sprayers to limit airborne dust in regulated work areas.
- 7. Utilizing flame-retardant 6-mil polyethylene sheeting for the construction of abatement work areas, decontamination units, and the lining of waste containers.
- 8. Utilizing 6-mil polyethylene bags for the containerization of all asbestos wastes.
- 9. Utilizing duct tape or approved equivalent to seal polyethylene sheeting and waste disposal bags.
- 10. Utilizing electrical equipment and power cords in compliance with all applicable OSHA standards.
- 11. Utilizing Ground Fault Interrupters (GFIs) or Ground Fault Circuit Interrupters (GFCIs) on all power sources.

## 2.2 EQUIPMENT

- A. Temporary lighting, heating, hot water heating units, ground fault interrupters, and all other equipment on site shall be UL listed.
- B. All electrical equipment shall be in compliance with the National Electric Code, Article 305 - Temporary Wiring.

## 2.4 NEGATIVE AIR PRESSURE UNITS

- A. Type: Local exhaust system, capable of maintaining negative air pressure within the containment, and provides for HEPA filtration of efficiency not less than 99.97 percent with 0.3 micron particles. Equip the unit with filter alarms lights and operation time meter.

## 2.5 RESPIRATORS

- A. Type: As approved by the Mine Safety and Health Administration (MSHA), Department of Labor, or the National Institute for Occupational Safety and Health (NIOSH), Department of Health and Human Services.

## 2.6 VACUUM CLEANERS

- A. Type: Vacuums equipped with HEPA filters.

## 2.7 Any miscellaneous products not covered in this specification must have written approval from the Project Architect and Project Designer prior to use on-site.

## 2.8 UTILITIES

- A. All water and electrical service connections shall be installed by the Contractor in accordance with all applicable federal, state, and local codes, rules, and regulations.
- B. The Contractor shall be responsible for the maintenance of all electrical cords and water hoses, and keeping them in a secure location to prevent unnecessary tripping and/or slipping hazards.
- C. The Contractor shall temporarily shut down / de-energize, isolate / seal, modify, and/or alter existing mechanical, HVAC, electrical, plumbing, and any other related systems, services, and utilities at the site, as required by applicable regulations, prior to the start of the asbestos abatement work. All such work shall be carefully coordinated with the Owner and Owner's Representative.
- D. Existing mechanical, HVAC, electrical, plumbing, and all other building systems, services, and utilities within regulated work areas that are to remain in operation shall be adequately protected by the Contractor during all work activities.

## PART 3 EXECUTION

### 3.1 ASBESTOS-CONTAINING MATERIAL HANDLING AND REMOVAL PROCEDURES

- A. The Contractor shall conduct all asbestos abatement activities in accordance with ICR 56 or an approved asbestos project variance.
- B. Negative air machines shall be utilized at all regulated work areas, until satisfactory air sample results have been achieved.
- C. All asbestos materials shall be removed using wet methods. Dry removal, sweeping, wire brushing, use of pressurized water/pressurized air, or other inappropriate techniques will not be permitted.
- D. Airless sprayers shall be utilized to control airborne asbestos fiber concentrations.
- E. The Contractor is responsible for taking appropriate measures to reduce nuisance odors and noise from migrating to other areas of the building.
- F. Waste shall be immediately bagged and be transported to the waste decontamination enclosure. Waste bags shall then be cleaned in the waste decontamination enclosure, double-bagged, labeled, and transported to the waste dumpster, trailer, etc.
- G. Waste bag transfer shall take place inside a cart that has been lined with two (2) layers of 6-mil polyethylene. This cart shall be covered by polyethylene during any waste transfer activities and be labeled with appropriate asbestos signage.
- H. Workers shall wear PPE during work area preparation, abatement activities, cleaning, and during any other work area activities until final air clearance criteria has been achieved.

The Contractor shall be responsible for providing the Project Monitor / Air Sampling Technician with sufficient power to conduct air sampling at the project site. The Contractor shall also provide the Project Monitor / Air Sampling Technician with access to the decontamination unit and hot water on days when final/clearance air sampling is required (even when abatement work is not taking place).

- A. Comply with the standards referenced in Part 1 of this Section.

### 3.2 CLEAN UP PROCEDURES

- A. Comply with the standards referenced in Part 1 of this Section.

### 3.3 PROJECT AIR SAMPLING, MONITORING AND ANALYSIS

- A. Air Sampling and Analysis: The Owner will employ the services of an independent testing laboratory to perform air sample monitoring. The laboratory shall use the methods described in standards referenced in Part 1 of this Section.
  - 1. The equipment, duration, flow rate, calibration of equipment, number and location of samples are as per ICR 56-4.
  - 2. Air sampling technician shall be on site to observe and maintain air sampling equipment for the duration of the air sampling collection.
  - 3. Period of time permitted between completion of air sample collection and receipt of results on the project site shall be equal or less than 48 hours.
- B. If air samples collected outside the regulated work area indicate airborne fiber concentrations at or above 0.01 fibers per cubic centimeter, or the established background level, whichever is greater, work shall stop immediately for inspection of barriers and negative air ventilation systems. Clean up surfaces outside the regulated work area using HEPA filter equipped vacuums and wet cleaning methods. Work methods shall be altered to reduce fiber concentrations to acceptable levels.
- C. Elevated air sample results, if any, along with background and all other air sample results collected during Phase IIA through Phase IIC shall be submitted to the Commissioner of appropriate Asbestos Control Bureau within the same business day of receipt of results.

### 3.4 FINAL CLEANING AND CLEARANCE PROCEDURES

- A. Negative Pressure Ventilation: Negative air pressure machines if used, shall remain in continuous operation during the entire length of the project.
- B. Cleaning and Visual Inspection: After first, second, third cleaning and required waiting/settling and drying periods, perform a final visual inspection.
  - 1. Final clearance air sampling shall commence after the waiting/settling and drying time as per ICR 56 has elapsed.
- C. Project Monitor Visual Inspection: The Owner will employ the services of a DOL certified asbestos project monitor employed by an independent testing laboratory to perform visual inspection as required by ICR 56.
- D. Final Clearance Air Sampling: The Owner will employ the services of an independent testing laboratory to perform final air sampling.
  - 1. The laboratory shall use the methods described in standards referenced in Part 1 of this Section.
  - 2. The equipment, duration, flow rate, calibration of equipment, number and location of samples are as per ICR 56-4.



3. If initial Post-Abatement (Clearance Air) Monitoring results do not comply with the standards referenced in Part 1 of this Section the Contractor shall either re-clean or order a full set of TEM analysis.
  - a. Results of the TEM analysis will be conclusive, and if the results do not comply with the standards referenced in Part 1 of this Section, the Contractor shall re-clean and additional full set of air samples will be collected and analyzed until the standards are met.
  - b. All satisfactory PCM clearance air sample results along with background air sample results, if they are greater than or equal to 0.01 fibers per cubic centimeter, shall be submitted to the Commissioner of appropriate Asbestos Control Bureau within two business days of receipt of satisfactory clearance air results.
  - c. All satisfactory TEM results of previously unsatisfactory PCM clearance air sample results, along with the unsatisfactory PCM results shall be submitted to the Commissioner of appropriate Asbestos Control Bureau within two business days of receipt of satisfactory clearance air results.
4. Prior to removal of isolation barriers the Owner's Representative at the site will receive an affidavit from the air monitoring laboratory certifying the final air samples comply with the standards referenced in Part 1 of this Section.

E. Dismantling of Regulated Abatement Work Area:

1. Remove all tools and equipment after proper decontamination as per Part 1 of this section.
2. Dismantle and remove each tent enclosure and air lock and any barriers only after final clearance air monitoring has been performed and satisfactory results obtained.
3. All remaining polyethylene, duct tape, expandable foam and other barrier materials shall be bagged, wrapped, containerized and labeled as asbestos waste.
4. Remove all temporary hard walled barriers from site.
5. Dismantle any remote decontamination units and plastic sheeting shall be disposed as asbestos waste.
6. Remove all waste generated to the holding area, lockable trailer or dumpster.
7. Contractor's Supervisor shall certify in writing to the Owner that abatement work is complete and no debris/residue remain

3.5 DISPOSAL OF ASBESTOS-CONTAINING MATERIAL AND RELATED DEBRIS

- A. Remove all waste generated as part of the asbestos project from the project site within ten calendar days from the site after completion of Phase IIC of the project or within one day of the waste disposal container/trailer becomes full, whichever occurs first.

- B. Transport and dispose of all the asbestos-containing waste, related debris, and waste water to the approved disposal site.
- C. All generated waste removed from the site must be documented, accounted for and disposed of in compliance with the requirements of USEPA NESHAP.
- D. Comply also with the standards referenced in Part 1 of this Section.

### 3.6 RESTORATION

- A. Remove temporary decontamination facilities and restore area designated for these facilities to its original condition or better.
- B. Where existing work is damaged or contaminated, restore work to its original condition or better.

END OF SECTION

## SECTION 028335 - CONTAMINATED SOIL REMOVAL

## PART 1 - GENERAL

## 1.1 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 026500 – Underground Storage Tank Removal Earthwork.
- B. Section 028213 – Asbestos Abatement.
- C. Section 310000 – Earthwork.
- D. Section 312319 – Dewatering.
- E. Section 312710 – Water Pollution and Erosion Control.

## 1.2 SCOPE

- A. The Contractor shall provide all labor, materials, and equipment required to excavate the petroleum and arsenic-contaminated soil from designated areas as shown on the Contract Drawings.
- B. The Contractor is responsible to collect and arrange for the analysis of waste related samples for all types of media to be disposed. The Owner's Representative will collect and arrange for the analysis of confirmatory soil samples.
- C. Any asbestos uncovered during excavation activities should be handled as outlined in Section 028213, Asbestos Abatement.

## 1.3 SUBMITTALS

- A. The following items shall be submitted to the Owner's Representative for review and approval in accordance with Section 013300.
  - 1. Prior to initiating the Work, the Contractor shall submit for approval a written Materials Handling Plan, describing the method of excavation, drainage, dewatering, removal, loading and transport of the contaminated soil. The Materials Handling Plan shall also describe the procedures and materials that will be utilized to minimize the flow of surface water into open excavations and the handling of groundwater that enters the excavations.

2. Copies of manifests required to transport waste materials. These manifests shall be submitted prior to the transportation of waste materials within 24 hours following their preparation.
3. Acceptance documentation of waste materials by a facility permitted to treat or dispose of those types of materials. The documentation shall be submitted no later than 7 days prior to delivery of waste materials to the permitted facility.
4. Letters of acceptance from the permitted facility and haulers acknowledging agreement to accept the waste material. These letters shall be submitted not more than 14 days prior transporting any waste materials.

#### 1.4 STATUTES, REGULATIONS, CODES AND POLICIES

- A. All work included in the Contract shall be conducted in strict compliance with all applicable federal, state, and local statutes, regulations, codes and policies.
  1. Compliance assurance shall be the responsibility of the Contractor.
  2. Communication between Contractor and governing authorities, regulatory agencies, and similar entities, shall be coordinated through the Owner's Representative.

#### 1.5 PERMIT AND LICENSE REQUIREMENTS

- A. All permits, bonds, easements, or licenses required to perform the Work shall be obtained by the Contractor.
  1. The Contractor shall coordinate with the Owner's Representative to ensure all permits are in place prior to the Contractor starting work.
  2. Determination of license and permit requirements shall be the responsibility of the Contractor.
- B. Copies of all executed permits and licenses shall be transmitted to Owner's Representative upon receipt.

#### 1.6 REFERENCES

- A. The publications are referenced by basic designation only and shall be the latest published version. Contractor shall be familiar with, and upon request, be able provide 1 copy of latest updated publications below for Owner:
  1. Code of Federal Regulations (CFR):

|                 |   |
|-----------------|---|
| CFR 40 Part 260 | Hazardous Waste Management System: General            |
| CFR 40 Part 261 | Identification and Listing of Hazardous Waste         |
| CFR 40 Part 262 | Standards Applicable to Generators of Hazardous Waste |
| CFR 40 Part 263 | Standards Applicable to Transporters of Hazardous     |

- |                      |   |
|----------------------|---|
|                      | Waste<br>Land Disposal Restrictions   |
| CFR 40 Part 268      |   |
| 2.                   | New York State Department of Environmental Conservation (NYSDEC):   |
| 6 NYCRR Part 360.12  | Beneficial Use  |
| & 360.13             |   |
| 6 NYCRR Part 360-7.1 | Hazardous Waste Management Systems  |
| 6 NYCRR Part 371.3   | Characteristics of Hazardous Waste  |
| 6 NYCRR Part 372     | Hazardous Waste Manifest System and Related Standards for Generators, Transporters, and Facilities                                |
| 6 NYCRR Part 375     | Environmental Remediation Programs  |
| DER-10               | Technical Guidance for Site Investigation and Remediation   |
| TAGM SW-89-2002      | Division of Solid Waste Technical and Administrative Guidance Memorandum: Construction and Demolition Debris, Dated Dec. 26, 1989 |
| CP-51                | Soil Cleanup Guidance, Dated October 2010.  |

## PART 2 – EXECUTION

### 2.1 SAFETY AND ENVIRONMENTAL REQUIREMENTS

- A. Prior to mobilizing for the remedial work, the Contractor shall develop and submit a Plan of Operations. The Contractor's Plan of Operations will outline the Contractor's proposed manner of proceeding with the remedial measures and coordinating with the Owner's Representative's required confirmation sampling. The Plan of Operations shall include a Site Management Plan designating exclusion zones, contamination reduction zones for workers and equipment, and materials handling and storage areas and a method for demonstrating that the Contractor's on-site activities do not result in migration of arsenic, petroleum, or asbestos impacts to adjacent areas (e.g., pre-construction and post-construction sampling of areas to be utilized for waste storage, treatment or transport and for personnel or equipment decontamination). The Plan of Operations shall include a Materials Handling Plan, detailing the proposed locations and methods for on-site storage and/or treatment of materials. Contractor's Waste Disposal Plan shall include waste transporter permits, waste profiles for each stream of waste materials, the permit from each off-site disposal facility to be utilized indicating the facility's ability to accept the waste, and the approval from each disposal facility indicating the facility's acceptance of the waste. The Waste Disposal Plan shall also specify any waste treatment and/or characterization sampling to be conducted by either the Contractor or the waste disposal facility. The Owner's Representative (Environmental Monitor) will monitor the Contractor's compliance with Plans submitted by the Contractor. The Contractor's Plan of Operations must include the following:

- a) *all haulers and each truck must comply with all provisions of 6 NYCRR Part 364;*
  - b) *each truck must carry a legible a copy of the latest Part 364 permit;*
  - c) *each truck must be labeled with the name and permit number of the permitted transporter;*
  - d) *all trucks hauling waste from the site must be covered with a solid tarp cover. Mesh-type covers will not be acceptable;*
  - e) *all trucks hauling waste from the site must be covered prior to leaving the site;*
  - f) *trucks must not queue on the public roadway;*
  - g) *per 6 NYCRR Part 217-3.2 trucks must not idle longer than 5 minutes unless that does not apply per 6 NYCRR 217-3.3; such as if it is less than 25F and the truck will be idling for more than 2 hours, or it is an electric powered vehicle, or it is a hybrid-electric vehicle and is idling for the purpose of providing energy for battery or other form of energy storage recharging.*
- B. A site-specific Health and Safety Plan (HASP) must be prepared and implemented for the project. The Contractor must provide a competent health and safety professional to fully assess the site and the work and prepare a site-specific HASP, which will be maintained on-site and adhered to for the duration of the work. The Contractor's on-site workers must each hold training certification under OSHA Hazwoper Health and Safety regulations from 29 CFR 1910.120, appropriate to the level of work the individual is performing or managing on site. The HASP must address regulations for confined space entry (29 CFR 1910.146), applicable portions of 29 CFR 1926, exposure to contaminated materials, safety around excavations and construction equipment, and any other health and safety precautions required to perform the work. The HASP shall identify personal protective equipment (PPE), decontamination procedures, and exclusion/transition/decontamination zones, as well as an ambient air monitoring plan for particulates within the workers breathing zone that includes action levels and mitigation procedures for excessive particulate levels. The Owner's Representative will review and comment on the HASP but will neither approve nor disapprove it. However, it must be provided to the Engineer and NYSDEC prior to mobilization.
- C. Before, during and after the remedial work, the Contractor will provide the services of a New York State Licensed Land Surveyor to establish / maintain / document remedial area boundaries / depths as set forth in the Contract Drawings. Stamped drawings shall be produced to document the appropriate depths and limits.
- D. Petroleum Contaminated Soil Remedial Areas – Excavate to the initial removal depths shown on the Contract Documents and as directed by the Owner's Representative. Actual excavation limits will be confirmed in the field by the

Owner's Representative, based on field observations. During the remedial work, the Owner's Representative shall collect confirmatory samples from the sidewalls and bottoms of excavated areas for laboratory analysis. An expedited turnaround time for analyses may be issued if needed and if possible. If confirmatory soil samples do not indicate compliance with the cleanup objective, the Contractor will be required to further advance an excavation where it was terminated. Therefore, the extents of excavations should be clearly demarcated. All excavated petroleum contaminated soil shall be disposed of offsite.

