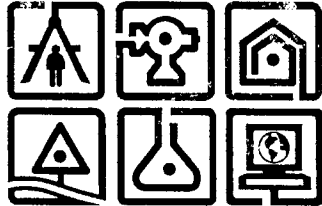


March, 2002



Building Demolition and Asbestos
Abatement for
Risedorph Tannery Brownfield
Project
130-146 West Eighth Avenue
City of Gloversville
Fulton County, New York

Prepared for:

C.T.MALE ASSOCIATES, P.C.
50 Century Hill Drive
P.O. Box 727
Latham, New York 12110

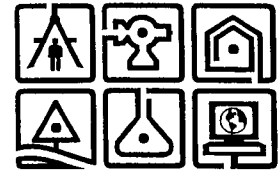
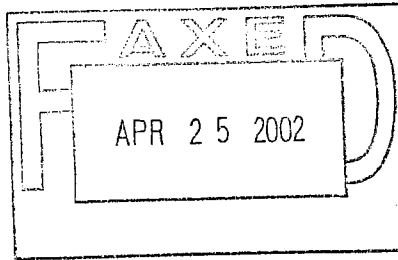
Prepared by:

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(518) 786-7400
FAX (518) 786-7299

C.T. Male Project No: 00.6630

C.T. MALE ASSOCIATES, P.C.

50 Century Hill Drive
P.O. Box 727
Latham, NY 12110-0727
Tel. 518.786.7400
24 hr. FAX 518.786.7299



FACSIMILE COVER SHEET

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CTM Project No.: 00.6630

To (name): Various - List Attached

From (name): Jeff Marx

At (company): Various - List Attached

Fax Number: Various - List Attached

Date: 4/25/2002

Time: 2:31 PM

No. of Pages to Follow: 6

Priority: ☒ Urgent
☐ Routine

IF UNREADABLE OR INCOMPLETE PLEASE CALL:

Follow-up: ☐ Send Original Overnight Mail
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Jeff Marx @ 518.786.7548

Comments:

RISEDORPH TANNERY BUILDING DEMOLITION AND ASBESTOS ABATEMENT

Attached please find the following for the referenced project:
-List of Contractors Who Purchased Bid Documents & Specifications
-Pre-Bid Meeting Attendance List
-Pre-Bid Meeting Minutes
-Pre-Bid Meeting Questions Raised and Answers Provided

The hardcopy of this information will not be mail to you.

Please sign in the space provided and fax this cover page back to C.T. Male today to acknowledge receipt of this additional paperwork.

Contractor Acknowledgement

**Risedorph Tannery
Building Demolition and Asbestos Abatement Project
CTMA Project No.: 00.6630**

List of Contractors Who Purchased Bid Documents & Specifications

Firm Name	Contact	Fax #
x Precision Industrial Maintenance	Craig Corbett	518-346-6077
x BATG Environmental	Bob Everton	860-674-1798
x AAA Environmental Inc.	Dave MacDougall	315-454-0442
x *Sessler Wrecking	Jeff Ignaszak	315-539-3967
x *Ontario Specialty Contracting	Arthur McDonough	716-842-1630
x *WPNT Construction	Larry Tune	518-426-0470
x Jackson Demolition Services	Mark Hodgkins	518-372-1116
x Dan's Hauling	Vic LaDuke	518-266-0316
x Ritter & Paratore Contracting, Inc.	Mike Ritter	315-738-0181
x S&S Environmental	Russell Buell	315-841-4280

RISEDORPH TANNERY DEMOLITION PROJECT
PRE-BID MEETING
APRIL 24, 2002 - 9:30 AM

SIGN IN SHEET

NAME	COMPANY NAME	PHONE #	FAX #
Adam Westhaver	BATE ENVIRONMENTAL OF CT LLC	860-674-1429	860-674-1798
Bob EVERTON	" "	508-699-7731	"
Tim Van Alstyne	DPTECH ENVIRO	518-452-9641	518-869-1090
Tom Madison	" "	"	"
Jeff Lonszak	Sessler Wrecking	315-539-3350	315-539-3967
JOHN TONKA	OSC	716-856-3333	716-847-1630
JANE MacDUGALL	AAA Env.	315-454-2000	315-454-0442
Bob Wegner	OSC	716-856-3333	716-847-1630
Bill Maron	EPS of VT	(518) 465-4000	465-5722
Joe LaMountain	"	"	"
Tom Reed	Enviro Prep	518-346-0134	377-8114
Mark Hodgkins	Jackson Demolition	518-374-3366	372-1116
Bong Corbett	Precision Ind. Maint.	518-346-5800	346-6079
Ron Martin Jr	Martin Env.	518-479-7052	479-7157
Ron Ellis	City of Morrisville	518-773-4557	
Houston Vabele	Precision Ind. Maint.	518-346-5800	
Randy Rupp	Turn Too Inc	618-857-7262	767-2034
Lloyd Bagley	D&D Environmental	518-266-8947	266-0316
Dan Wolfe	Dan's Hauling & Demo	266-8947	266-0316

*RISEDORPH TANNERY BROWNFIELD PROJECT
BUILDING DEMOLITION AND ASBESTOS ABATEMENT
PRE-BID MEETING MINUTES*

- Distribute attendance list for signature, a copy of which is attached.
- Discuss meeting procedures as follows:
 - Stay in one group
 - Hold questions until asked and subsequently distribute minutes of pre-bid.
 - Submit other questions in writing per specifications, which should be submitted by end of week or Monday by the latest.
 - Will likely be issuing an Addendum to specifications.
- Started pre-bid walk on the south side of the site to point out the following:
 - Asbestos containing materials in the form of siding and roofing materials.
 - Bridge to second floor to be removed.
 - Stream & Pond protection at all times and C.T. Male to stop work down if materials enter the stream or pond.
 - Silt fence is required relative to the stream at locations depicted on the map within the specifications.
 - Removal of block portion of south wall. Poured section of that south wall to remain.
 - Maintain sidewalk and street access or coordinate with C/O Gloversville DPW (i.e., Ron Ellis).
- Entered second floor of the building to show the following:
 - Cementitious asbestos containing flooring.
 - Asbestos containing roof material along other sections of building as viewed through an open door.
 - Asbestos containing aircell that needs to be abated.
- Walk along the east side of the building toward the entrance to the site to discuss the following:
 - Protect vaults along exterior of waste water pre-treatment plant.
 - Install new chain link fence prior to demolition activities commencing.
 - Demolish small section of building to allow for the installation of the new fence.
 - C/O Gloversville to stake where fence goes, but generally two feet from the edge of sidewalk in the area along Wilson Street.
 - Protect all monitoring wells, flush mounted and above grade casing throughout the duration of the project.
 - Remove former transformer pad at northeast corner of the building and cut bollards flush with ground.
 - Fencing type to be described within the Addendum to be prepared, but will need to remain at project completion.
 - City water is available at no cost from a nearby hydrant. Coordinate with the City of Gloversville Water Department prior to connecting to water supply. Backflow prevention and a manifold approved by the City will be required.