- E. Arsenic Contaminated Soil Remedial Area – Excavate the grids to the initial removal depths shown on the Contract Documents. The Owner's Representative shall collect confirmatory samples from the bottom of each excavated grid for laboratory analysis. An expedited turnaround time for analyses may be issued if needed and if possible. If a confirmatory soil sample does not indicate compliance with the cleanup objective, the Contractor will be required to further excavate the grid. Therefore, the horizontal and vertical extents of each grid should be clearly demarcated. The excavated arsenic contaminated soil shall be placed in the excavation resulting from the removal of petroleum-contaminated soil from Area A (shown on Sheets C-101 and 102). The placement of this soil must:
  - a. Not be located closer than 10 feet from the Site boundary.
  - b. Be covered with a Tencate / Mirafi 1160N approved geotextile stabilization / separation fabric, or approved equal.
  - c. Be covered with at least two feet of backfill that meets NYSDEC DER-10 Residential-Restricted Use criteria (see Section 2.4).
  - d. Be surveyed to document the burial and cover depth, and placement limits.
- F. During and after remedial excavation efforts, the Contractor must perform additional work in a manner that will not cross-contaminate adjacent areas. If such repeated or unnecessary work is due to a mistake, oversight, or willful action of the Contractor, the Contractor will be responsible for costs associated with any additional excavation and sampling needed to rectify the mistake, oversight, or willful action
- G. Petroleum contaminated soil excavated shall be securely stored on-site only at the Temporary Stockpile Areas designated on the contract drawings in lined and covered stockpiles until fully characterized for disposal at one of the approved disposal facilities. The Contractor is responsible for all waste disposal sampling and testing. These materials shall be handled and stored as potential hazardous waste and disposed off-site at a properly permitted facility in accordance with regulatory requirements. A truck decontamination station shall be provided by the Contractor so that tires of transport vehicles

can be cleaned prior to the truck's departure from the site. Air monitoring for protection of site workers and the public shall be maintained throughout ground intrusive remedial activities. The Erosion and Sedimentation control plan shall remain in effect throughout the work.

- H. The Contractor shall provide full documentation of off-site disposal of all materials, including soils, wood, and vegetation. This documentation includes waste profiles (including analytical results for waste characterization sampling conducted by the contractor), waste treatment certificates for any treatment conducted by the Contractor or disposal facility, waste transport manifests, and certificates of disposal. The Contractor's bid price for the work shall include costs for removal, handling, staging, treatment, and disposal of soils, wood, vegetation, debris, structures, including removals identified in the Contract Documents and all additional removals identified by confirmation sampling conducted by the Owner's Representative.
- I. After remedial excavation areas, work areas, and adjacent project areas are confirmed to achieve the clean-up objective (via the Owner's Representative's sampling), site restoration activities shall commence. The remedial excavation areas shall be rough-graded as shown on the Contract Drawings to achieve contours consistent with the adjacent wetlands. Wetland restoration shall be conducted consistent with the project wetland disturbance permit provided in the Referenced Documents.
- J. As shown in the Contract Drawings, existing groundwater monitoring wells within remedial areas shall be decommissioned per NYSDEC CP-43 and then re-installed per Drawing B2 / C-500. These activities will be overseen by the Owner's Representative.

## 2.2 EXCAVATION

- A. The horizontal extent of soil areas that are contaminated at levels requiring remediation are shown on the Contract Drawings. Contractor shall accurately locate and stake the contaminated soil removal boundaries shown on Sheets C-101 and C-102.
- B. In remedial areas where tank removal is required, the Contractor shall perform soil excavation activities only after tank removal activities are completed per Section 026500 – Underground Storage Tank Removal.
- C. The Contractor shall not exceed the shown limits of excavation without prior approval of the Owner's Representative. Corrective grading including placement of backfill required due to over excavation by the Contractor will be performed at no additional cost to the Owner. Over-excavation performed based on the Contractor's means and methods of excavation shoring will also be performed at no additional cost to the Owner.



## 2.3 DRAINAGE / DEWATERING

- A. The Contractor shall provide all labor, equipment, and materials needed to properly manage surface water and groundwater that enters open excavations. Methods and equipment for sediment control shall be utilized to minimize surface water migration into excavations and to control groundwater that enters the excavation. Methods and equipment used to control drainage, dewatering and sedimentation shall be in accordance with the Contractor's approved Materials Handling Plan and Site Health and Safety Plan. Requirements identified in Section 312710 for Water Pollution and Erosion Control and Section 312319 for Dewatering shall be implemented as required.

## 2.4 BACKFILL

- A. The Contractor shall backfill all excavations with required fill material in accordance with the requirements of Specification 310000 Earthwork.
- B. No backfill shall be imported to the Site without first being tested and approved by the Owner's Representative. Prior to approval and import, a NYSDEC Request to Import / Reuse Fill or Soil form must be completed for each material to be imported (attached for reference).
- C. Unless exempted per paragraph D. below, backfill imported to the Site must be tested per NYSDEC DER-10 Table 5.4(e)(10) and the NYSDEC guidance document, *Sampling, Analysis, and Assessment of Per-and Polyfluoroalkyl Substances (PFAS) – October 2020* (PFAS guidance) (both attached). The material must not exceed the guidelines for perfluorooctanoic acid (PFOA) and perfluorooctanesulfonic acid (PFOS) per the PFAS guidance and must not exceed the soil cleanup objectives (SCOs) applicable to each excavation area.
  - a) For on-site excavations (Areas A-Onsite, B, C, D, and E-Onsite) the applicable SCOs are the lower of the SCOs for the protection of public health for Restricted-Residential Use and the SCOs for the protection of groundwater as defined in 6 NYCRR Part 375-6. The resultant criteria for imported fill for on-site areas are as listed (attached to section).
  - b) For off-site excavations (Areas A-Offsite, E-Offsite, and F) the applicable SCOs are the unrestricted use SCOs. The resultant criteria for imported fill for off-site areas are as listed (attached to section).
  - c) For PFOA and PFOS, no matter the area or use, the criterion is 1 microgram per kilogram (ug/kg). If PFOA or PFOS exceeds 1 ug/kg the material could be accepted if it is sampled and analyzed for PFAS via the synthetic precipitation leaching procedure (SPLP) and if

PFOA and PFOS each do not exceed 10 nanograms per liter (ng/L) in the leachate. (guidance document attached in Reference Documents – *Sampling, Analysis, and Assessment of Per-and Polyfluoroalkyl Substances (PFAS) – October 2020*)

- d) The following analytical methods must be utilized to determine compliance with the applicable SCOs and PFOA/PFOS criteria.
- i. Target Compound List (TCL) volatile organic compounds – EPA Method 8260
  - ii. TCL semi-volatile organic compounds – EPA Method 8270
  - iii. TCL pesticides – EPA Method 8081
  - iv. PCBs (9 Aroclors) – EPA Method 8082
  - v. Target Analyte List Metals – EPA Method 6010/7471
  - vi. Total Cyanide – EPA Method 901x
  - vii. 2,4,5-TP Acid – EPA Method 8151
  - viii. per- and polyfluoroalkyl substances (21 compounds) – by EPA Method Modified 537.1, and, if applicable, synthetic precipitation leaching procedure (SPLP) EPA Method 1312

- D. Granular / aggregate materials may not require analytical testing, if they contain less than 10% by weight material which would pass through a size 80 sieve and consist of gravel, rock, or stone, consisting of virgin material from a permitted mine or quarry. Such materials still require approval by the Owner's Representative and must be requested by using the Request to Import Form.

| Table 5.4(e)10<br>Recommended Number of Soil Samples for Soil Imported To or Exported From a Site |  |                                     |  |
|---|--|-------------------------------------|--|
| Contaminant   | VOCs   | SVOCs, Inorganics & PCBs/Pesticides |  |
| Soil Quantity<br>(cubic yards)  | Discrete Samples   | Composite                           | Discrete Samples/Composite   |
| 0-50  | 1  | 1                                   | 3-5 discrete samples from different locations in the fill being provided will comprise a composite sample for analysis |
| 50-100  | 2  | 1                                   |  |
| 100-200   | 3  | 1                                   |  |
| 200-300   | 4  | 1                                   |  |
| 300-400   | 4  | 2                                   |  |
| 400-500   | 5  | 2                                   |  |
| 500-800   | 6  | 2                                   |  |
| 800-1000  | 7  | 2                                   |  |
| ➤ 1000  | Add an additional 2 VOC and 1 composite for each additional 1000 Cubic yards or consult with DER |                                     |  |

PFAS and low-level 1,4-dioxane shall be sampled at the same frequency as the composite samples.

## 2.5 NOT USED

## 2.6 DISPOSAL OF EXCAVATED MATERIALS

- A. All contaminated excavated materials (waste materials) shall be collected in a manner proposed by the Contractor and approved by the Owner's Representative. If containers are required, the Contractor shall label the containers in accordance with federal and state regulations.
- B. All contaminated waste materials shall be disposed of in accordance with the requirements of the USEPA and NYSDEC regulations.
- C. Unless otherwise specified, all contaminated waste materials shall become the responsibility of the Contractor. The Contractor shall be responsible for the safe and proper removal of all waste materials and the disposal of such waste materials at a licensed waste disposal facility approved by the Owner's Representative.
- D. All fees and transportation costs are the responsibility of the Contractor. The Contractor shall bear full responsibility for any and all fines or assessments levied against the project resulting from improper handling and disposal of the waste material.

## 2.7 COMMUNITY AIR MONITORING PLAN (CAMP)

- A. The Community Air Monitoring Plan (CAMP), outlined in the Remedial Design Work Plan (RDWP) as provided in the Referenced Documents, shall be implemented for all intrusive / invasive work where there is a potential to disturb contaminated materials. The potential for disturbing contaminated materials is expected for all intrusive / invasive work at the Site. The Contractor shall implement means and methods, and corrective action measures, as necessary to provide a measure of protection from volatile organic compounds (VOCs), particulates (i.e., dust), and odors for the community, consistent with the CAMP. The Engineer shall provide full time observation and monitoring to determine the effectiveness of the implementation of the CAMP.

END OF SECTION

## SECTION 310000 – EARTHWORK

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Excavating and backfilling remedial excavations.
  - 2. Excavating and backfilling trenches for utilities.

#### 1.2 DEFINITIONS

- A. Backfill: Soil material used to fill an excavation.
- B. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- C. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
  - 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Owner's Representative. Authorized additional excavation and replacement material will be paid per the applicable unit prices.
  - 2. Bulk Excavation: Excavation more than 10 feet in width and more than 30 feet in length.
  - 3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Owner's Representative. Unauthorized excavation, as well as remedial work directed by Owner's Representative, shall be without additional compensation.
- D. Fill: Soil materials used to raise existing grades.
- E. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material that exceed 1 cu. yd. for bulk excavation or 3/4 cu. yd. for footing, trench, and pit excavation that cannot be removed by rock-excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, or ripping.
  - 1. Equipment for Footing, Trench, and Pit Excavation: Late-model, track-mounted hydraulic excavator; equipped with a 42-inch-maximum-width, short-tip-radius rock bucket; rated at not less than 138-hp flywheel power with bucket-curling force of not less than 28,700 lbf and stick-crowd force of not less than 18,400 lbf with extra-long reach boom.
  - 2. Equipment for Bulk Excavation: Late-model, track-mounted loader; rated at not less than 230-hp flywheel power and developing a minimum of 47,992-lbf breakout force with a general-purpose bare bucket.

- F. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- G. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
- H. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

### 1.3 SUBMITTALS

- A. Product Data: For each type of the following manufactured products required:
  - 1. Geotextiles.
  - 2. Controlled low-strength material, including design mixture.
  - 3. Warning tapes.
- B. Pre-excavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by earth moving operations. Submit before earth moving begins.
- C. A site-specific Health and Safety Plan (HASP) must be prepared and implemented for the project. The Contractor must provide a competent health and safety professional to fully assess the site and the work and prepare a site-specific HASP, which will be maintained on-site and adhered to for the duration of the work. The Contractor's on-site workers must each hold training certification under OSHA Hazwoper Health and Safety regulations from 29 CFR 1910.120, appropriate to the level of work the individual is performing or managing on site. The HASP must address regulations for confined space entry (29 CFR 1910.146), applicable portions of 29 CFR 1926, exposure to contaminated materials, safety around excavations and construction equipment, and any other health and safety precautions required to perform the work. The HASP shall identify personal protective equipment (PPE), decontamination procedures, and exclusion/transition/decontamination zones, as well as an ambient air monitoring plan for particulates within the workers breathing zone that includes action levels and mitigation procedures for excessive particulate levels. The Owner's Representative will review and comment on the HASP but will neither approve nor disapprove it. However, it must be provided to the Engineer and NYSDEC prior to mobilization.

### 1.4 QUALITY ASSURANCE

- A. Blasting: Not permitted.
- B. Pre-excavation Conference: Conduct conference at Project site.

## 1.5 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner's Representative and authorities having jurisdiction.
  - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner's Representative or authorities having jurisdiction.
- B. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth moving operations.
- C. Do not commence earth moving operations until temporary erosion- and sedimentation-control measures, specified in Division 1 Section "Temporary Facilities and Controls," are in place and the community air monitoring plan is being implemented.
- D. The following practices are prohibited within protection zones:
  - 1. Storage of construction materials, debris, or excavated material.
  - 2. Parking vehicles or equipment.
  - 3. Foot traffic.
  - 4. Erection of sheds or structures.
  - 5. Impoundment of water.
  - 6. Excavation or other digging unless otherwise indicated.
  - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- E. Do not direct vehicle or equipment exhaust towards protection zones.
- F. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

## PART 2 - PRODUCTS

### 2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Suitable Borrow Material – Subgrade area material shall consist of any suitable material having no particles greater than 6 inches in maximum dimension, unless Select Granular Subgrade with the well graded rock option is used. In that case, refer to NYSDOT Standard Specification 203-2.02 E.1.A, dated May 1<sup>st</sup>, 2008. If concrete is used, any exposed mesh or rebar shall not exceed 1 inch in length.