C.T. MALE ASSOCIATES, P.C.

*Risedorph Tannery Brownfield Project
Building Demolition and Asbestos Abatement
Pre-Bid Meeting Minutes
Page - 2*

- Continued walking toward Warehouse #1 and viewed the following:
 - Concrete vault on north side of the building may end up not being demolished. Will be discussed in an Addendum, if issued.
 - Concrete bins to be removed down to grade. Below grade concrete does not need to be removed.
- Entered Warehouse #1 and discussed the following:
 - Wood debris to be removed (west end of building) and disposed at the Fulton County Landfill.
 - Piece of old tannery equipment that must also be removed (east end of building).
- Walked around Warehouse #2 toward ponds and discussed the following:
 - Remove debris piles surrounding Warehouse #3.
 - Emphasized Warehouse structures to remain.
 - Protect existing catch basins and storm water system.
- Entered Boiler Room and viewed the following:
 - Asbestos containing materials (friable) to be abated prior to demolition.
- Move through the building to the waste water pre-treatment plant:
 - Others will cover pre-treatment plant with wood prior to start of demolition.
 - Pre-treatment plant to remain undisturbed and protected during demolition
- Final statements by C.T. Male, which included the following:
 - All demolition debris must go to Fulton County Landfill.
 - Landfill may have cheaper rates for shredded demolition debris.
 - Shredding of asbestos containing materials will not be allowed.
 - Concrete floor slab to the building to remain and be broom swept at completion (after asbestos project is cleared).
 - Water used for dust control should be minimized, as not to generate large quantities of water.
 - Dust monitoring will be performed during demolition activities and if action levels are exceeded, work will be halted and contractor will be responsible for improving dust control measures.
 - Payment for this project will be paid when paid. Timeframe for payment is unknown, but is expected to be on the order of 60 to 120 days.

**RISEDORPH TANNERY BROWNFIELD PROJECT
BUILDING DEMOLITION AND ASBESTOS ABATEMENT
PRE-BID QUESTIONS RAISED AND ANSWERS PROVIDED**

- Ques.: Is the NYSDOL Variance included within the specifications?
Ans.: It is expected that an Addendum will be issued which will describe or provide a copy of the variance and the status of that variance (i.e., pending or final).
- Ques.: Is the floor tile within the second floor of the building and asbestos issue?
Ans.: No.
- Ques.: There is debris currently within the stream, will the contractor be required to remove existing debris from the stream?
Ans.: No. The City of Gloversville plans on removing those items prior to start of demolition.
- Ques.: Are the drawings provided within the specifications drawn to scale?
Ans.: Yes.
- Ques.: Are there any permits required by the City for drawing water from the fire hydrant?
Ans.: No. But the Water Department has to be contacted first.
- Ques.: Can heavy equipment such as an excavator go on the slab since it must remain?
Ans.: Yes. We expect that care will be taken to minimize disturbance to the slab.
- Ques.: Are there specifications available from the City for the type of backflow preventer required?
Ans.: It is expected that this will be coordinated with the City Water Department.
- Ques.: Is there power on-site?
Ans.: No.
- Ques.: Is lead abatement required for the pipes?
Ans.: The contractor is responsible for properly handling those pipes to protect the workers and to properly dispose of these pipes. The contractor must assume that the pipes may have lead paint.
- Ques.: Will the concrete at the base of the structural columns be removed?

C.T. MALE ASSOCIATES, P.C.

*Risedorph Tannery Brownfield Project
Building Demolition and Asbestos Abatement
Pre-Bid Questions raised and Answers Provided
Page - 2*

Ans.: It is not necessary. Our preference is to avoid disturbing the floor slab so the concrete column foundations can remain.

Ques.: Is fly ash in the boiler stack a concern?

Ans.: C.T. Male has no information regarding fly ash or other residue in the boilers or stack. The contractor is responsible for properly disposing of the boilers and stack.

PROJECT MANUAL
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SECTION 00020

INVITATION TO BID

Scaled Bids will be received at the office of C.T. Male Associates, P.C., 50 Century Hill Drive, Latham, New York 12110, until 4:00 PM local time on Monday, May 6, 2002, and then at said office privately opened and read aloud for:

City of Gloversville
Risedorph Tannery Demolition Project
130-146 West Eighth Avenue, Gloversville, New York

The work includes the removal of any and all asbestos containing materials at the former Risedorph Tannery main building and demolition of the main tannery building structure and associated boiler stack. The work also includes the recycling of iron and steel from the facility and leaving the concrete floor slab to the building in-place.

Bids will be received on a lump sum basis.

Bids actually received by mail or by hand after the appointed time on the date specified shall be rejected, notwithstanding that such Bid may have been placed in a mail box or other mail receptacle regularly maintained by the United States Postal Service before such time, and ordinarily in sufficient time to have been delivered on time.

The successful Bidder will be required to furnish a performance bond and a payment bond, each in an amount equal to 100% of the contract price.

Drawings and Specifications may be examined on and after April 17, 2002 at C.T. MALE ASSOCIATES, 50 Century Hill Dr., P.O. Box 727, Latham, New York 12110-0727, tel. (518) 786-7400, from 7:30 AM to 4:15 PM Monday through Friday, and at City of Gloversville, City Hall, 3 Frontage Road, Gloversville, New York 12078-2897, Telephone (518) 773-4557. Documents may also be examined at Eastern Contractors Association, Inc., 6 Airline Dr., Albany, NY 12205, tel. (518) 869-0961, from 8 AM to 5 PM Monday through Friday; at F.W. Dodge, 4 Airline Dr., Albany, NY 12205, tel. (518) 869-5374, from 8:30 AM to 5 PM Monday through Friday; and at Brown's Letters, 855 Central Avenue, Albany, NY 12206, tel. (518) 482-6230, from 8:00 AM to 5:00 PM Monday through Friday.

Complete sets of Bidding and Contract Documents may be purchased from C.T. MALE ASSOCIATES, P.C. The deposit on the first set is fifty dollars \$50.00, to be refunded in full to all Formal Bidders provided that the complete set of Bidding and Contract Documents (Drawings and Project Manual) is returned to C. T. MALE ASSOCIATES, P.C., postage paid and in good condition within 30 days after the Bid Opening. Full refund will be made to non-bidders only if the complete set of Documents is returned to C. T. MALE ASSOCIATES, P.C., in good condition within 7 days after the bid opening. Additional sets of Documents are available at non-refundable cost as listed in the Instructions to Bidders. If requested, Documents will be mailed first-class at additional non-refundable cost of \$5.00 per set for postage and handling.

Payment for Documents should be made either in cash or by check. Separate checks should be written for the first set, for any additional Documents, and for postage and handling. All checks should be made payable to C. T. MALE ASSOCIATES, P.C.

There will be a Pre-bid Conference on Wednesday April 24, 2002 at 9:30AM at the project site, West Eighth Avenue, Gloversville, New York as described in the Instructions to Bidders.

Bidders on this work will be required to comply with mandatory contract provisions as included in all Municipal/Consultant-Construction-Service Contracts for work performed as part of an eligible Environmental Restoration Project (Brownfield). The requirements for Bidders and Contractors under these provisions are explained in the Bidding and Contract Documents.

C.T. MALE ASSOCIATES, P.C.
02.02.00 CTMSPEC

RISEDORPH TANNERY
BUILDING DEMOLITION

C.T. Male Associates, P.C. reserves the right to waive any informalities or irregularities in the Bids received, or to reject any or all Bids without explanation.

By Order of:
C.T. Male Associates, P.C.
Dave W. Roecker, PE
Vice President, Environmental Services

END OF SECTION 00020

SECTION 00100

INSTRUCTIONS TO BIDDERS

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SECTION 00100

INSTRUCTIONS TO BIDDERS

(This document is based on EJCDC Document 1910-12, 1996 Edition, entitled "Guide to the Preparation of Instructions to Bidders".)

ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:

- A. *Bidder*--The individual or entity who submits a Bid directly to OWNER.
- B. *Issuing Office*--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- C. *Successful Bidder*--The lowest responsible Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office. The deposit, if any, will be refunded to each document holder of record who returns a complete set of Bidding Documents in good condition within 30 days after opening of Bids (for Bidders) or within seven (7) days after opening of Bids (for non-Bidders).

2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

2.04 Additional copies of the Bidding Documents may be purchased at the following non-refundable prices:

Additional complete set, per set	<u>\$50.00</u>
Set of Drawings, per set	<u>\$10.00</u>
Project Manual, per book	<u>\$40.00</u>
Individual Pages of Manual, per page	<u>\$0.12 (\$5.00 min.)</u>

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.01 To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request written evidence, such as financial data, previous experience, present commitments, and other such data as may be called for below (or in the Supplementary Instructions). Some or all of this data may be requested as part of the Bid by inclusion of a Bidder's Qualification Statement in the Bid Forms that must be completed by all Bidders. Each Bid must contain evidence of Bidder's qualifications to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract (see Bidder's Qualifications Statement).

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 *Subsurface and Physical Conditions*

A. The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.
2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in paragraph 4.01.A will be made available by OWNER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 4.02 of the General Conditions has been identified and established in paragraph 4.02 of 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.

4.02 *Underground Facilities*

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities, including OWNER, or others.

4.03 *Hazardous Environmental Conditions*

A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that ENGINEER has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in paragraph 4.03.A will be made available by OWNER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 4.06 of the General Conditions has been identified and established in paragraph 4.06 of 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.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 4.06 of the General Conditions.

4.05 On request, OWNER will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

To gain access to the site, contact Mr. Ronald Ellis, Director of Public Works, City of Gloversville, City Hall, 3 Frontage Road, Gloversville, New York 12078. Phone (518) 773-4557.

4.06 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by OWNER or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted. On request, OWNER will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;

D. carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and carefully study all reports and drawings of a Hazardous Environmental Condition, if any, at the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions;

E. obtain and carefully study (or assume responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

I. promptly give ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by ENGINEER is acceptable to Bidder; and

J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in

the Bidding Documents and the written resolutions thereof by ENGINEER are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

5.01 A pre-Bid conference will be held at 9:30 A.M. on Wednesday, April 24, 2002 at the project site, West Eighth Avenue, Gloversville, New York. Representatives of OWNER and ENGINEER will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. ENGINEER will transmit to all prospective Bidders of record such Addenda as ENGINEER considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 - SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Bidding Documents.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted in writing to Engineer/Architect. Attention: Dave W. Roecker, PE. Generally, all such questions should be submitted in writing to the above noted party at the following address: C. T. MALE ASSOCIATES, P.C., 50 Century Hill Dr., P.O. Box 727, Latham, NY 12110-0727, tel. (518) 786-7400. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER or ENGINEER.

ARTICLE 8 - BID SECURITY

8.01 Bid security is not required for this project.

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) also completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 - LIQUIDATED DAMAGES

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

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

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

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to OWNER in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to OWNER a list of all such Subcontractors, Suppliers, individuals, or entities 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 such Subcontractor, Supplier, individual, or entity if requested by OWNER. If OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, OWNER may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, in which case apparent Successful Bidder shall submit an acceptable 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.

12.02 If apparent Successful Bidder declines to make any such substitution, OWNER may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity 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 revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.06 of the General Conditions.

12.03 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom CONTRACTOR has reasonable objection.

12.04 Some or all of such identification of subcontractors and material and equipment suppliers may be requested as part of the Bid by inclusion of an appropriate form(s) in the Bid Forms that must be completed by all Bidders.

ARTICLE 13 - PREPARATION OF BID

13.01 The Bid form is included with the Bidding Documents. Additional copies may be obtained as prescribed in the Bid Form.

13.02 All blanks on the Bid form shall be completed by printing in ink or by typewriter, such that it is reproducible by copy machine, and the Bid signed. A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered. Any quantities shown for unit price items are only an estimate and are in no way guaranteed as final quantities.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

13.04 A Bid by a partnership shall 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 shall be shown below the signature.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member 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 below the signature.

13.06 A Bid by an individual shall show the Bidder's name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venture in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature.

13.08 All names shall be typed or printed in ink below the signatures.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form.

13.10 The address and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number for the state of the Project, if any, shall also be shown on the Bid form.

ARTICLE 14 - BASIS OF BID; EVALUATION OF BIDS

14.01 *Lump Sum*

A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid form.