- C. Suitable Material Backfill – As per NYSDOT Standard Specification 203 – 1.08, dated May 1<sup>st</sup>, 2008.
- D. Suitable Borrow and Backfill Material to be imported to the Site must be tested per NYSDEC DER-10 Table 5.4(e)(10) and meet Residential-Restricted Use SCOs for onsite use and Unrestricted Use SCOs for offsite use. All imported material must be tested and approved by the Owner's Representative before being imported to the Site as per 028335.2.4.

| Table 5.4(c)10<br>Recommended Number of Soil Samples for Soil Imported To or Exported From a Site |  |                                     |  |
|---|--|-------------------------------------|--|
| Contaminant   | VOCs   | SVOCs, Inorganics & PCBs/Pesticides |  |
| Soil Quantity<br>(cubic yards)  | Discrete Samples   | Composite                           | Discrete Samples/Composite   |
| 0-50  | 1  | 1                                   | 3-5 discrete samples from different locations in the fill being provided will comprise a composite sample for analysis |
| 50-100  | 2  | 1                                   |  |
| 100-200   | 3  | 1                                   |  |
| 200-300   | 4  | 1                                   |  |
| 300-400   | 4  | 2                                   |  |
| 400-500   | 5  | 2                                   |  |
| 500-800   | 6  | 2                                   |  |
| 800-1000  | 7  | 2                                   |  |
| ➤ 1000  | Add an additional 2 VOC and 1 composite for each additional 1000 Cubic yards or consult with DER |                                     |  |

## 2.2 GEOTEXTILES

- A. Subsurface Drainage Geotextile: Tencate / Mirafi 1160N or approved equal meeting the following specifications:

| <u>Mechanical Properties</u> | <u>Test Method</u> | <u>Unit</u>  | <u>Minimum Average Roll Value</u> |
|------------------------------|--------------------|--|-----------------------------------|
| Grab Tensile Strength        | ASTM D4632         | lbs (N)  | 380 (1691)                        |
| Grab Tensile Elongation      | ASTM D4632         | %  | 50                                |
| Trapezoid Tear Strength      | ASTM D4533         | lbs (N)  | 140 (623)                         |
| CBR Puncture Strength        | ASTM D6241         | lbs(N)   | 1025 (4561)                       |
|                              |                    |  | <u>Minimum Roll Value</u>         |
| Permittivity                 | ASTM D4491         | sec <sup>-1</sup>                                  | 0.7                               |
| Flow Rate                    | ASTM D4491         | gal/min/ft <sup>2</sup><br>(l/min/m <sup>2</sup> ) | 50 (2037)                         |
|                              |                    |  | <u>Maximum Opening Size</u>       |
| Apparent Opening Size (AOS)  | ASTM D4751         | U.S. Sieve (mm)                                    | 100 (0.15)                        |
|                              |                    |  | <u>Minimum Test Value</u>         |
| UV Resistance (at 500 hours) | ASTM D4355         | % strength retained                                | 70                                |

- B. Separation Geotextile: Tencate / Mirafi 500X or approved equal meeting the following specifications:

| <u>Mechanical Properties</u> | <u>Test Method</u> | <u>Unit</u>  | <u>Minimum Average Roll Value</u> |
|------------------------------|--------------------|--|-----------------------------------|
| Grab Tensile Strength        | ASTM D4632         | lbs (N)  | 200 (890)                         |
| Grab Tensile Elongation      | ASTM D4632         | %  | 15                                |
| Trapezoid Tear Strength      | ASTM D4533         | lbs (N)  | 75 (334)                          |
| CBR Puncture Strength        | ASTM D6241         | lbs(N)   | 700 (3115)                        |
|                              |                    |  | <u>Minimum Roll Value</u>         |
| Permittivity                 | ASTM D4491         | sec <sup>-1</sup>                                  | 0.05                              |
| Flow Rate                    | ASTM D4491         | gal/min/ft <sup>2</sup><br>(l/min/m <sup>2</sup> ) | 4 (163)                           |
|                              |                    |  | <u>Maximum Opening Size</u>       |
| Apparent Opening Size (AOS)  | ASTM D4751         | U.S. Sieve (mm)                                    | 40 (0.425)                        |
|                              |                    |  | <u>Minimum Test Value</u>         |
| UV Resistance (at 500 hours) | ASTM D4355         | % strength retained                                | 70                                |

## 2.3 ACCESSORIES

- A. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:
1. Red: Electric.
  2. Yellow: Gas, oil, steam, and dangerous materials.
  3. Orange: Telephone and other communications.
  4. Blue: Water systems.
  5. Green: Sewer systems.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth moving operations.



### 3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
  - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

### 3.3 EXPLOSIVES

- A. Explosives: Do not use explosives.

### 3.4 EXCAVATION, GENERAL

- A. The Community Air Monitoring Plan (CAMP), outlined in the Remedial Design Work Plan (RDWP) as provided in the Referenced Documents, shall be implemented for all intrusive / invasive work where there is a potential to disturb contaminated materials. The potential for disturbing contaminated materials is expected for all intrusive / invasive work at the Site. The Contractor shall implement means and methods, and corrective action measures, as necessary to provide a measure of protection from volatile organic compounds (VOCs), particulates (i.e., dust), and odors for the community, consistent with the CAMP. The Engineer shall provide full time observation and monitoring to determine the effectiveness of the implementation of the CAMP.
- B. Excavation: Excavate to subgrade elevations. Material to be excavated will be classified as earth.
  - 1. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, and other materials not classified as rock.

### 3.5 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to lines and dimensions indicated in details shown on the contract documents.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.
  - 1. Clearance: 12 inches each side of pipe or conduit.

- C. Trench Bottoms: Excavate trench bottoms to lines and dimensions indicated in details shown on the contract documents. Remove projecting stones and sharp objects along trench subgrade.
  - 1. If Owner's representative determines that unsatisfactory soil is present, continue excavation and replace with compacted Type 2 Crushed Stone – NYSDOT Item No. 304.12.
- D. Trenches in Tree- and Plant-Protection Zones:
  - 1. Hand-excavate to indicated lines; cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
  - 2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.

### 3.6 SUBGRADE INSPECTION

- A. Notify Owner's Representative when excavations have reached required subgrade.
- B. If Owner's Representative determines that unsatisfactory soil is present, continue excavation and replace with compacted structural fill or lean concrete material as directed.
- C. Authorized additional excavation and replacement material will be paid for according to applicable unit prices.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Owner's Representative, without additional compensation.

### 3.7 STORAGE OF SOIL MATERIALS

- A. Stockpile, borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 1. Stockpile soil materials as shown on the Contract Drawings.

### 3.8 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
  - 1. Construction below finish grade.

2. Surveying locations of underground utilities for Record Documents.
3. Testing and inspecting underground utilities.
4. Removing trash and debris.
5. Removing temporary shoring and bracing, and sheeting.
6. Installing permanent or temporary horizontal bracing on horizontally supported walls.

In addition, backfill must not be conducted until after (1) endpoint samples are collected, analyzed and acceptable analytical results, as determined by the Engineer, are obtained; (2) endpoint sampling locations are surveyed; (3) excavation limits are surveyed; (4) demarcation layer is placed, where determined necessary by the Engineer.

- B. Place backfill on subgrades free of mud, frost, snow, or ice.

### 3.9 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Trenches under Footings: Backfill trenches excavated under footings and within 18 inches of bottom of footings with concrete to elevation of bottom of footings. Concrete is specified in Division 3 Section "Cast-in-Place Concrete."
- D. Trenches under Roadways: Backfill trenches excavated under Roadways with materials specified in the pavement restoration details as shown on the contract drawings.
- E. Backfill voids with Suitable Material Backfill soil while removing shoring and bracing.
- F. Place and compact initial backfill of subbase material to a height of 12 inches over the pipe or conduit.
  1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- G. Place and compact final backfill of satisfactory soil to final subgrade elevation.
- H. Controlled Low-Strength Material: Place final backfill of controlled low-strength material to final subgrade elevation.
- I. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

### 3.10 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
  - 1. Under grass and planted areas, use suitable material.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

### 3.11 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
  - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
  - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

### 3.12 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of excavations.

### 3.13 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
  - 1. Provide a smooth transition between adjacent existing grades and new grades.
  - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
  - 1. Unpaved Areas: Plus or minus 1 inch.

### 3.14 FIELD QUALITY CONTROL

- A. Demarcation Layer – Install separation geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends a minimum of 12", or in accordance with the manufacturer's instructions

### 3.15 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
  - 1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

### 3.16 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Owner's Representative.
  - 1. Remove waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 310000

## SECTION 310101 - SITE RESTORATION

### PART 1 GENERAL

#### 1.1 SCOPE

- A. This specification applies to non-wetland areas. Refer to Specification 333333.33 for restoration within wetlands.

#### 1.2 QUALITY ASSURANCE

- A. Provide prepackaged seed readily available to the public with quality and purity equal to product of O.M. Scotts and Son, Marysville, OH 43041. On-the-job or made-to-order mixes will not be accepted.

#### 1.3 DELIVERY STORAGE AND HANDLING

- A. Deliver fertilizer in manufacturer's standard size bags or cartons showing weight, analysis, and the name of the manufacturer. Store as approved by Owner's Representative.
- B. Store all seed at the site in a cool dry place as approved by the Owner's Representative. Replace any seed damaged during storage.

#### 1.4 SCHEDULING

- A. Time For Seeding: Optimum period to sow permanent grass seed is generally between April 1st and May 15th or between August 15th and October 1<sup>st</sup>. Schedule application for when weather conditions permit or as Directed.
  - 1. Provide temporary seed and mulch when final grading is complete while waiting for optimal seeding period.
  - 2. Provide temporary seed and mulch for temporary cover on disturbed ground not to be worked on for more than 7 days.
  - 3. Provide temporary seed and mulch on disturbed earth prior to temporary shutdown of construction.

#### 1.5 SAFETY

A site-specific Health and Safety Plan (HASP) must be prepared and implemented for the project. The Contractor must provide a competent health and safety professional to fully assess the site and the work and prepare a site-specific HASP, which will be maintained on-site and adhered to for the duration of the work. The Contractor's on-site workers must each hold training certification under OSHA Hazwoper Health and Safety regulations from

29 CFR 1910.120, appropriate to the level of work the individual is performing or managing on site. The HASP must address regulations for confined space entry (29 CFR 1910.146), applicable portions of 29 CFR 1926, exposure to contaminated materials, safety around excavations and construction equipment, and any other health and safety precautions required to perform the work. The HASP shall identify personal protective equipment (PPE), decontamination procedures, and exclusion/transition/decontamination zones, as well as an ambient air monitoring plan for particulates within the workers breathing zone that includes action levels and mitigation procedures for excessive particulate levels. The Owner's Representative will review and comment on the HASP but will neither approve nor disapprove it. However, it must be provided to the Engineer and NYSDEC prior to mobilization.

## PART 2 PRODUCTS

### 2.1 TOPSOIL

#### A. Source:

1. Imported topsoil must be tested by the Contractor and approved by the Owner's Representative before being brought on site. Testing requirements and acceptance criteria are the same as specified for backfill per 028335.
2. Topsoil stripped from the Site shall not be reused.

#### B. Provide topsoil conforming to the following:

1. Original loam topsoil, well drained homogeneous texture and of uniform grade, without the admixture of subsoil material and entirely free of dense material, hardpan, sod, or any other objectionable foreign material.
2. Containing not less than 4 percent nor more than 20 percent organic matter in that portion of a sample passing a 1/4 inch sieve when determined by the wet combustion method on a sample dried at 105 degrees C.
3. Containing a pH value within the range of 4.5 to 7 on that portion of the sample that passes a 1/4 inch sieve.
4. Containing the following gradations:

| SIEVE DESIGNATION | PERCENT PASSING                 |
|-------------------|---------------------------------|
| 1 inch            | 100                             |
| 1/4 inch          | 97 - 100                        |
| No. 200           | 20 - 65 (of the 1/4 inch sieve) |

## 2.2 FERTILIZER

- A. Fertilizer: Mixed commercial fertilizers shall contain total nitrogen, available phosphoric acid and soluble potash in the ratio of 10-6-4 (50% N/UF). 50% of total nitrogen shall be derived from ureaform furnishing a minimum of 3.5% water insoluble nitrogen (3.5% WIN). The balance of the nitrogen shall be present as methylene urea, water-soluble urea, nitrate and ammoniacal compounds.
- B. Other fertilizers meeting DOT Specification Section 713-03 Fertilizer can be used.
- C. If the project is within an enhanced phosphorus removal watershed, the phosphate content must not exceed 0.67%.

## 2.3 SEED

- A. Furnish fresh, clean, new-crop seed mixed in the proportions specified for species and variety, and conforming to Federal and State Standards.
- B. Acceptable material in a seed mixture other than pure live seed consists of nonviable seed, chaff, hulls, live seed of crop plants and inert matter. The percentage of weed seed shall not exceed 0.1 percent by weight.
- C. All seed will be rejected if the label indicates any noxious weed seeds.
- D. Provide seed mixture equal to NYS DEC Permanent Construction Area Planting Mixture #2, comprised of the following:

| SEED MIXTURE        |   |                                      |  |
|---------------------|---|--------------------------------------|--|
| <u>Seed Mixture</u> | <u>Variety*</u>                                   | <u>Rate in lbs. /<br/>acre (PLS)</u> | <u>Rate in lbs. / 1,000<br/>ft<sup>2</sup></u> |
| Switchgrass         | Shelter, Pathfinder,<br>Trailblazer, or Blackwell | 20                                   | .50  |

\*Variety may be altered depending on availability of seed from manufacturer.

## 2.4 MULCH

- A. Dry Application, Straw: Stalks of oats, wheat, rye or other approved crops that are free of noxious weed seeds. Weight shall be based on a 15 percent moisture content. Hay shall not be used.



## PART 3 EXECUTION

### 3.1 GRADING

- A. Rough Grading: Trim and grade lawn areas within the Contract Limit to a level of 4 inches below the finish grades indicated unless otherwise specified herein or where greater depths are indicated. Provide smooth uniform transition to adjacent areas.
- B. Finish Grading: Finish surfaces free from irregular surface changes, and as follows:
  - 1. Grassed Areas: Finish areas to receive topsoil to within 1 inch above or below the required subgrade surface elevations.

### 3.2 SPREADING TOPSOIL

- A. Perform topsoil spreading operations only during dry weather.
- B. To insure a proper bond with the topsoil, harrow or otherwise loosen the subgrade to a depth of 3 inches before spreading topsoil.
- C. Spread topsoil directly upon prepared subgrade to a minimum depth measuring 4 inches after natural settlement in areas to be seeded. Smooth out unsightly variations, bumps, ridges, and depressions that will hold water. Remove stones, litter, or other objectionable material. Finished surfaces shall conform to the contour lines and elevations indicated on the drawings or fixed by the Owner's Representative.

### 3.3 PREPARATION FOR SEEDING

- A. Seed Bed: Scarify soil to a depth of 2 inches in compacted areas. Smooth out unsightly variations, bumps, ridges, and depressions that will hold water. Remove stones, litter, or other objectionable material.

### 3.4 FERTILIZING

- A. Apply fertilizer evenly at the rate of 40 pounds per 1000 sq ft.

### 3.5 SEEDING

- A. Assume all risks when seed is sowed before approval of seed analysis.
- B. Do not seed when the wind velocity exceeds 5 miles per hour.
- C. Application Rate: 8 pounds per 1000 sq ft.

- D. Dry Application: Sow seed evenly by hand or seed spreader on dry or moderately dry soil.

### 3.6 MULCHING

- A. Dry Application: Within 3 days after seeding, cover the seeded areas with a uniform blanket of straw mulch at the rate of 50 pounds per 1000 sq ft of seeded area.

### 3.7 LAWN ESTABLISHMENT

- A. Maintain the grass at heights between 3 inches and 3-1/2 inches on a weekly basis until the Final Acceptance of the Work.
- B. Water and protect all seeded areas until final acceptance of the lawn.

### 3.8 FINAL ACCEPTANCE

- A. Final acceptance of seeded areas will be granted when a uniform stand of acceptable grass is obtained, with a minimum of 95 percent coverage. Portions of the seeded areas may be accepted at various times at the discretion of the Owner's Representative.
- B. Unacceptable seeded areas, dry application: Reseed as specified and fertilized at one-half the specified rate.
- D. Once accepted, the Owner will assume all maintenance responsibilities.

### 3.9 AIR MONITORING

The Community Air Monitoring Plan (CAMP), outlined in the Remedial Design Work Plan (RDWP) as provided in the Referenced Documents, shall be implemented for all intrusive / invasive work where there is a potential to disturb contaminated materials. The potential for disturbing contaminated materials is expected for all intrusive / invasive work at the Site. The Contractor shall implement means and methods, and corrective action measures, as necessary to provide a measure of protection from volatile organic compounds (VOCs), particulates (i.e., dust), and odors for the community, consistent with the CAMP. The Engineer shall provide full time observation and monitoring to determine the effectiveness of the implementation of the CAMP.

END OF SECTION

## SECTION 311000 - SITE CLEARING

### PART 1 GENERAL

#### 1.1 REGULATORY REQUIREMENTS

- A. Open Fires: Comply with the rules and regulations of the Department of Environmental Conservation Title 6, Chapter III Air Resources, Part 215. A permit is required before any burning is allowed.
- B. A site-specific Health and Safety Plan (HASP) must be prepared and implemented for the project. The Contractor must provide a competent health and safety professional to fully assess the site and the work and prepare a site-specific HASP, which will be maintained on-site and adhered to for the duration of the work. The Contractor's on-site workers must each hold training certification under OSHA Hazwoper Health and Safety regulations from 29 CFR 1910.120, appropriate to the level of work the individual is performing or managing on site. The HASP must address regulations for confined space entry (29 CFR 1910.146), applicable portions of 29 CFR 1926, exposure to contaminated materials, safety around excavations and construction equipment, and any other health and safety precautions required to perform the work. The HASP shall identify personal protective equipment (PPE), decontamination procedures, and exclusion/transition/decontamination zones, as well as an ambient air monitoring plan for particulates within the workers breathing zone that includes action levels and mitigation procedures for excessive particulate levels. The Owner's Representative will review and comment on the HASP but will neither approve nor disapprove it. However, it must be provided to the Engineer and NYSDEC prior to mobilization.

### PART 2 PRODUCTS

#### 2.1 MATERIALS

- A. Tree Pruning Compound: Waterproof, antiseptic, elastic and free of kerosene, coal tar, creosote, and other substances harmful to plants.

## PART 3 EXECUTION

### 3.1 PREPARATION

#### A. Protection

1. Prevent damage to buildings, pavement, pipes, conduits, poles and other structures above and below ground that are adjoining or included in the contract area. Repair damage resulting from the contractor's negligence.
2. Protect existing trees and shrubs not to be removed. Cut back to point of branching all broken branches and skinned areas. Treat exposed wood with tree pruning compound.
3. Store materials and equipment in cleared areas away from tree roots. Prevent employees and equipment from trampling over woodland, existing planting, and established lawns.

### 3.2 REMOVALS

- A. Remove all living or dead tree and shrub growth as required to perform the work, as approved by the Owner's Representative.
- B. Stumps and roots removed from within remedial areas shall be treated as contaminated and disposed of offsite.
- C. Top and limb all trees before felling, unless otherwise approved by the Owner's Representative.
- D. Cut all stumps 6 inches above ground.
- E. Chip out stumps to a depth of not less than 6 inches below finished grade.

### 3.3 PRUNING

- A. Prune trees where indicated of undesirable wood with the resulting crown shaped to the natural habit of the tree. Remove all diseased and dead branches, and branches interfering with healthy growth. Scar trace bark wounds as directed. All cuts shall be cleanly made with sharp tools, flush with the parent trunk or limb. Paint cuts over 3 inches in diameter with tree pruning compound.

### 3.4 CLEAN UP

- A. Dispose of all diseased Elmwood within 4 days after cutting by burning or by other methods approved by the Department of Environmental Conservation.
- C. Tree trunks, branches, logs, trimmings, and debris may be disposed of offsite in accordance with applicable regulations or these materials may be chipped / mulched and scattered onsite as directed by the Owner's Representative.

### 3.5 AIR MONITORING

The Community Air Monitoring Plan (CAMP), outlined in the Remedial Design Work Plan (RDWP) as provided in the Referenced Documents, shall be implemented for all intrusive / invasive work where there is a potential to disturb contaminated materials. The potential for disturbing contaminated materials is expected for all intrusive / invasive work at the Site. The Contractor shall implement means and methods, and corrective action measures, as necessary to provide a measure of protection from volatile organic compounds (VOCs), particulates (i.e., dust), and odors for the community, consistent with the CAMP. The Engineer shall provide full time observation and monitoring to determine the effectiveness of the implementation of the CAMP.

END OF SECTION

## SECTION 312319 – DEWATERING

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Dewatering is anticipated to be required during remedial excavations. Groundwater is expected to be present from five to ten feet below grade.
- B. Wash waters from the truck / equipment decontamination pad also require handling and management.
- C. Site groundwater is impacted by metals, semi-volatile organic compounds (SVOCs), and oil and grease. Visible sheens are likely to be encountered in remedial excavations. The following table lists contaminants that are known to exceed NYSDEC TOGs 1.1.1 Effluent Limitations.

| Contaminant  | Concentration Range (ug/L) | TOGS Limit (ug/L) | Note                            |
|--------------|----------------------------|-------------------|---------------------------------|
| Iron         | 130 to 35,000              | 600               | Exceedances at MW-1, 2, 4, 6, 7 |
| Magnesium    | 7,000 to 52,300            | 35,000            | Exceedances at MW-1, 7          |
| Manganese    | 73 to 11,400               | 600               | Exceedances at MW-1, 2, 4, 6, 7 |
| Oil & Grease | Non-detect to 35,500       | 15,000            | Exceedance at MW-9              |

- D. A publicly-owned sewer system is not present on the Site or adjacent roadway. Onondaga County Department of Water Environment Protection (OCDWEP) operates the “Metro” wastewater treatment plant on Hiawatha Boulevard in the City of Syracuse.
- E. C&S has coordinated with OCDWEP to understand the likely permitting conditions for the discharge of excavation water and truck / equipment decontamination waters at their treatment facility.
  - 1. Contractor will pay the \$200 permit fee.
  - 2. Contractor will pay the unit charge rate, which was \$448.81 per every 125,000 gallons at the time of the preparation of this specification.
  - 3. A groundwater collection and treatment system for offsite disposal at Metro must meet the performance requirements in Section 1.2 below, as well as all OCDWEP permit requirements.
- F. Onsite discharge (following treatment) is an option if the contractor can meet the performance requirements of Section 1.3 below. The contractor must specify in the bid which option (i.e. onsite or offsite discharge) will be pursued.
- G. Related Sections:
  - 1. Section 026500 “Underground Storage Tank Removal.”
  - 2. Section 310000 "Earthwork" for excavating, backfilling, site grading, and for site

utilities.

## 1.2 OFF-SITE DISPOSAL PERFORMANCE REQUIREMENTS

- A. Dewatering Performance: Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of groundwater and permit excavation and construction to proceed on dry, stable subgrades. Decontamination pad accumulations may be mingled with groundwater, as long as no soaps or detergents are used.
1. Design dewatering system to meet OCDWEP discharge limitations (see table below). Water treatment shall occur onsite, unless other arrangements are made with OCDWEP or the Owner to perform treatment activities at an offsite location on a property under their ownership and control.
  2. At a minimum, discharges must be pretreated by bag filtration to limit solids into the sanitary sewer system and activated carbon to control sheens.
  3. Prior to the initial discharge, the Contractor must allow an inspection of the system by the Engineer and OCDWEP representative.
  4. The volume of groundwater discharged must be monitored by a flow meter capable of measuring instantaneous flow rate and total volume. The discharge rate to the sewer may not exceed 400 gallons per minute. Discharge from the project may be limited or terminated by OCDWEP, due to sewer system problems or flow limitations.
  5. The Contractor shall collect a grab sample of the treated effluent for each frac tank, unless another frequency is subsequently specified by OCDWEP. Samples must be tested for the following:

| Contaminant           | Discharge Limit |
|-----------------------|-----------------|
| Cadmium               | 3 ppm           |
| Chromium              | 12 ppm          |
| Copper                | 7.5 ppm         |
| Nickel                | 7.5 ppm         |
| Zinc                  | 7.5 ppm         |
| Mercury               | 0.006 ppm       |
| Lead                  | 1.5 ppm         |
| Oil & Grease          | 150 ppm         |
| pH                    | 5.5 to 10.5 SU  |
| Total Toxic Organics* | 0.5 ppm         |
| PCBs                  | 1 ppb           |

\* Sum of detectable concentrations of compounds by EPA Method 624

- a. Rush turnaround must be requested for the samples (2 days or less).

- b. Testing must be performed by a NYS Department of Health Environmental Laboratory Approval Program (NYSDOH ELAP) lab.
  - c. Discharges must be stopped and the Engineer must be notified immediately if a discharge limit is exceeded. The Contractor must then identify the issue and make all necessary upgrades or perform maintenance to the treatment system.
  - d. Total flow and number of pump hours must be recorded on a daily basis and reported in writing (email is acceptable) to the Engineer on a weekly basis. A dedicated log must be utilized to track water from the decontamination pad separately.
  - e. The Contractor must provide the Engineer copies of all laboratory reports and chains of custody.
- 6. The discharge is subject to the terms and conditions of the permit and the Onondaga County Rules and Regulations Relating to the Use of the Public Sewer System.
  - 7. Continuously monitor and maintain dewatering operations to ensure erosion control, stability of excavations and constructed slopes, that excavation does not flood, and that damage to subgrades and permanent structures is prevented.
  - 8. Prevent surface water from entering excavations by grading, dikes, or other means.
  - 9. Accomplish dewatering without damaging existing buildings, structures, and site improvements adjacent to excavation.
  - 10. If decontamination pad accumulations cannot be mingled with groundwater, they must be disposed of offsite. Comply with applicable local, state, and federal regulations for testing and disposal.
  - 11. Remove dewatering system when no longer required for construction.

### 1.3 ONSITE DISCHARGE PERFORMANCE REQUIREMENTS

- A. Dewatering Performance: Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of groundwater and permit excavation and construction to proceed on dry, stable subgrades. Decontamination pad accumulations may be mingled with groundwater, as long as no soaps or detergents are used.
  - 1. Design dewatering system to meet NYSDEC discharge limitations (see bullet 7 below).
  - 2. At a minimum, discharges must be pretreated by bag filtration to limit solids and activated carbon to control sheens.



3. Prior to the initial discharge the Contractor must allow an inspection of the system by the Engineer and NYSDEC representative.
4. The volume of groundwater discharged must be monitored by a flow meter capable of measuring instantaneous flow rate and total volume. The discharge rate may not overwhelm or flood the onsite swales or wetlands. Discharge from the project may be limited or terminated based on onsite hydraulic conditions.
5. The Contractor shall collect a sample to represent every 7,000 gallons of groundwater (e.g. 3 samples per 21,000 gallon frac tank). The samples must be collected at the end of the treatment chain, prior to being pumped into a holding tank. If any sample fails to meet the discharge criteria, it shall be assumed that the entire storage volume does not meet the discharge criteria. In such cases, the water will require re-treatment and re-sampling, demonstrating compliance before discharge will be allowed.
6. Discharges will be permitted on a per batch basis. Documentation that the batch meets NYSDEC limitations must be provided for approval.
7. Samples must be tested for the contaminants in the following table. Limits for common contaminants are provided in the table. Refer to the attached *NYSDEC Effluent Limitations and Monitoring Requirements* for the remainder of the limits.

| <b>Contaminant</b>    | <b>Effluent Discharge Limit</b> |
|-----------------------|---------------------------------|
| TAL Metals            | Varies – Refer to attached      |
| Oil & Grease          | 15                              |
| TSS                   | 10                              |
| TDS                   | 200                             |
| pH                    | 6.5 to 8.5                      |
| TCL SVOCs             | Varies – Refer to attached      |
| TCL VOCs              | Varies – Refer to attached      |
| Flow (total and rate) | NA                              |

- a. Rush turnaround must be requested for the samples (2 days or less).
  - b. Testing must be performed by a NYS Department of Health Environmental Laboratory Approval Program (NYSDOH ELAP) lab.
  - c. The Engineer must be notified immediately if a discharge limit is exceeded. The Contractor must then identify the issue and make all necessary upgrades or perform maintenance to the treatment system.
  - d. Total flow and number of pump hours must be recorded on a daily basis and reported in writing (email is acceptable) to the Engineer on a weekly basis. A dedicated log must be utilized to track water from the decontamination pad separately.
  - e. The Contractor must provide the Engineer copies of all laboratory reports and chains of custody.
8. Continuously monitor and maintain dewatering operations to ensure erosion

8. Continuously monitor and maintain dewatering operations to ensure erosion control, stability of excavations and constructed slopes, that excavation does not flood, and that damage to subgrades and permanent structures is prevented.
9. Prevent surface water from entering excavations by grading, dikes, or other means.
10. Accomplish dewatering without damaging existing buildings, structures, and site improvements adjacent to excavation.
11. If decontamination pad accumulations cannot be mingled with groundwater, they must be disposed of offsite. Comply with applicable local, state, and federal regulations for testing and disposal.
12. Remove dewatering system when no longer required for construction.

#### 1.4 SUBMITTALS

- A. Shop Drawings and Wastewater Management Plan: For dewatering system, show arrangement, locations, and details of wells and well points; locations of risers, headers, filters, pumps, power units, and discharge lines; and means of treatment, discharge, control of sediment, and disposal of water.
  1. Wastewater Management Plan: Prepare a written Plan addressing wastewater treatment / disposal options. Include required testing and treatment.
  2. Include layouts of piezometers and flow-measuring devices for monitoring performance of dewatering system.
  3. Include a written plan for dewatering operations including control procedures to be adopted if dewatering problems arise.
- B. Field quality-control reports.
  1. Provide concise data summaries and complete lab reports for all samples.
  2. Prepare and provide logs listing daily discharge volumes and any pertinent notes.
- C. Other Informational Submittals:
  1. Photographs: Show existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by dewatering operations.

#### 1.5 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with treatment, hauling, disposal, and permitting / reporting regulations of authorities having jurisdiction.

- B. Preinstallation Conference: Conduct conference at location designated by Owner's Representative.
  - 1. Review methods and procedures related to dewatering including, but not limited to, the following:
    - a. Inspection and discussion of condition of site to be dewatered including coordination with temporary erosion control measures and temporary controls and protections.
    - b. Geotechnical borings.
    - c. Proposed site clearing and excavations.
    - d. Existing utilities and subsurface conditions.
    - e. Coordination for interruption, shutoff, capping, and continuation of utility services.
    - f. Construction schedule. Verify availability of Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
    - g. Testing and monitoring of dewatering system.