ARTICLE 15 - SUBMITTAL OF BID

15.01 Each prospective Bidder is furnished one copy of the Bidding Documents with an unbound copy each of the Bid form, and, if required, the Bid Bond. The unbound copy of the Bid form is to be completed and submitted with the Bid security and other documentation required as part of the Bidding Requirements.

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked 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 shall 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 shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." Bids sent through the postal service shall be by registered mail.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 If within 72 hours after Bids are opened (or prior to award if less than 72 hours) any Bidder files a duly signed written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid

security will be returned. Thereafter, if the Work is re-bid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 - OPENING OF BIDS

17.01 Bids will be opened privately. An abstract of the Bids will be made available to Bidders after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN OPEN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain open subject to acceptance for 45 days after the Bid Opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 - AWARD OF CONTRACT

19.01 OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. OWNER may also reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, OWNER will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bidders, OWNER will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents. Owner reserves the right to reject the Bid of any Bidder who does not pass any such investigations to the Owner's satisfaction.

19.06 If the Contract is to be awarded, OWNER will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth OWNER's requirements as to performance and payment Bonds and insurance. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by such Bonds. Certain bond information may be requested of all Bidders by inclusion of a Bond Information Form in the Bidding Documents.

ARTICLE 21 - SIGNING OF AGREEMENT

21.01 When OWNER gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER. Within ten days thereafter, OWNER shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 - SPECIAL LEGAL REQUIREMENTS

22.01 Detailed Description of Work: see Division 1 - General Requirements.

22.02 Insurance: see General Conditions, Section 00700; and Supplementary Conditions - Modifications, Section 00810.

22.03 Non-Collusive Bidding Certification: see Bid Form, Section 00300; and Supplementary Conditions - Additional Articles, Section 00820.

22.04 Wage Rates: see Supplementary Conditions - Additional Articles, Section 00820, Article 21.

22.05 Cash Allowances: see General Conditions, Section 00700, paragraph 11.02; and Division 1 - General Requirements.

22.06 Retainage: see Agreement, Section 00500.

END OF SECTION 00100

EXCEPT FOR SITE MAPS
WHICH FOLLOWS AND ENDS ON PAGE 00100 - 11

SECTION 00300

BID FORM

(This document is similar to Suggested Bid Form, EJCDC Document 1910-1996 Edition.)

FOR: Building Demolition and Asbestos Abatement for Risedorph Tannery Building Brownfield Project

TO: C.T. MALE ASSOCIATES, P.C.
50 Century Hill Drive
P.O. Box 727
Latham, New York 12110

FROM: Ritter & Paratore Contracting, INC. 5/7/02
(Name of Bidder) (Date Bid Submitted)

1.1 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the 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.

2.1 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.1 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>5/1/02</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.6 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. 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.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.1 Bidder further represents that 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 agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4.2 Non-Collusive Bidding Certification - As required by Section 103-d of New York State General Municipal Law, the Bidder must complete and submit with the Bid the certification on page 00480-1.

5.1 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):
subject to increases or decreases for changes in the Work.

BASE BID

LUMP SUM CONTRACT PRICE ONE hundred thirty nine thousand -
three hundred thirty seven Dollars (\$ 139,337.⁰⁰)

6.1 Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.2 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

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

A. Required Bid Security, in the form of a certified check, bank check, or a Bid Bond in accordance with the Instructions to Bidders.

B. Required Bidder's Qualification Statement, with supporting data.

C. Subcontractor Listing.

D. Substitution Listing.

E. Non-Collusive Bidding Certification.

F. Performance Bond Information Form.

G. NYSDEC Mandatory Contract Clauses

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

9.1 Communication covering this Bid shall be addressed to the Bidder as indicated on the following signature page.

SUBMITTED on 5/7/02, ~~19~~^{xx}.

EMPLOYER's Tax ID No. 16-1388886.

State Contractor License No. _____ (If applicable)

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)

(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

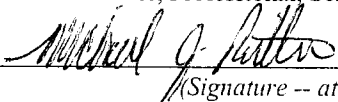
Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: Ritter & Paratore Contracting, Inc. (SEAL)

State of Incorporation: New York

Type (General Business, Professional, Service, Limited Liability): _____

By: 
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Michael J. Ritter

Title: President

(CORPORATE SEAL)

Attest _____
(Signature of Corporate Secretary)

Business address: 2222 State Route 5 Utica, NY 13502

Phone No.: (315)738-0136 FAX No.: (315)738-0181

Date of Qualification to do business is January, 1991

A Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Phone and FAX Number, and Address for receipt of official communications:

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

END OF SECTION 00300

SECTION 00430

SUBCONTRACTOR LISTING

Do you plan to subcontract any part of the Work?

YES ☒ NO ☐ If YES, list the name and address of all Subcontractors that you propose to use on this Contract and the Work assigned to each. Please print in ink or type in the spaces provided. Attach additional sheets if necessary.

This identification of subcontractors is required of all Bidders as part of their Bid and is in partial fulfillment of requirements in Article 12 of the Instructions to Bidders. Additional data on proposed Subcontractors may be requested from selected Bidders after the Bid Opening in accordance with Article 12.

Midlantic Environmental

42 Genesee St

New Hartford, N.Y. 13413

END OF SECTION 00430

SECTION 00480

NON-COLLUSIVE BIDDING CERTIFICATION

(Required by Section 103-d of the New York State General Municipal Law.)

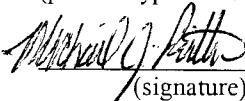
By submission of this Bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

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 the 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.

Ritter & Paratore COntacting, Inc.

(print or type name of Bidder)

By:

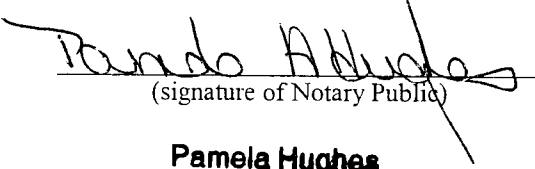

(signature)

Michael J. Ritter, President

(individual's name & title)

Subscribed and sworn to before me

this 7 day of May, 2002, xxx


(signature of Notary Public)

(Notary Stamp)

Pamela Hughes
Notary Public State of New York
Oneida County No. 4017808
My Commission Expires: 4/4/06

END OF SECTION 00480

SECTION 00485

PERFORMANCE BOND INFORMATION FORM

(To be completed and submitted with Bid Forms by all Bidders.)

Project Grant No. _____

Project Location Gloversville, New York

Construction Contract Number _____

Name of Contract Building Demolition, Risedorph Tannery

Name of Contractor Ritter & Paratore Contracting, Inc.

Address 2222 State Route 5 Utica, NY 13502

Bonding Company or Person Issuing Security Bond Massachusetts Bay Insurance Comp

Address 440 Lincoln Street Worchester, MA 01653

Bonding Company Agent Hatch Leonard Naples

Address 7381 Henry Clay Boulevard Liverpool, NY 13088

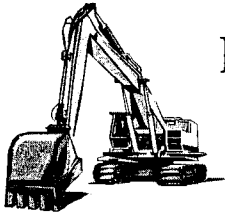
Amount of Bond* \$Contract Price As Awarded

Duration of Bond* One Year After Date of Final Payment

Identification Number of Bond Assigned When Bond is Furnished

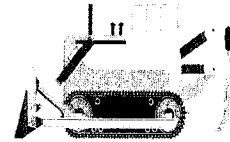
* Amount and duration of bond are in accordance with Paragraph 5.01 of the General Conditions and any applicable Supplementary Conditions.

END OF SECTION 00485



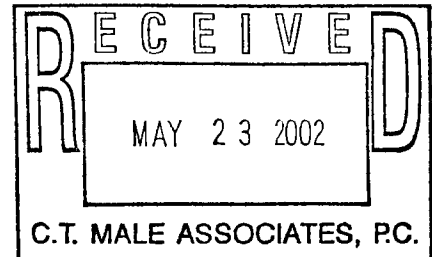
Ritter & Paratore Contracting Inc.

"Demolition & Sitework Specialists"



May 21, 2002

Mr. Jeffrey Marx
C.T. Male Associates, P.C.
50 Century Hill Drive
Latham, NY 12110-0727



RE: Asbestos Abatement/Building Demolition
Risedorph Tannery Building
Gloversville, New York
Project #00.6630


Dear Mr. Marx,

We are in receipt of your letter dated May 16, 2002 in reference to the above project. As per your request, we have enclosed the items as follows:

- 1) Bidder's Qualification Statement attached
- 2) We have thoroughly reviewed and understand the NYSDOL asbestos variances, including any special conditions related to this project.
- 3) Attached is a description of the construction and demolition disposal and materials recycling plan
- 4) Midlantic Environmental, Inc. will be the only sub-contractor. Their handling license and project reference list is included.
- 5) The schedule of values is attached
- 6) Required submittals will follow under separate cover.

Please review the requested items. If you have any questions, please call. We look forward to working with you on this project.

Very truly yours,


Michael J. Ritter
President

Statement of Contractor's Qualification

The Undersigned certifies that the information contained in this statement is true and sufficiently complete so as not to be misleading.

Submitted to: C.T. Male Associates, P.C.

Address: 50 Century Hill Drive
Latham, NY 12100

Submitted by: Michael J. Ritter

Name: Ritter & Paratore Contracting, Inc.

Address: 2222 State Route 5
Utica, NY 13502

Principal Office: Same as above

Corporation

Partnership

Individual

Joint Venture

Other

Name of Project (if applicable): Risedorph Tannery Demolitiion

General Construction

HVAC

Plumbing

Electrical

X Other Building Demolition

Organization Information

How many years has your organization been in business as a Contractor?

11

How many years has your organization done business under the current business name?

1

List any other or former business names that your organization has operated under.

Ritter Tree & Construction Services, Inc.

If your organization is a corporation:

Date of Incorporation: January, 1991
State of Incorporation: New York
President's Name: Michael J. Ritter
Vice-president's name(s):
Frank J. Paratore

Secretary's Name:

Treasurer's Name:

If your organization is a partnership:

Date of Organization:
Type of Partnership (if applicable):
Name(s) of general partner(s):

If your organization is individually owned:

Date of Organization:

Name of Owner:

If the form of your organization is other than the items listed above, describe it and name the principals:

N/A

Licensing

List jurisdictions and trade categories in which your organization is qualified to do business along with applicable registration and license numbers.

N/A

List jurisdictions in which your partnership or trade name is filed.

N/A

Experience

List the categories of work that your organization usually performs with its own personnel.

Building Demolition, Site Work

Claims and Suits. (If answering yes to any of the below, please attach detailed information)

Has your organization ever failed to complete work awarded to it?

No

Are there any outstanding or pending judgements, claims, arbitration proceedings or suits against your organization or officers? No

Has your organization filed any law suits or requested arbitration with regard to construction contracts in the last five years? No

During the last five years, has an officer or principal of your organization been an officer or principal with another organization when it failed to complete a construction project?

No

On a separate sheet, list the major construction projects your organization currently has in progress. List the name of the project, owner, architect, contract amount, completion percentage and the scheduled completion date.

The total worth of work in progress under contract:

See attached

On a separate sheet, list major projects that your organization has completed during the past five years. Please list the name of the project, owner, architect, contract amount, completion date and the percentage of work performed with your own personnel.

Average annual amount of construction performed during the last five years:

See Attached

On a separate sheet, list construction experience and existing commitments of the key individuals of your company.

References

List Trade References:

- 1) Earthwatch Waste Systems
4950 Genesee Street
Buffalo, NY 14225
(800)338-4797
- 2) Tracey Rd Equipment
P O Box 489
East Syracuse, NY 13057
(315)437-1471
- 3) Utica Mack, Inc
9426 River Road
Marcy, NY 13403
(315)797-1730.

Bank References:

NBT, Inc.
131 Oriskany Boulevard
Whitesboro, NY 13492

Surety Information:

Name of bonding company:

Massachussetts Bay

Name and address of agent:

Hatch Leonard Naples
7381 Henry Clay Boulevard
Liverpool, NY 13088

Financing

Attach a financial statement (audited if possible) including your organization's latest balance sheet and income statement. Please show the following items:

Current Assets

Net Fixed Assets

Other Assets

Current Liabilities

Other Liabilities

Name and address of preparing firm if applicable and date thereof:

Vincent Gilroy, Jr

Is the attached financial statement for the identical organization listed on the front page?

If not, explain the relationship of the organization in the financial statement and their financial responsibility.

Will the organization listed on the financial report act as guarantor of the contract?

Dated at this day of

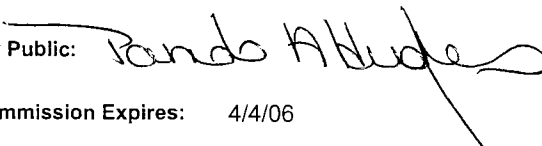
Name of Organization: Ritter & Paratore Contracting, Inc.

By: 

Title: President

I, Michael J. Ritter being
duly sworn deposes and says that the information provided herein is true and sufficiently complete
so as not to be misleading.