#### 1.6 PROJECT CONDITIONS

- A. Interruption of Existing Utilities: Do not interrupt any utility serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility according to requirements indicated:
  - 1. Notify Owner's Representative no fewer than two days in advance of proposed interruption of utility.
  - 2. Do not proceed with interruption of utility without Owner's Representative's written permission.
- B. Project-Site Information: The results of geotechnical borings has been prepared for this Project and is available for information only. Owner, Engineer and/or Owner's Representative will not be responsible for interpretations or conclusions drawn from this data.
  - 1. Make additional test borings and conduct other exploratory operations necessary for dewatering.
  - 2. The results of the geotechnical borings are included in the Appendices of these Contract Documents.
- C. Survey Work: Engage a qualified land surveyor or professional engineer to survey adjacent existing buildings, structures, and site improvements, establishing exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.
  - 1. During dewatering, regularly resurvey benchmarks, maintaining an accurate log of surveyed elevations for comparison with original elevations. Promptly notify Owner's Representative if changes in elevations occur or if cracks, sags, or other

damage is evident in adjacent construction.

## PART 2 - PRODUCTS

Not Used

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. A site-specific Health and Safety Plan (HASP) must be prepared and implemented for the project. The Contractor must provide a competent health and safety professional to fully assess the site and the work and prepare a site-specific HASP, which will be maintained on-site and adhered to for the duration of the work. The Contractor's on-site workers must each hold training certification under OSHA Hazwoper Health and Safety regulations from 29 CFR 1910.120, appropriate to the level of work the individual is performing or managing on site. The HASP must address regulations for confined space entry (29 CFR 1910.146), applicable portions of 29 CFR 1926, exposure to contaminated materials, safety around excavations and construction equipment, and any other health and safety precautions required to perform the work. The HASP shall identify personal protective equipment (PPE), decontamination procedures, and exclusion/transition/decontamination zones, as well as an ambient air monitoring plan for particulates within the workers breathing zone that includes action levels and mitigation procedures for excessive particulate levels. The Owner's Representative will review and comment on the HASP but will neither approve nor disapprove it. However, it must be provided to the Engineer and NYSDEC prior to mobilization.
- B. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by dewatering operations.
  - 1. Prevent surface water and subsurface or groundwater from entering excavations, from ponding on prepared subgrades, and from flooding site and surrounding area.
  - 2. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.
- C. Install dewatering system to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.

Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

- D. Provide temporary grading to facilitate dewatering and control of surface water.
- E. Monitor dewatering systems continuously.
- F. Promptly repair damages to adjacent facilities caused by dewatering.
- G. Protect and maintain temporary erosion and sedimentation controls, which are specified in Division 31 specifications during dewatering operations.

### 3.2 INSTALLATION AND OPERATION

- A. Install dewatering system utilizing wells, well points, or similar methods complete with pump equipment, standby power and pumps, filter material gradation, valves, appurtenances, water disposal, and surface-water controls.
  - 1. Space well points or wells at intervals required to provide sufficient dewatering.
  - 2. Use filters or other means to prevent pumping of fine sands or silts from the subsurface.
- B. Before excavating below ground-water level, place system into operation to lower water to specified levels. Operate system continuously until fill materials have been placed or until dewatering is no longer required.
- C. Provide an adequate system to lower and control ground water to permit excavation and placement of fill materials on dry subgrades. Install sufficient dewatering equipment to drain water-bearing strata above and below bottom of foundations, drains, sewers, and other excavations.
  - 1. Do not permit open-sump pumping that leads to loss of fines, soil piping, subgrade softening, and slope instability.
- D. Reduce hydrostatic head in water-bearing strata below subgrade elevations of foundations, drains, sewers, and other excavations.
  - 1. Maintain piezometric water level a minimum of 24 inches below surface of excavation.
- E. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water and sediment in a manner that avoids inconvenience to others. Provide sumps, sedimentation tanks, and other flow-control devices as required by Division 31 specifications. Disposals must be consistent with the Wastewater Management Plan described in the Submittals Section.

- F. Discharge treated water at a location(s) approved by the Owner's Representative. Do not release treated groundwater without the approval of the Owner's Representative.
- G. The need to dewater shall be a mutual decision between the Contractor and Owner's Representative. Dewater only when necessary to accomplish the required work.
- H. Provide standby equipment on site, installed and available for immediate operation, to maintain dewatering on continuous basis if any part of system becomes inadequate or fails. If dewatering requirements are not satisfied due to inadequacy or failure of dewatering system, restore damaged structures and foundation soils at no additional expense to Owner.
  - 1. Remove dewatering system from Project site on completion of dewatering. Plug or fill well holes with sand or cut off and cap wells a minimum of 36 inches below overlying construction.
- I. Damages: Promptly repair damages to adjacent facilities caused by dewatering operations.

END OF SECTION 312319

## SECTION 312323.33 – FLOWABLE FILL

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes flowable fill otherwise known as controlled low-strength material (CLSM) to be used for:
  - 1. Structural Fill: For backfill under structures, pavements, concrete pads, etc.; and for filling of void area (i.e. pipes, tanks.)
  - 2. Backfilling trenches and pits for buried utilities.

#### 1.2 DEFINITIONS

- A. Backfill: Flowable fill used to fill an excavation.
  - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
  - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
- C. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- D. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below aggregate base, structural fill, drainage fill, or topsoil materials.
- E. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

#### 1.3 SUBMITTALS, GENERAL

- A. General: Submit all action submittals and informational submittals required by this Section concurrently.

#### 1.4 ACTION SUBMITTALS

- A. Certificates: Submit written certifications for cement and fly ash complying with requirements of ASTM standards specified in Part 2 – Products.

- B. Design Mixtures: For each flowable fill mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

## 1.5 INFORMATIONAL SUBMITTALS

- A. Material Test Reports: For the following, from a qualified testing agency, indicating compliance with requirements:
  - 1. Aggregates.
  - 2. Test Reports: Submit test reports for strength test, consistency and unit weight tests, and aggregate gradation specified in Part 2 – Products.
    - a. Strength Test: Include minimum of 10 compressive strength test results.
- B. A site-specific Health and Safety Plan (HASP) must be prepared and implemented for the project. The Contractor must provide a competent health and safety professional to fully assess the site and the work and prepare a site-specific HASP, which will be maintained on-site and adhered to for the duration of the work. The Contractor's on-site workers must each hold training certification under OSHA Hazwoper Health and Safety regulations from 29 CFR 1910.120, appropriate to the level of work the individual is performing or managing on site. The HASP must address regulations for confined space entry (29 CFR 1910.146), applicable portions of 29 CFR 1926, exposure to contaminated materials, safety around excavations and construction equipment, and any other health and safety precautions required to perform the work. The HASP shall identify personal protective equipment (PPE), decontamination procedures, and exclusion/transition/decontamination zones, as well as an ambient air monitoring plan for particulates within the workers breathing zone that includes action levels and mitigation procedures for excessive particulate levels. The Owner's Representative will review and comment on the HASP but will neither approve nor disapprove it. However, it must be provided to the Engineer and NYSDEC prior to mobilization.

## 1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
- B. Testing Agency Qualifications: An independent agency, qualified according to ASTM C 1077 and ASTM E 329 to perform material evaluation tests and to design flowable fill mixtures.
  - 1. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician – Grade I. Testing Agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician – Grade II.



- C. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.
- D. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
  - 1. ACI 229R, "Controlled Low-Strength Material," Sections 1 through 7 and Section 8, "Low-density CLSM using preformed foam."

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Provide flowable fill containing, at a minimum, cementitious materials and water. Cementitious materials shall be portland cement, pozzolanic materials, or other self-cementing materials, or combinations thereof, at the contractor's option and following approval by the Resident Engineer. The flowable fill mix design may also contain, fine aggregate or filler, and/or chemical admixtures in any proportions such that the final product meets the strength, flow consistency and shrinkage requirements included in this specification, as approved by the Resident Engineer.
- B. Portland Cement: ASTM C150, Type 1 or Type 2. Meeting NY State DOT standards.
- C. Mixing Water: Fresh, clean, and potable. Meeting NY State DOT standards for use as mix-water for cast-in-place concrete.
- D. Air-Entraining Admixture: ASTM C260.
- E. Chemical Admixtures: ASTM C494.
- F. Aggregate: ASTM C33.

### 2.2 FLOWABLE FILL MIXTURE:

- A. Mix design shall produce a consistency that will result in a flowable product at the time of placement which does not require manual means to move it into place.
- B. Flowable fill shall have a minimum strength of 2.1 MPa (300 psi) according to ASTM C39 at 28 days after placement.
- C. Flowable fill shall have minimal subsidence and bleed water shrinkage. Evaporation of bleed water shall not result in shrinkage of more than 10.4 mm per m (1/8 inch per foot) of flowable fill depth (for mixes containing high fly ash content). Measurement of a Final Bleeding shall be as measured in Section 10 of ASTM C 940 "Standard Test Method for Expansion and Bleeding of Freshly Mixed Grouts for Preplaced-Aggregate Concrete in the Laboratory.

- D. Flowable fill shall have a unit weight of 1500 - 1900 kg/m<sup>3</sup> (90 - 115 lbs/feet<sup>3</sup>) 1900 – 2300 kg/m<sup>3</sup> (115 – 145 lbs/feet<sup>3</sup>) 320 – 1300 kg/m<sup>3</sup> (20 – 80 lbs/feet<sup>3</sup>) measured at the point of placement after a 60 minute ready-mix truck ride. In the absence of strength data the cementitious content shall be a maximum of 90 kg/m<sup>3</sup> (150 lbs/cy).
- E. Flowable fill shall have an in-place yield of at least 98% of design yield for permanent type a maximum of 110% of design yield for removable types at 1 year.
- F. Provide equipment as recommended by the Manufacturer and comply with manufacturer's recommendations for the addition of additives, whether at the production plant or prior to placement at the site.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

Examine conditions of substrates and other conditions under which work is to be performed and notify Resident Engineer, in writing, of circumstances detrimental to the proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

#### 3.2 PROTECTION AND CURING

Protect exposed surfaces of flowable fill from premature drying, wash by rain or running water, wind, mechanical injury, and excessively hot or cold temperature. Curing method shall be subject to approval by Resident Engineer.

#### 3.3 PIPE CLEANING

- A. Refer to Specification 024119.3.3.

END OF SECTION 312323.33

## SECTION 312710 – WATER POLLUTION AND EROSION CONTROL

## PART 1 - GENERAL

## 1.1 WORK INCLUDED

- A. Installation of Erosion Control Facilities
- B. Inspection of Erosion Control Facilities
- C. Maintenance of Erosion Control Facilities
- D. Repairs to Erosion Control Facilities
- E. Removal and disposal of temporary erosion control facilities, where directed by the Owner's Representative

## 1.2 REFERENCES

- A. *New York Standards and Specifications for Erosion and Sediment Controls*, 2005 Version.

## 1.3 REFERENCED REQUIREMENTS

- A. State - New York State Department of Environmental Conservation (NYSDEC)
- B. Federal - United States Army Corps of Engineers (USCOE)

## 1.5 ENVIRONMENTAL REQUIREMENTS / PROTECTION OF EXISTING FACILITIES

- A. Existing storm sewers
- B. Existing drainage ways

## 1.6 SAFETY

A site-specific Health and Safety Plan (HASP) must be prepared and implemented for the project. The Contractor must provide a competent health and safety professional to fully assess the site and the work and prepare a site-specific HASP, which will be maintained on-site and adhered to for the duration of the work. The Contractor's on-site workers must each hold training certification under OSHA Hazwoper Health and Safety regulations from 29 CFR 1910.120, appropriate to the level of work the individual is performing or managing on site. The HASP must address regulations for confined space entry (29 CFR 1910.146), applicable portions of 29 CFR 1926, exposure to contaminated materials, safety around excavations and construction equipment, and any other health

and safety precautions required to perform the work. The HASP shall identify personal protective equipment (PPE), decontamination procedures, and exclusion/transition/decontamination zones, as well as an ambient air monitoring plan for particulates within the workers breathing zone that includes action levels and mitigation procedures for excessive particulate levels. The Owner's Representative will review and comment on the HASP but will neither approve nor disapprove it. However, it must be provided to the Engineer and NYSDEC prior to mobilization.

## PART 2 - PRACTICES

- A. Refer to New York Standards and Specifications for Erosion and Sediment Controls, 2005 Version.

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. The Contractor is responsible for controlling sediment from leaving the project site.
- B. The Contractor is responsible for controlling dust, volatile organic compounds (VOCs), and odors. The Community Air Monitoring Plan (CAMP), outlined in the Remedial Design Work Plan (RDWP) as provided in the Referenced Documents, shall be implemented for all intrusive / invasive work where there is a potential to disturb contaminated materials. The potential for disturbing contaminated materials is expected for all intrusive / invasive work at the Site. The Contractor shall implement means and methods, and corrective action measures, as necessary to provide a measure of protection from volatile organic compounds (VOCs), particulates (i.e., dust), and odors for the community, consistent with the CAMP. The Engineer shall provide full time observation and monitoring to determine the effectiveness of the implementation of the CAMP.
- C. Pollutants such as fuels, lubricants, bitumens, raw sewage, chlorine, and other harmful materials shall be handled and disposed of by approved methods and shall not be discharged into rivers, streams, impoundments, wetlands, or into natural or man-made channels leading thereto. Washwater or waste from concrete mixing or curing operations shall not be allowed to enter live streams, etc.
- D. In the event of a conflict between these specification requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.
- E. In case of repeated failures on the part of the Contractor to control pollution/erosion, the right shall be reserved by the Owner's Representative to employ outside assistance to provide the necessary corrective measures. Such incurred costs, plus related engineering costs, shall be charged to the Contractor and appropriate deductions made to the Contractor's progress payments.

### 3.2 INSTALLATION OF EROSION CONTROL FACILITIES

- A. The installation of all erosion control facilities shall be in accordance with the *New York Standards and Specifications for Erosion and Sediment Controls* unless an alternative construction specification and installation detail has been provided or otherwise directed by the Owner's Representative.
- B. The location and method of construction of all erosion control facilities shall be the responsibility of the Contractor unless an erosion control plan and specifications are provided.
- C. All erosion control facilities shall be installed prior to beginning any work unless a construction sequence has been provided. The erosion control facilities will be installed in accordance with the construction sequence unless otherwise directed by the Owner's Representative.

### 3.3 INSPECTION OF EROSION CONTROL FACILITIES

- A. An inspection of all erosion control facilities shall be made by the Contractor at least once every seven calendar days and/or within 24 hours of the end of rain event where the total rainfall is 0.5 inches or greater whichever comes first or as otherwise specified.

### 3.4 MAINTENANCE OF EROSION CONTROL FACILITIES

- A. Maintenance of all erosion control facilities will be the Contractor's responsibility throughout the project unless otherwise directed by the Owner's Representative.
- B. Maintenance of all erosion control facilities must be provided after every inspection or as required.
- C. Remove and dispose of temporary erosion control facilities as directed by Owner's Representative. Remove excess silt and/or debris as directed by the Owner's Representative.

### 3.5 REPAIRS TO EROSION CONTROL FACILITIES

- A. All repairs to the erosion control facilities due to lack of maintenance will be made by the Contractor at no cost to the Owner.
- B. All repairs will be made immediately upon notification by the Owner's Representative or when the Contractor finds an erosion control facility not properly functioning.