Subscribed and sworn before me this 21 day of May, 2002

Notary Public: 

My Commission Expires: 4/4/06

PROJECTS IN PROGRESS

- 1) Building #8 Demolition
Oneida Correctional Facility
NYS Office of General Services
Contact: Mark Barker
(315)339-6820 EXT. 226
Percent Complete: 80%
Contract Amount: \$246,826.00
Completion Date: June, 2002
- 2) Demolition of Various Structures
Commercial & Residential Building
City of Syracuse
Contact: Ted Koagel
(315)448-8657
Completion: Ongoing
- 3) Site Improvements
Morrisville Central School
King & King Architects
Contact: Elwood Miller
(315)682-6180
Percent Complete: 74%
Contract Amount: \$1,439,741.00
Completion Date: August, 2002
- 4) Site Work
Herkimer Elementary School
Collins & Scoville Architects
Contact: Randy Acee
(315)866-6345
Percent Complete: 67%
Contract Amount: \$2,096,677.00
Completion Date: August, 2002
- 5) Site Work
Ilion Central School
James Jordan Associates
Contact: James Jordan
(315)858-1820
Percent Complete: 62%
Contract Amount: \$2,988,193.00
Completion Date: June, 2003

6) Site Improvements
Proctor Senior High School
Utica City School District
Turner Construction Company
Contact: Marty Griffin
(315) 724-3260
Percent Complete: 23%
Contract Amount: \$4,275,055.00
Completion Date: September, 2003

PROJECTS COMPLETED

- 1) Building Demolition/Site Remediation
United Plating Superfund Project
Schenectady New York
NYS Department of Environmental Conservation
50 Wolf Road
Albany, NY 12202
Contact: Lech Dolata
(518)457-9285
Contract Value: \$1,569,447.00
Completion: May, 2000
- 2) Building Demolition/Asbestos Abatement
Two Large Airport Hangers
Stewart International Airport
Newburg, New York
AGNY, Inc.
1035 First Street
Newburg, New York
Contact: Tom Torkelson
(914)564-7200 Ext 224
Contract Value: \$1,599,90300
Completion: September, 2000
- 3) Building Demolition
Orange Plaza
Middletown, New York
Regional Construction Corp. (Construction Mgr)
3 Manhattanville Road
Purchase, NY 10577
Contact: Robert Smith
(914)694-4444
Contract Value: \$1,380,383.00
Completion Date: July, 2001
- 4) Building Demolition
Former North Parking Garage
County of Onondaga
J D Taylor Construction Co. (Construction Mgr)
P O Box 155
Eastwood Station
Syracuse, NY 13206
Contact: Roy Heil
(315)463-5204
Contract Value: \$1,626,071.00

Completion Date: August, 2001

- 5) Building Demolition
Former Bradlees Department Store
New Target Sore
Pyramid Company
C/O Sangertown Square
Route 5
New Hartford, NY 13413
Contact: Jim Dick
(315)797-8520
Contract Value: \$240,654.00
Completion Date: December, 2001

VINCENT J. GILROY Jr.
C.P.A.

ITTER & PARATORE CONTRACTING INC.
FINANCIAL STATEMENTS

DECEMBER 31, 2001

RITTER & PARATORE CONTRACTING INC.

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VINCENT J. GILROY, JR.
CERTIFIED PUBLIC ACCOUNTANT

February 5, 2002

Ritter & Paratore Contracting, Inc.
2222 State Route 5
Utica, New York 13502

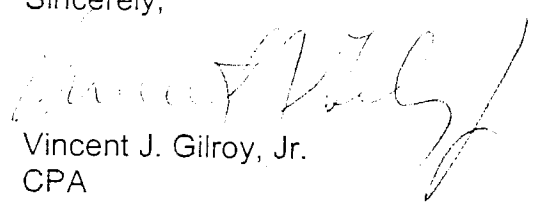
Dear Sir or Madam,

I have reviewed the accompanying balance sheet of RITTER & PARATORE CONTRACTING, INC. (a corporation) as of December 31, 2001 and 2000, and the related statements of income, retained earnings and cash flows for the years then ended, in accordance with standards established by the American Institute of Certified Public Accountants. All information included in these financial statements is the representation of management of RITTER & PARATORE CONTRACTING, INC.

A review consists principally of inquiries of company personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, I do not express such an opinion.

Based on my reviews, I am not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with generally accepted accounting principles.

Sincerely,


Vincent J. Gilroy, Jr.
CPA

RITTER & PARATORE CONTRACTING INC.**COMPARATIVE BALANCE SHEET**

As at December 31, 2001 & 2000

	<u>ASSETS</u>	
	<u>2001</u>	<u>2000</u>
<u>CURRENT ASSETS</u>		
Cash	898	29,915
Accounts Receivable-Net	2,679,130	2,913,248
Prepaid Expenses	5,946	0
Work In Progress	68,591	283,090
Workers Comp. Deposit	31,835	95,230
Total Current Assets	<u>2,786,400</u>	<u>3,321,483</u>
 <u>PROPERTY, PLANT & EQUIPMENT</u>		
(See Note D)		
Equipment	2,223,416	1,791,134
Land & Building	203,375	200,873
Leasehold Improvements	13,680	13,680
Office Equipment	27,863	27,863
Vehicles	557,025	502,652
	<u>3,025,359</u>	<u>2,536,202</u>
Less: Accum. Depreciation	1,108,381	857,737
Total Prop., Plt. & Equipment	<u>1,916,978</u>	<u>1,678,465</u>
 <u>OTHER ASSETS</u>		
Officers Loan Rec.(Note E)	309,066	11,640
Overweight Permits	6,500	6,500
Total Other Assets	<u>315,566</u>	<u>18,140</u>
 <u>TOTAL ASSETS</u>	<u><u>5,018,944</u></u>	<u><u>5,018,088</u></u>

RITTER & PARATORE CONTRACTING INC.**COMPARATIVE BALANCE SHEET**

As at December 31, 2001 & 2000

LIABILITIES & STOCKHOLDERS EQUITY

	<u>2001</u>	<u>2000</u>
<u>Current Liabilities</u>		
Notes Payable to Bank	905,000	1,000,000
Current Portion of Debt	197,010	169,609
Accounts Payable	507,493	1,285,175
Accrued Expenses	52,783	41,815
Total Current Liabilities	<u>1,662,286</u>	<u>2,496,599</u>
<u>Long Term Debt, (Note F)</u>		
Less: Current Maturities	<u>860,351</u>	<u>778,942</u>
TOTAL LIABILITIES	2,522,637	3,275,541
<u>STOCKHOLDERS EQUITY</u>		
Common Stock - No Par Value		
10 Shares Authorized & Outstanding	1,000	1,000
Additional Paid In Capital	271,211	271,211
Retained Earnings	2,224,096	1,470,336
Total Stockholders Equity	<u>2,496,307</u>	<u>1,742,547</u>
<u>TOTAL LIABILITIES & STOCKHOLDERS</u>		
<u>EQUITY</u>	<u>5,018,944</u>	<u>5,018,088</u>

RITTER & PARATORE CONTRACTING INC.