END OF SECTION 312710

## SECTION 333333.33 – WETLAND SPECIFICATIONS

**SECTION 713 - LANDSCAPE DEVELOPMENT MATERIALS****713-01 TOPSOIL**

**SCOPE.** This specification covers the material requirements for topsoil for use in turf establishment, wildflower seeding, sodding, and planting. Imported soil must comply with 028335 with respect to testing prior to import. On-site or off-site soils that are contaminated cannot be used and on-site contaminated soil cannot be reused onsite.

**MATERIAL REQUIREMENTS.** Topsoil may be naturally occurring or may be manufactured. If naturally occurring topsoil exists on the site it shall be the surface layer of soil at a depth specified in the contract documents or approved by the engineer.

For manufactured topsoil the contractor shall thoroughly mix the organic portion with the granular portion under dry conditions.

Topsoil shall be free from refuse, material toxic or otherwise deleterious to plant growth, subsoil, sod clumps, seeds or other viable propagules of invasive plants, woody vegetation and stumps, roots, brush, refuse, stones, clay lumps, or similar objects. Construction and demolition debris as classified under 6 NYCRR Part 360, other than uncontaminated land clearing debris, shall not be used to manufacture or amend topsoil. Sod and herbaceous growth such as grass and non-invasive weeds need not be removed but shall be thoroughly broken up and mixed with the soil during handling or manufacturing operations.

**A. Manufactured or Offsite Materials.**

## 1. Topsoil – Roadside

- The pH of the material shall be between 5.5 and 7.6.
- The organic content shall be not less than 3% or more than 8%

| <b>Gradation:</b> |                           |
|-------------------|---------------------------|
| Sieve Size        | Percent Passing by Weight |
| 2 inch            | 100                       |
| 1 inch            | 85 to 100                 |
| 1/4 inch          | 65 to 100                 |
| No. 200           | 20 to 65                  |
| 2 Micron          | 0 to 20                   |

## 2. Topsoil - Lawn

- The pH of the material shall be between 5.5 and 7.6.
- The organic content shall be not less than 6% or more than 12%

| <b>Gradation:</b> |                           |
|-------------------|---------------------------|
| Sieve Size        | Percent Passing by Weight |
| 1 inch            | 100                       |
| No. 10            | 90 to 100                 |
| No. 40            | 45 to 80                  |

|          |          |
|----------|----------|
| No. 200  | 25 to 70 |
| 2 Micron | 5 to 35  |

### 3. Topsoil - Special Planting Mix

- The pH of the material shall be between 5.5 and 7.0.
- The organic content shall be not less than 10% or more than 15%,

| <b>Gradation:</b> |                           |
|-------------------|---------------------------|
| Sieve Size        | Percent Passing by Weight |
| 2 inch            | 100                       |
| 1 inch            | 85 to 100                 |
| 1/4 inch          | 65 to 100                 |
| No. 200           | 20 to 40                  |
| 2 Micron          | 5 to 35                   |

### 4. Topsoil - Acidic

- The pH of the material shall be between 4.8 and 6.0.
- The organic content shall be not less than 6% or more than 15%.

| <b>Gradation:</b> |                           |
|-------------------|---------------------------|
| Sieve Size        | Percent Passing by Weight |
| 1 inch            | 100                       |
| No. 10            | 90 to 100                 |
| No. 40            | 25 to 70                  |
| No. 200           | 5 to 10                   |
| 2 Micron          | 5 to 35                   |

## C. Topsoil- Wetland

1. Topsoil - On-Site Wetland Materials. Existing wetland soil stripped and reclaimed from existing impacted delineated wetlands sites from within the contract limits and to the depth specified in the contract documents. This wetland soil shall meet the Sampling & Testing requirements as specified below.

2. Topsoil - Offsite or Manufactured Wetland Materials. These materials shall meet the following requirements:

- The pH of the material shall be between 5.0 and 7.0.
- The organic content shall be not less than 15% or more than 20% dry weight basis and be comprised of leaf or well rotted manure compost

Granular material shall be naturally occurring mineral soil and the following gradation:

| <b>Gradation:</b> |                           |
|-------------------|---------------------------|
| Sieve Size        | Percent Passing by Weight |
| No. 16            | 100                       |
| No. 40            | 85 to 100                 |
| No. 60            | 40 to 100                 |
| No. 200           | 5 to 10                   |

**STOCKPILING, SAMPLING & TESTING.**

Topsoil-Reuse of On-Site Materials and Topsoil- On-Site Wetland Materials: Topsoil acquired from sites that are designated in the contract documents are subject to requirements for stockpiling, sampling, and testing.

Topsoil Types Roadside, Lawns & Special Planting Mix, Acidic, and Topsoil - Manufactured or Offsite Wetland Materials are subject to the requirements for stockpiling, sampling and testing.

**Stockpiling.** The details for stockpiling methods and requirements are shown on the Contract Plans.

**Sampling.** The details for sampling methods and requirements are in Section 310101- Site Restoration

**TESTING.**

**Topsoil Testing.** All other material tests required by this section, will be performed by the Contractor, in conformance with the procedures contained in the appropriate NYSDEC publications or test methods.

Stockpiles meeting all requirements for pH, organic and gradation may be accepted and used. Stockpiles that when tested fail to meet requirements for pH or organic may be amended in place. A stockpile that fails to meet gradation requirements may not be accepted. The Contractor shall provide a plan for amending pH and/or organic to the Engineer certified by a nationally recognized entity which provides soils laboratory services. Once the Engineer accepts the plan and certification the Contractor may amend the stockpile. ~~Re-testing of the stockpile is not required prior to placing the topsoil materials.~~

**BASIS OF ACCEPTANCE.** Topsoil-Reuse of On-Site Materials and Topsoil- On-Site Wetland Materials will be accepted on the basis of the stockpile meeting all the requirements or the stockpile material meeting all gradation requirements and a plan and certification approved by Engineer for amending pH and organic requirements.

Topsoil - Roadside, Topsoil – Lawns, Topsoil - Special Planting Mix, Topsoil - Acidic, and Topsoil - Manufactured or Offsite Wetland Materials will be accepted on the basis of the stockpile meeting all the requirements or the stockpile material meeting all gradation requirements and a plan and certification approved by Engineer for amending pH and organic requirements.

**713-02 LIMESTONE**

**SCOPE.** This specification covers the material requirements for limestone.

**MATERIAL REQUIREMENTS.** Limestone shall be ground limestone having a minimum total neutralizing value of 88% calcium carbonate equivalence. A minimum of 90% shall pass the No. 20 sieve and a minimum of 60% shall pass the No. 100 sieve.

**PACKAGING.** Packaged agricultural limestone packed in the manufacturer's standard containers shall weigh not over 100 lbs each, with the name of the material, net weight of contents and the manufacturer's name and guaranteed analysis appearing on each container.



**BULK DELIVERY.** Bulk delivery of limestone shall be accompanied by a certificate providing the names, weight and analysis as specified herein for packaged material.

**BASIS OF ACCEPTANCE.** Limestone will be accepted on the basis of the manufacturer's label or certificate and visual inspection for compliance with the material requirements.

### **713-03 FERTILIZER**

**SCOPE.** This specification covers the material requirements for fertilizers.

**MATERIAL REQUIREMENTS.** Fertilizers may be either fluid or dry formulations of commercial carriers of available plant nutrients. Fertilizers may also be provided in standardized packets designed to control the release of their contents over a specified period of time.

The following mixed commercial fertilizers shall contain total nitrogen, phosphoric acid and soluble potash in the ratios stated:

**Type A.** 2-1-1 or 3-1-1 (approximate analysis). Minimum of 50% water insoluble nitrogen and with a salt index of less than 50.

**610-2.08 Mulch for Planting.** Tree, shrub and seeds will be mulched based on manufactures recommendations.

**610-2.10 Watering Vegetation.** Water and protect all seeded and tree and shrub plantings until final acceptance.

### **610-3 CONSTRUCTION DETAILS**

#### **610-3.01 Topsoil.**

**A. General.** The subsoil within the areas to be covered by topsoil shall be graded so that the completed work after the topsoil is placed shall conform to the specified lines and grades. The Contractor shall scarify or till the surface of the subsoil to a depth of 6 inches before the topsoil is placed to permit bonding the topsoil with the subsoil. Tillage by disking, harrowing, raking or other approved methods shall be accomplished in such a manner that depressions and ridges formed by tillage shall be parallel to the contours.

Topsoil in an unworkable condition due to excessive moisture, frost, or other conditions shall not be placed until its consistency is workable for spreading. Topsoil shall be placed on the designated area and spread to the depth specified in the contract documents or a minimum of 4 inches for turf areas and 3 inches for sod areas.

The finished surface shall be maintained for subsequent contract work such as seeding, sodding, mulching or planting.

The sites of all stockpiles shall be graded and maintained for subsequent contract work. Surplus topsoil will become the property of the Contractor. Roots and top growth of non-native weeds or invasive species that emerge from topsoil stockpiles or after placement of the topsoil shall be eradicated and disposed of in accordance with §610-3.11 *Weed Removal* immediately upon emergence. ~~Weed removal, treatment and disposal of invasive species will be paid for separately.~~

**B. Topsoil – Reuse On-Site Materials.** Topsoil stripping shall be completed prior to starting the general excavation in an area. The Contractor shall take reasonable care that the topsoil is not contaminated during the stripping and other handling operations.

Topsoil identified for reuse that has a known, established population of invasive species shall be treated to eliminate the presence of invasive species per §610-3.11 *Weed Removal*. The invasive species material shall be disposed appropriately and then the resulting topsoil may be used within the limits. ~~Treatment and disposal of invasive species will be paid for separately.~~

**C. Topsoil – Roadside, Lawn, Special Planting Mix and Acidic.** The Contractor shall place topsoil only from approved stockpiles.

**D. Topsoil – On-Site Wetland and Wetland Off-Site or Manufactured.** The Contractor shall not use topsoil wetlands materials which exhibit the presence of invasive species. Care shall be taken not to impact wetland areas remaining.

On-site wetland topsoil stripping shall be completed prior to starting the general excavation in an area. After stripping, on-site wetland topsoil shall be placed within 24 hours or stored within the contract limits at a location approved by the Engineer.

**610-3.02 Preparation of Subsoil for Turf Establishment.** Prior to establishment of turf in areas that are not to receive topsoil or other permanent erosion control measures, the Contractor shall remove all loose stones and other objects over 2 inches in size to a 4 inch depth. The Contractor shall mix compost with subsoil in accordance with §610-3.07 B. *Turf Establishment With No Topsoil/ On Subsoil* within the areas to be seeded and grade the surface so that the completed work shall conform to the specified finished lines and grades. Compost will be paid for separately.

**610-3.03 Turf Establishment.** The Contractor shall coordinate establishment of turf with other site and construction activities.

The Contractor shall clean all equipment involved in turf establishment to remove plants, seeds and propagules prior to commencement of work. Any work to clean equipment shall be at no additional cost to the Owner.

The Contractor shall apply the seed mix at one and one half to two times the manufacturer's recommended rate. Any method of sowing that does not injure the seeds and achieves even coverage in the process of spreading will be acceptable.

The Contractor shall perform the initial watering and shall spread straw uniformly in a continuous blanket to hide the soil from view or mulch Types I – V as specified in the contract documents. Rolled Erosion Control products shall be installed according to manufacturer's recommendations and paid for separately. Mulch anchorage shall be applied.

The Contractor shall water, mow, and weed the turf establishment areas for the duration of the contract or until turf areas are accepted. ~~Watering, mowing, and weeding to care for the turf will be paid for separately.~~ Any work required to correct initial seeding (installation) shall be done at no additional cost to the Owner.

**A. Turf Establishment – Roadside.** Areas will be accepted when:

- free from thin or bare ground greater than one foot in diameter;

- at least 80 percent of the ground surface is covered with established specified permanent turf grass species;
- they have had one mowing cycle in accordance with §610-3.12 unless conditions prevent mowing, in which case turf grass shall be an average minimum height of 5 inches; and
- they exhibit healthy green color.

**B. Turf Establishment- Lawns.** Areas will be accepted when:

- free from thin or bare spots greater than six inches in diameter;
- at least 90 percent of the ground surface is covered with established specified permanent turf grass species;
- they have had one mowing cycle in accordance with §610-3.12 unless conditions prevent mowing, in which case turf grass shall be an average minimum height of 3 inches; and
- they exhibit healthy green color.

**610-3.04 Wildflower Seeding.** The Contractor shall clean all equipment involved in wildflower seeding to remove plants, seeds and propagules prior to commencement of work at no additional cost to the Owner.

The Contractor shall install wildflower seeding materials in accordance with the contract documents. Any method of sowing that does not injure the seeds and provides soil contact in the process of spreading will be acceptable. The Contractor shall apply the seed mix at twice the seed supplier's recommended rate.

The Contractor shall perform the initial watering and spread straw or mulch Types I – V as specified in the contract documents, uniformly at a rate consistent with seed supplier recommendations. Mulch anchorage is required unless otherwise specified in the contract documents. Wildflower seeding areas will be accepted after the seeding operation is complete. Any work required to correct initial seeding (installation) shall be done at no additional cost to the Owner.

The Contractor shall water the wildflower seeding areas for the duration of the contract. ~~Watering to care for the wildflower seeding areas will be paid for separately.~~

**610-3.05 Sod.** The Contractor shall generally place sod during the seasons identified in Table 610-1 *Sodding Seasons*. The Contractor may request extension of seasons, provided the other conditions are met.

| <b>TABLE 610-1 SODDING SEASONS</b>  |               |             |
|---|---------------|-------------|
| <b>Geographic locations</b>   | <b>Spring</b> | <b>Fall</b> |
| R1-Essex, Warren (north of towns of Bolton & Warrensburg),<br>R2-Hamilton, Herkimer (towns of Ohio and Webb)<br>R7-Lewis, St. Lawrence, Franklin, Clinton, Jefferson (east of Rte 81)   | 4/15-6/30     | 8/15-10/15  |
| R1– Greene, Rensselaer, Schenectady, Saratoga, Washington,<br>Albany, Warren (towns of Bolton & Warrensburg & south)<br>R2- Montgomery, Fulton, Oneida, Madison, Herkimer<br>(south of town of Ohio)<br>R3,6,9 – All counties<br>R7- Jefferson (west of Route 81) | 4/1-6/15      | 8/15-10/31  |

|                         |            |              |
|-------------------------|------------|--------------|
| R4, 5 & 8- All counties | 4/1 – 5/31 | 8/15 – 10/31 |
| R10, 11- All counties   | 3/1-4/30   | 8/21-11/15   |

The subgrade of areas to be sodded shall be excavated and firmed to a sufficient depth below the finished grade of the sod to accommodate the tamped or rolled thickness of topsoil and sod. No frozen sod shall be placed nor shall sod be placed on frozen ground surface.

The Contractor shall exercise care to retain the soil existing on the roots of the sod during transporting, handling and transplanting operations.

Sod shall be placed on a minimum of 3 inches of moist topsoil. ~~The topsoil will be paid for separately.~~

The finished sod soil surface shall be flush with surface of the adjacent soil and adjacent structures. It shall meet the finished grades as shown in the contract documents. Sod will be accepted when:

- It has been in place a minimum of 60 days after installation,
- It is 95 percent covered with permanent grass species,
- It has had one mowing cycle in accordance with §610-3.12 *Mowing*,
- It exhibits healthy green color,
- It is free from thin, bare or brown spots greater than 6 inches in diameter, and
- It is firmly rooted in the soil.

Sod not meeting the standards for acceptance, shall be re-sodded until a satisfactory turf has been established, at no additional expense to the Owner.

The Contractor shall water, mow and weed the sodded areas as necessary until contract final acceptance. ~~These items will be paid for separately.~~

**610-3.06 Soil Amendments.** The Contractor shall place, apply or incorporate fertilizer, limestone, mycorrhizal fungi, sulfur and/or moisture retention additive where shown in the contract documents.

When mycorrhizal fungi are specified, application rates for turf shall ensure an even distribution of 100,000 propagules minimum per acre for drill seeding and 1,000,000 propagules minimum per acre for hydroseeding. Application rates for planting and Tree Root Zone Treatment, as well as any other aspects of distributing and/or incorporating mycorrhizal fungi, shall be in accordance with the manufacturer's recommendations.

All other amendments shall be mixed with topsoil prior to placing, spread evenly over the surface of turf, wildflower or sod areas, applied within shrub saucers or applied over the plant beds as appropriate, at the rates recommended by the manufacturer or as specified in the contract documents. The method of application shall ensure an even distribution. When hydraulic application is used, the minimum rate of water application shall be in accordance with manufacturer's recommendation.

Trees shall be fertilized using Method No. 1, No. 2 or No. 3 in accordance with the contract documents.

**A. Method No. 1.** Holes shall be made in the earth about 18 inches deep and 18 inches apart, and located in the outer two-thirds (as measured on the radius) of the circular area lying under the limits of the tree branches. The holes shall be made with a crowbar, soil auger, pneumatic equipment or other approved tools and care shall be taken to avoid injury to the

roots. Fertilizer shall be applied at the rate specified; placing equal amounts of fertilizer in the lower 12 inches of each hole.

**B. Method No. 2.** Fertilizer shall be applied to soil's surface hydraulically at the rate specified with sufficient water to saturate the soil for the area and depth of the tree roots without creating air pockets.

**C. Method No. 3.** Fertilizer rate and method of application shall be as specified in the contract documents.

#### **610-3.07 Compost.**

**A. Existing Soil:** The Contractor shall spread 2 inches of Compost Type A or E within the limits shown in the contract documents and tilled into existing soil to a total depth of six inches.

**B. Turf Establishment With No Topsoil/ On Subsoil.** The Contractor shall spread 2 inches of Compost Type A, D or E within the limits shown in the contract documents and tilled into subsoil to a minimum depth of four inches.

**C. Turf Establishment With Topsoil.** The Contractor shall mix Compost Type A, D or E with topsoil as specified in the contract documents.

**D. Plant Pits or Beds:** Compost Type A, D or E shall be applied at a ratio of 1 part compost to 5 parts existing soil.

**610-3.08 Mulch for Planting.** The Contractor shall apply mulch consisting of wood chips, pine nuggets or shredded bark to the surface of the beds and tree pit areas in accordance with the contract documents. The Contractor shall apply mulch to a uniform depth of 3 inches over the shrub bed and tree pit areas and 2 inches over groundcover beds. The mulch shall be distributed so as to create a smooth, level cover over the exposed soil. Mulch shall not cover plants or be in contact with tree root flare, tree trunks, and plant stems.

**610-3.09 Permeable Weed Control Landscape Fabric.** Areas where landscape fabric is to be installed shall be smooth, firm, stable and free of rocks, clods, foliage, roots, trash, debris or other material that will prevent the matting from lying in direct contact with the soil surface.

The landscape fabric shall be placed where shown in the contract documents and as required by the manufacturer.

**610-3.10 Watering Vegetation.** The Contractor shall provide water without damage to plants, mulch, stakes, plant saucers, sod or other areas to be watered. Damage resulting from watering operations shall be repaired at no additional cost to the Owner.

Watering shall be applied in accordance with §610-3.03 *Turf Establishment*, §610-3.04 *Wildflower Seeding*, §610-3.05 *Sod* or §611-3.01 *General*. Watering for existing vegetation shall be as specified in the contract documents.

Watering shall be applied at the following rates:

**A. Turf, Wildflowers, Sod, Planting Beds.** In the absence of 1 inch of rainfall within 5 consecutive calendar days the Contractor shall water all turf, wildflowers, sod and planting beds once a week to a depth of 1 inch.

**B. Trees and Planting Pits.** Between April 1st and November 15<sup>th</sup>, in the absence of 1 inch of rainfall within 5 consecutive calendar days, the Contractor shall apply water to trees and planting pits once per week, except during July and August, when water shall be applied twice per week, with a minimum of 2 days between applications. Soil saucers or portable drip irrigation systems shall be filled once per watering.

**610-3.11 Weed Removal.** The Contractor shall perform weed removal in accordance with the contract documents. The Contractor shall remove and dispose of weeds including roots prior to flowering and seed formation by manual, chemical or mechanical means. Any method of weed removal that leaves live roots in the soil will not be permitted. An appropriately licensed applicator is required for chemical weed control methods. The Contractor shall ensure the preservation of desirable vegetation. ~~Treatment and removal of invasive species will be paid for separately.~~

**610-3.12 Mowing.** The schedule may be modified to accommodate prevailing or forecast weather conditions. The Contractor shall be responsible, prior to each mowing, for the removal and disposal of any debris and litter which has accumulated since the last mowing. Care shall be taken to avoid damage to existing plant materials.

**A. Roadside.** The Contractor shall mow all turf establishment areas to a height of 5 inches whenever growth reaches 8 inches for the duration of the contract. Clippings shall be left in place.

**B. Lawns.** The Contractor shall mow all turf establishment areas to a height of 3 inches after initial growth reaches 5 inches, and then mowed to a height of 3 inches whenever a 5 inch height is reached thereafter for the duration of the contract. Clippings shall be mulched in place.

**C. Sod.** The Contractor shall mow all sodded areas to a height of 3 inches after initial growth reaches 5 inches, and then mowed to a height of 3 inches whenever a 5 inch height is reached thereafter for the duration of the contract. Clippings shall be mulched in place.

**610-3.13 Mowing Limits Markers.** The Contractor shall install mowing limit markers plumb to a depth in accordance with the manufacturer's instruction.

## **610-4 METHOD OF MEASUREMENT**

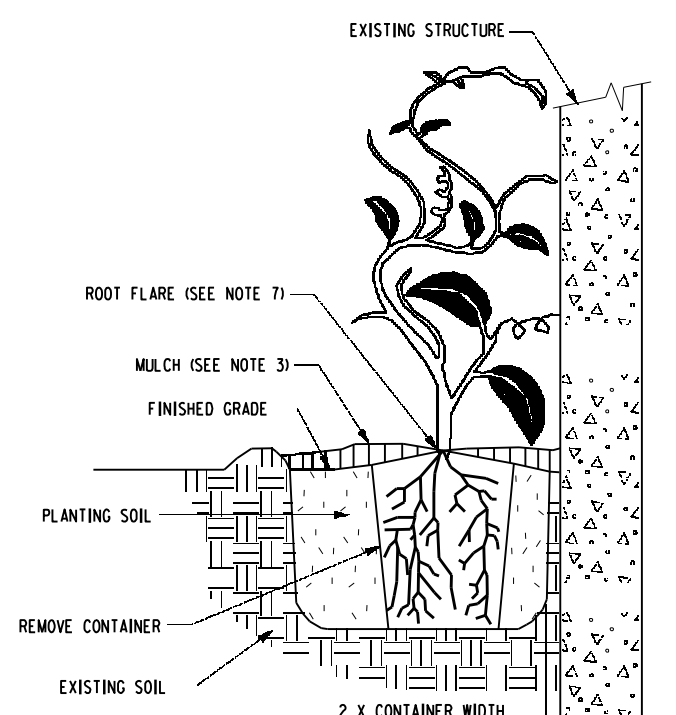
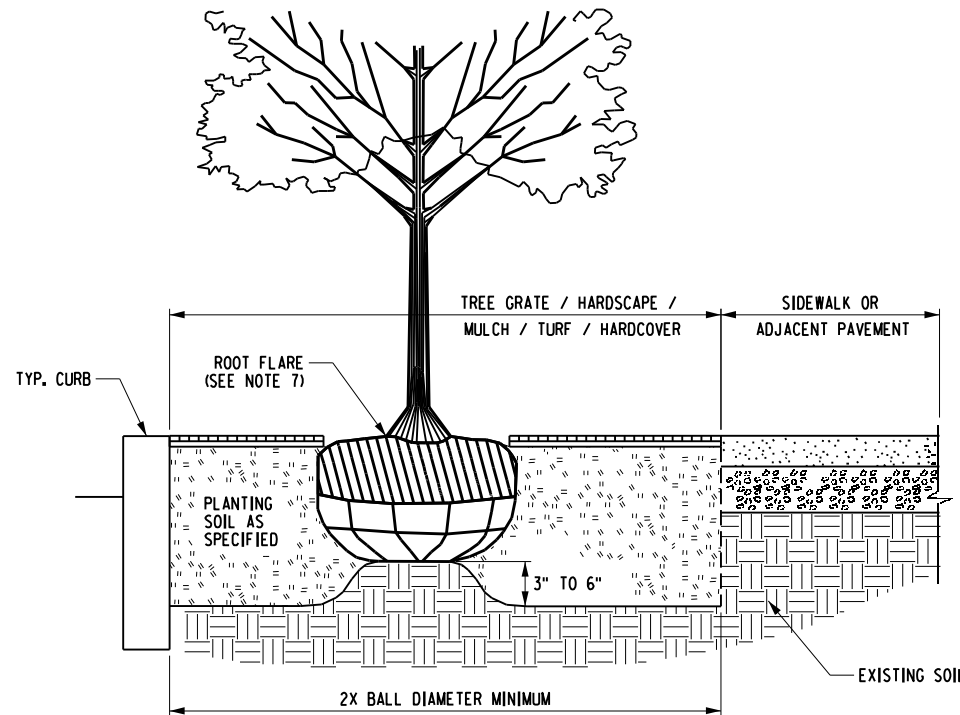
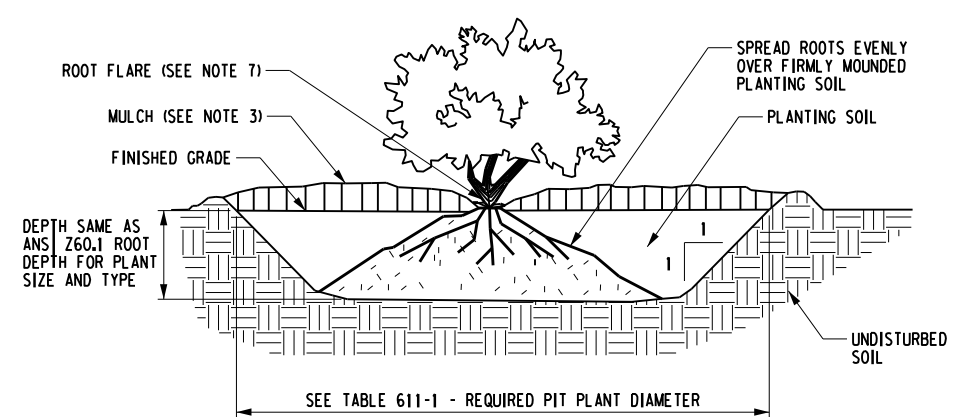
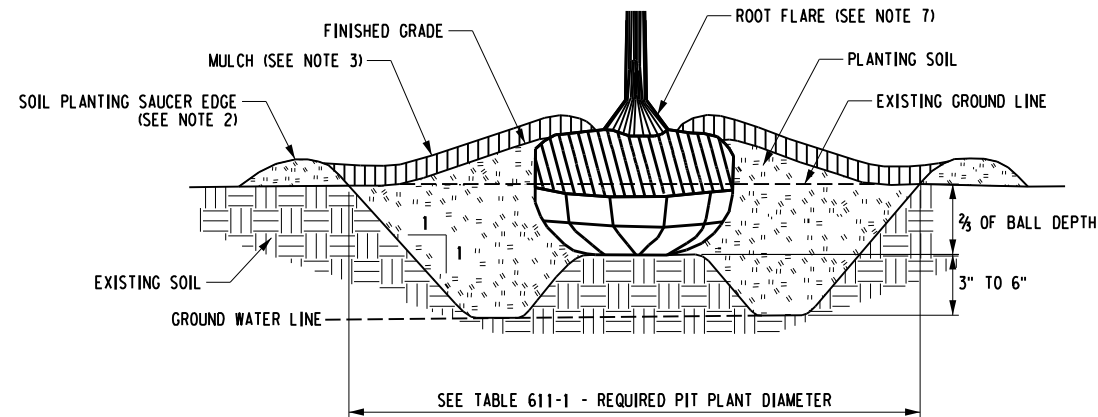
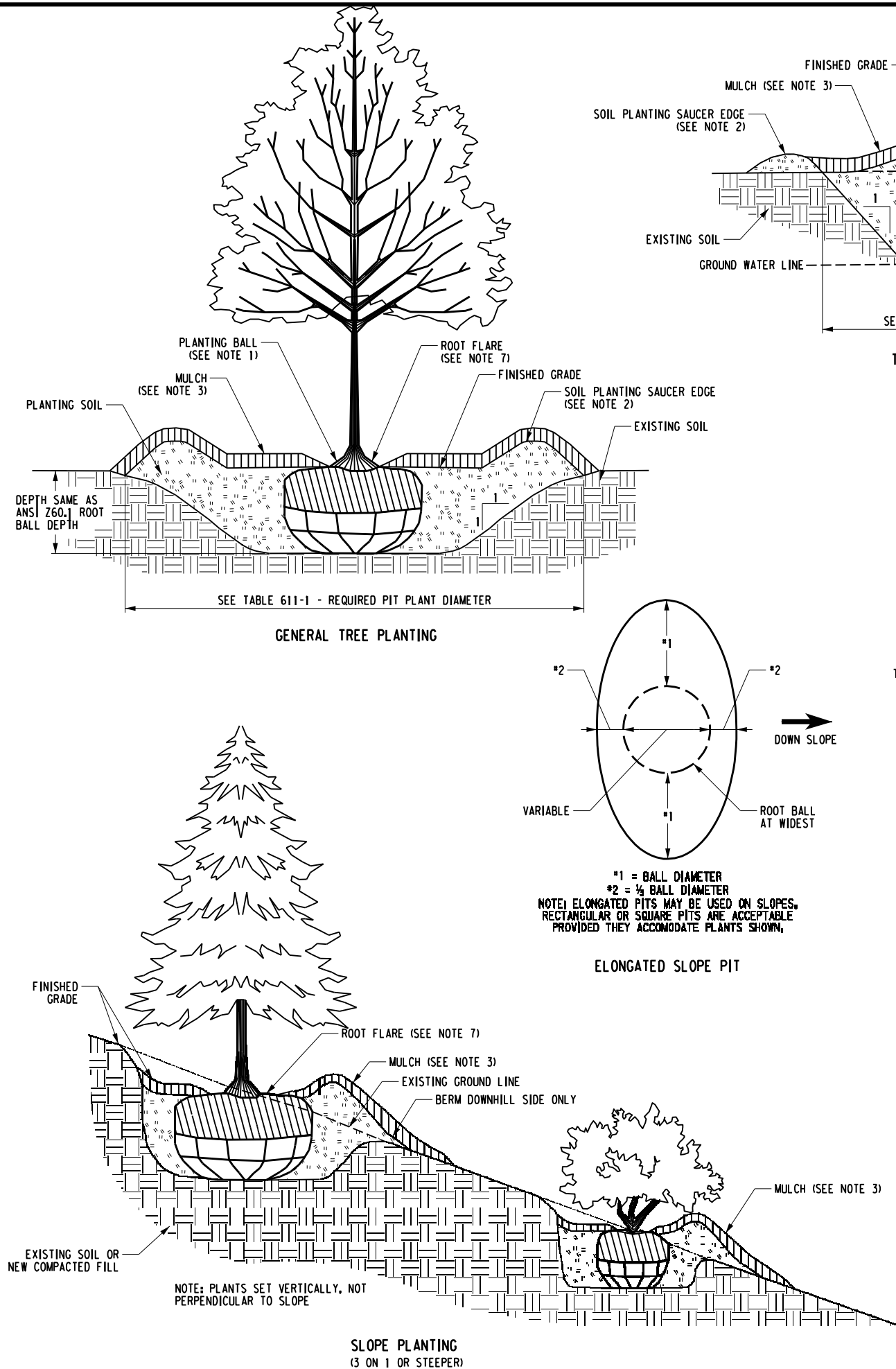
The methods of measurement (e.g. yard, ton, square foot, etc.) and the basis for payment (e.g. unit price, lump sum) are defined in 012200 and the Bid Sheet.