COMPARATIVE STATEMENT OF INCOME & RETAINED EARNINGS

For The Years Ending December 31, 2001 & 2000

	<u>2001</u>		<u>2000</u>	
REVENUE (Note G)	8,185,228	100.0%	5,466,243	100.0%
COST OF OPERATIONS	<u>7,091,678</u>	86.6%	<u>4,573,188</u>	83.7%
GROSS PROFIT	1,093,550	13.4%	893,055	16.3%
GENERAL & ADMINISTRATIVE EXPENSES	<u>379,520</u>	4.6%	<u>350,960</u>	6.4%
INCOME FROM OPERATIONS	714,030	8.7%	542,095	9.9%
<u>ADD: OTHER INCOME</u>				
Rental Income	23,140	0.3%	18,400	0.3%
Purchase Discounts	3,160	0.0%	1,958	0.0%
Interest Income	4,330	0.1%	208	0.0%
Gain on Sale/Fixed Assets	9,826	0.1%	24,652	0.5%
TOTAL OTHER INCOME	<u>40,456</u>	0.5%	<u>45,218</u>	0.8%
NET INCOME BEFORE TAX	754,486	9.2%	587,313	10.7%
PROVISION FOR INCOME TAX	<u>726</u>	0.0%	<u>140</u>	0.0%
NET INCOME	753,760	9.2%	587,173	10.7%
RETAINED EARNINGS BEGINNING OF THE YEAR	1,470,336		1,062,163	
DIVIDEND DISTRIBUTIONS	<u>0</u>		<u>179,000</u>	
<u>RETAINED EARNINGS</u> <u>END OF THE YEAR</u>	<u><u>2,224,096</u></u>		<u><u>1,470,336</u></u>	

RITTER & PARATORE CONTRACTING INC.

COMPARATIVE STATEMENT OF CASH FLOWS

For The Years Ending December 31, 2001 & 2000

	2001	2000
<u>CASH FLOW FROM OPERATING ACTIVITIES</u>		
NET INCOME	753,760	587,173
ADJUSTMENTS TO RECONCILE NET INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES		
Depreciation & Amortization	275,333	221,217
(Gain) on Sale of Fixed Assets	(9,826)	(24,652)
<u>(Increase) Decrease Cash From Other Operating Items</u>		
Accounts Receivable - Trade	234,118	(1,920,738)
Prepaid Corporation Tax	(5,946)	0
Work In Progress	214,499	6,299
Workers Compensation Deposit	63,395	(77,670)
Accounts Payable	(777,682)	1,110,363
Accrued Expenses	10,968	(17,793)
Net Cash Provided (Used) by Operating Activities	<u>758,619</u>	<u>(115,801)</u>
<u>CASH FLOW FROM INVESTING ACTIVITIES</u>		
Stockholders Loans	(297,426)	(7,916)
Sale of Fixed Assets	72,663	190,734
Purchase of Fixed Assets	(576,683)	(618,074)
Net Cash Provided (Used) by Investing Activities	<u>(801,446)</u>	<u>(435,256)</u>
<u>CASH FLOW FROM FINANCING ACTIVITIES</u>		
Dividend Distributions	0	(179,000)
Notes Payable to Bank	(95,000)	500,000
Notes Payable - Current	27,401	(2,588)
Notes Payable - Long Term	81,409	248,471
Net Cash Provided (Used) by Financing Activities	<u>13,810</u>	<u>566,883</u>
NET INCREASE IN CASH	(29,017)	15,826
ADD: CASH AT BEGINNING OF THE YEAR	<u>29,915</u>	<u>14,089</u>
<u>CASH BALANCE END OF YEAR</u>	<u><u>898</u></u>	<u><u>29,915</u></u>

RITTER & PARATORE CONTRACTING INC.

COMPARATIVE STATEMENT OF OPERATING EXPENSES

For The Years Ending December 31, 2001 & 2000

	2001		2000	
<u>COST OF OPERATIONS</u>				
Dumping Fees	506,613	6.2%	291,427	5.3%
Wages	1,037,869	12.7%	604,065	11.1%
Cost of Construction Sold	(152,728)	-1.9%	(63,587)	-1.2%
Depreciation	265,461	3.2%	212,547	3.9%
Insurance & Bonding	333,546	4.1%	134,573	2.5%
Subcontractors	2,938,314	35.9%	1,783,057	32.6%
Materials	648,028	7.9%	773,885	14.2%
Gas & Oil	149,025	1.8%	111,221	2.0%
Equipment & Vehicle Maintenance	107,983	1.3%	93,384	1.7%
Backfill	753,701	9.2%	297,771	5.4%
Supplies	23,048	0.3%	15,539	0.3%
Payroll Taxes	99,644	1.2%	70,904	1.3%
Equipment Rental	189,360	2.3%	52,329	1.0%
Interest Expense	92,848	1.1%	101,350	1.9%
Demolition Expense	5,930	0.1%	10,195	0.2%
Vehicle Registration	3,301	0.0%	4,228	0.1%
Highway Taxes	4,688	0.1%	4,187	0.1%
Travel & Entertainment	39,752	0.5%	37,700	0.7%
Employee Benefits (Note H)	13,295	0.2%	0	0.0%
Communications Expense	0	0.0%	648	0.0%
Outside Services	24,357	0.3%	25,292	0.5%
Licenses	429	0.0%	560	0.0%
Plans	469	0.0%	1,200	0.0%
Permits	6,745	0.1%	10,713	0.2%
Total Cost of Operations	7,091,678	86.6%	4,573,188	83.7%