## **SECTION 611 - PLANTING, TRANSPLANTING AND POST PLANTING CARE**

### **611-1 DESCRIPTION.**

#### **611-1.01 General.** Vacant

FILE NAME = 611-0101-090612e1.dgn  
DATE/TIME = 14-NOV-2013 09:01  
USER = r1ohse



| TABLE 611-1 - REQUIRED PLANT PIT DIAMETER |  |
|---|--|
| ROOT SPREAD / ROOT BALL DIAMETER          | PLANT PIT DIAMETER                         |
| UNDER 2'-0"                               | 3X THE ROOT SPREAD OR ROOT BALL DIAMETER   |
| FROM 2'-0" TO 4'-0"                       | 2.5X THE ROOT SPREAD OR ROOT BALL DIAMETER |
| OVER 4'-0"                                | 2X THE ROOT SPREAD OR ROOT BALL DIAMETER   |

NOTES:

1. PLANTING BALL - ON B&B MATERIAL, BURLAP AND WIRE BASKET OR OTHER CONTAINER SHALL BE REMOVED FROM THE UPPER HALF OF THE ROOT BALL AND DISPOSED OF.
2. HEIGHT OF PLANTING SAUCER SHALL BE 3".
3. MULCH SHALL BE A MAXIMUM OF 3" DEEP AND TAPERED DOWN TO LEAVE THE ROOT FLARE EXPOSED. WHEN PLANTING ON SLOPES, DOWNHILL SIDE MUST BE STABILIZED APPROPRIATELY OR SEEDING ON DOWNHILL SIDE MAY BE SPECIFIED.
4. MATERIALS FOR PROTECTION OF PLANTS SHALL BE A COMMERCIALY AVAILABLE PRODUCT OR SYSTEM FOR SUPPORTING OF TREES.
5. ALL TAGS, LABELS, ETC. SHALL BE REMOVED FROM THE PLANTS.
6. THIS DETAIL SHOWS ONE ABOVE GROUND TREE SUPPORT METHOD. ANY OTHER METHOD MUST USE COMMERCIALY AVAILABLE PRODUCTS INSTALLED PER THE MANUFACTURER'S SPECIFICATIONS.
7. THE ROOT FLARE SHALL BE VISIBLE AND LEVEL WITH SURROUNDING SOIL.

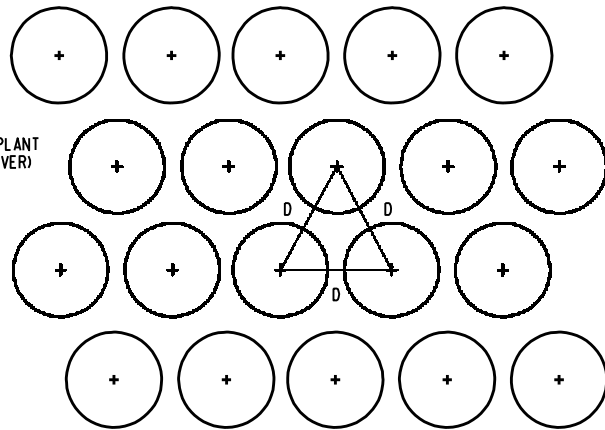
ERRATA 1 EFF. 01/09/2014  
ISSUED WITH EB 13-042  
EFFECTIVE DATE: 09/06/2012

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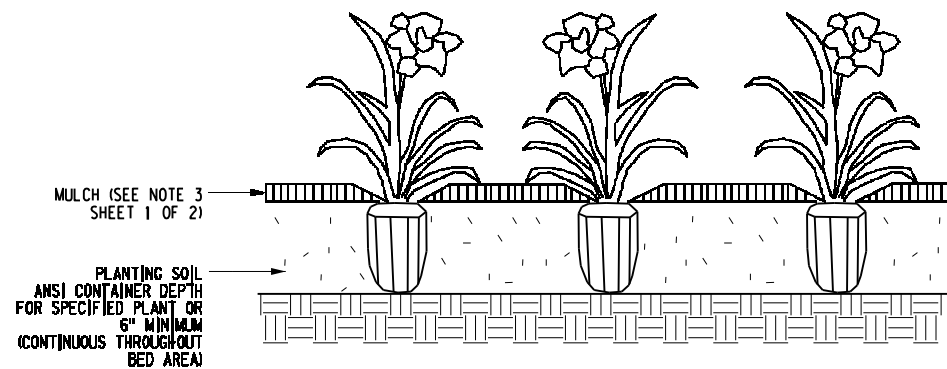
|   |                                  |
|---|----------------------------------|
| STATE OF NEW YORK<br>DEPARTMENT OF TRANSPORTATION   |                                  |
| U.S. CUSTOMARY STANDARD SHEET   |                                  |
| LANDSCAPE PLANTING DETAILS<br>(SHEET 1 OF 2)  |                                  |
| APPROVED: OCTOBER 23, 2013<br>SHELAK LADUC R.L.A.<br>PRINCIPAL LANDSCAPE ARCHITECT<br>OFFICE OF ENVIRONMENT | ISSUED UNDER EB 12-011<br>611-01 |

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USER = rlohse

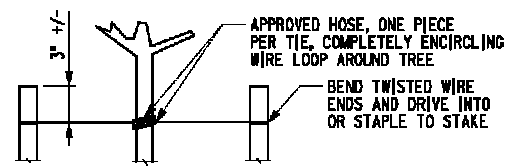
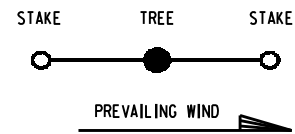
NOTE:  
D = DIMENSION OF SPECIFIED PLANT  
SPACING (SHRUB OR GROUND COVER)



TYPICAL BED PLANT SPACING



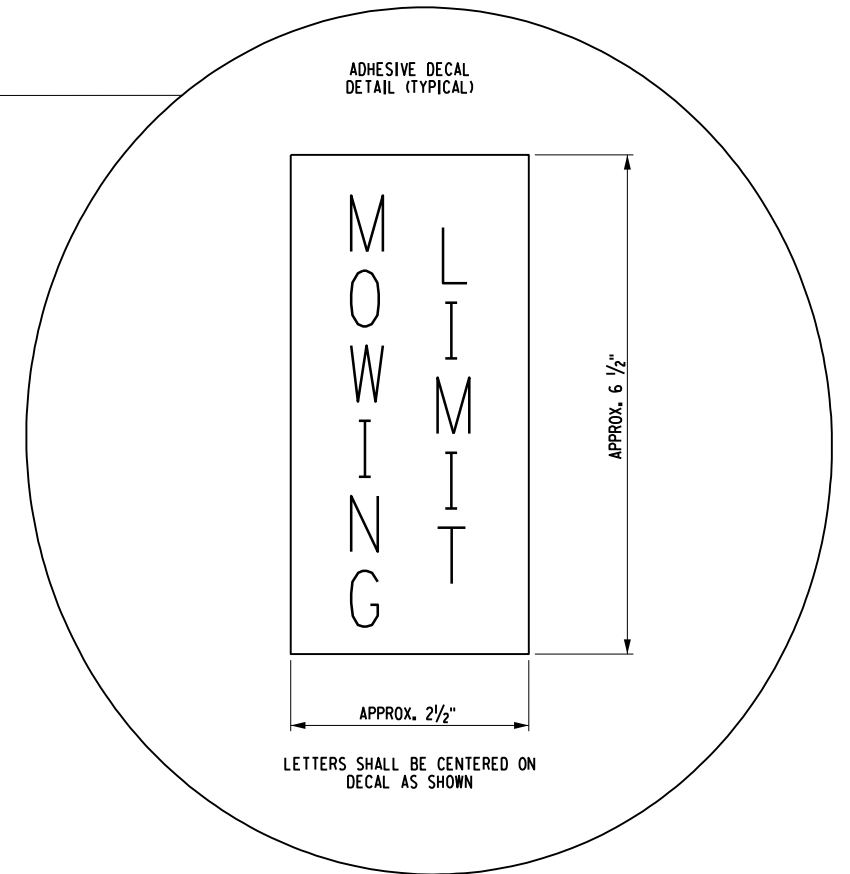
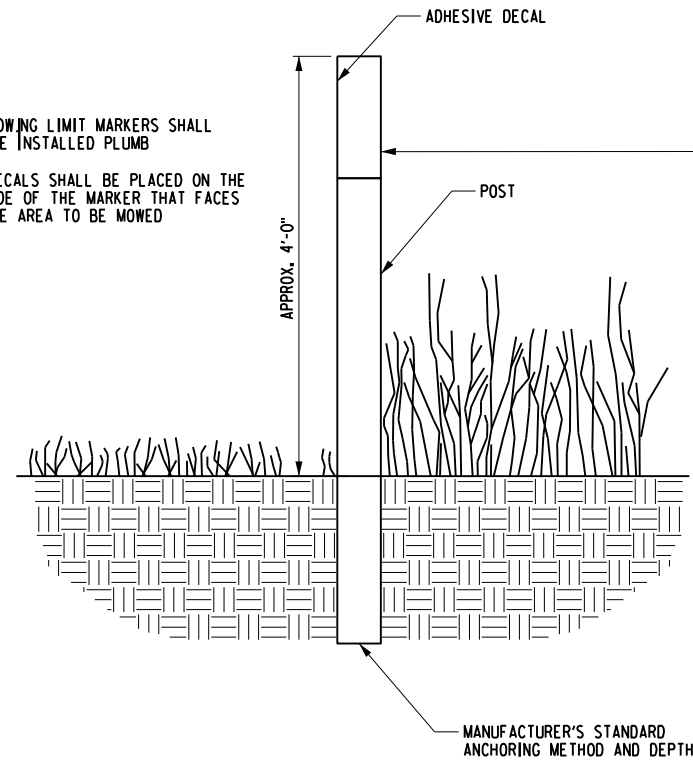
BED PLANTING



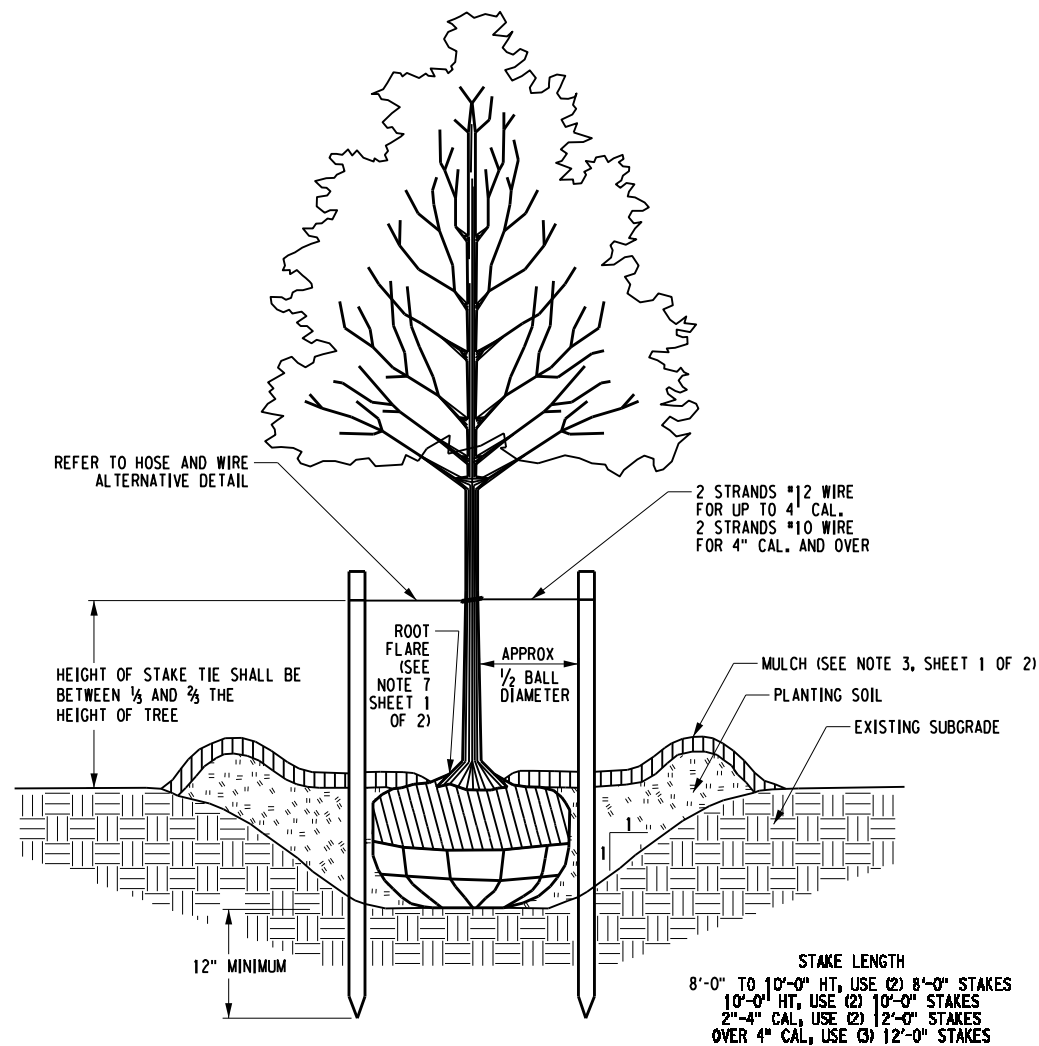
HOSE AND WIRE ALTERNATIVE

NOTE: MOWING LIMIT MARKERS SHALL  
BE INSTALLED PLUMB

NOTE: DECALS SHALL BE PLACED ON THE  
SIDE OF THE MARKER THAT FACES  
THE AREA TO BE MOWED



MOWING LIMIT MARKER (TYPE A)



TREE SUPPORT (WHEN SPECIFIED)  
(SEE NOTE 6, SHEET 1 OF 2)

-DRAWING NOT TO SCALE-



STATE OF NEW YORK  
DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

LANDSCAPE PLANTING DETAILS  
(SHEET 2 OF 2)

APPROVED MAY 29, 2012

SHELAH LADUC R.L.A.

PRINCIPLE LANDSCAPE ARCHITECT  
OFFICE OF ENVIRONMENT

ISSUED UNDER EB 12-011

611-01

EFFECTIVE DATE: 09/06/2012