GENERAL & ADMINISTRATIVE EXPENSES

Advertising	20,257	0.2%	20,496	0.4%
Office Wages	87,111	1.1%	76,949	1.4%
Officer's Wage	147,000	1.8%	132,600	2.4%
Rent Expense (Note I)	7,680	0.1%	9,241	0.2%
Utilities	32,345	0.4%	34,474	0.6%
Professional Fees	4,420	0.1%	3,515	0.1%
Dues & Publications	7,685	0.1%	6,538	0.1%
Education & Training	17,910	0.2%	1,360	0.0%
Insurance - Officer's Life (Note J)	1,505	0.0%	1,505	0.0%
Miscellaneous	1,872	0.0%	3,914	0.1%
Office Expense	8,212	0.1%	8,776	0.2%
Payroll Taxes	22,484	0.3%	24,664	0.5%
Penalties & Fines	113	0.0%	960	0.0%
Maintenance	2,399	0.0%	7,639	0.1%
Bad Debt Expense	2,000	0.0%	2,800	0.1%
Depreciation	9,872	0.1%	8,670	0.2%
Real Estate Taxes	6,655	0.1%	6,859	0.1%
Total General & Admin. Exp.	379,520	4.6%	350,960	6.4%

NOTES TO THE FINANCIAL STATEMENTS

1. SIGNIFICANT ACCOUNTING POLICIES

A. Company's activities and operating cycle.

The company operates on a calendar year basis. Income and expenses are recorded on the accrual basis for financial statement purposes, and on the cash basis for tax reporting purposes.

B. Accounts Receivable

During calendar year 2001, the allowance for bad debt was increased. As at December 31, 2001 the allowance account totals \$6,000.00

C. Income Taxes

The corporation elected to be taxed as a sub chapter s corporation. Therefore, the stockholders report corporate income on their personal income tax returns, and are responsible for all income taxes. Corporate taxable income (loss) to the stockholders will be \$376,128 for the year ended December 31, 2001. The company had approximately \$377,632 as at December 31, 2001 and \$587,173 as at December 31, 2000 of net untaxed income. This was the result of differences between the cash and accrual method of accounting.

D. Property and Equipment.

Depreciation on fixed assets is done using various methods over the following useful lives.

Equipment	5 to 10 years
Buildings & Leasehold Improvements	15 to 39 years
Office Equipment	5 to 10 years
Vehicles	5 years

During 1996 management decided to depreciate all assets purchased after January 1, 1994 under the S/L method of depreciation. This change was made to more accurately reflect the actual useful lives of heavy construction equipment owned by the company.

E. Advances to Stockholder

The company has made various advances to its two stockholders, Michael J. Ritter and Frank J.Paratore. At the present time, management has not decided on the terms of repayment.

RITTER & PARATORE CONTRACTING INC.

NOTES TO THE FINANCIAL STATEMENTS

(continued)

F. Financing Arrangements

The company has a working capital line of credit with Central National Bank of \$2,000,000, of which \$905,000 was in use at December 31, 2001.

The loan bears interest at prime and is secured by a first collateral lien on all business assets.

Long-Term debt has been personally guaranteed by the stockholders and consisted of the following as at December 31, 2001 and 2000:

	<u>2001</u>	<u>2000</u>
Revolving Equipment Line of Credit - Central National Bank to be used to purchase equipment. Repayable over a 48 month period at prime rate. Collateralized by a first lien on equipment.	225,239	0
Term loan with Central National Bank payable over 48 months at a fixed rate of 8%. Secured by equipment.	264,843	0
Revolving Line of Credit with Central National Bank to be used to purchase equipment. Repayable over a 48 month period at prime rate. Collateralized by a first lien on specific equipment.	0	325,000
Term loan with Central National Bank payable over 60 months at a fixed rate of 8.5%. Secured by a first lien on all business assets.	491,341	528,015
Loan Savings Bank of Utica Maturity Date of 9-8-04 Interest Rate of 7.9%	18,835	24,734
Term loan with Ford Credit 36 months at a fixed rate of 0.0%, Secured by a first lien on the vehicle	33,147	0
Various Equipment loans with CIT were in use at December 31, 2001 and 2000 amortizable over 60 months at below prime	23,956	70,802
TOTAL DEBT	<u>1,057,361</u>	<u>948,551</u>
LESS: CURRENT PORTION	<u>197,010</u>	<u>169,609</u>
	<u><u>860,351</u></u>	<u><u>778,942</u></u>

G. Revenue Recognition

The company recognizes its revenue on the percentage of Completion method for financial statement purposes.

RITTER & PARATORE CONTRACTING INC.

NOTES TO THE FINANCIAL STATEMENTS

(continued)

H Employee Defined Contribution Plan

The company established a 401-K plan covering all eligible employees effective January 12, 2000. The plan is offered to all full time and part time employees over the age of 18. Employee contributions are fully vested from date of contribution. Employer contributions are allowed if the company elects to make them. Vesting of employer contributions amounts to 20% per year with full vesting after five years. For the year ended December 31, 2001 the company has elected to contribute 1% of eligible wages to the plan, in the amount of \$7,551.40.

I. Building Rent

The company is renting office space from Michael J. Ritter. The Rental is on a month to month basis. Total rent expense for the years ended December 31, 2001 and 2000 amounted to \$7,680 and \$9,241 respectively. Furthermore, the Company pays the real estate taxes and other expenses on the property.

J. Officer Life Insurance

The company owns and is the beneficiary of term life insurance in the amount of \$500,000 on the lives of its two stockholders, Michael J. Ritter and Frank J. Paratore. The proceeds of these policies would be used to fund the buy sell agreement due to the death of one of the stockholders

VINCENT J. GILROY, JR.
CERTIFIED PUBLIC ACCOUNTANT

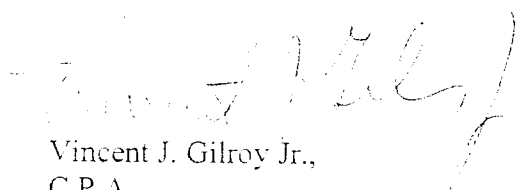
February 5, 2002

Ritter & Paratore Contracting, Inc.
2222 Route 5
Utica, NY 13502

Gentlemen:

The accompanying supplemental schedule to the financial statements of RITTER & PARATORE CONTRACTING, INC. was prepared in conjunction with the review of the company for the year then ended, December 31, 2001 and 2000 and is presented for the supplementary analysis purposes and was compiled from information that is the representation of management. We do not express and opinion or any other assurance on such data.

Sincerely:



Vincent J. Gilroy Jr.,
C.P.A.

RITTER & PARATORE CONTRACTING, INC.

WORK IN PROGRESS

For the Year Ended December 31, 2001

JOB NAME	CONTRACT AMOUNT TO DATE	COST TO DATE	COST TO DATE & EST. COST TO COMPLETE	PERCENTAGE COMPLETE	REVENUE EARNED THRU 12/31/01	BILLED THRU 12/31/01	WORK IN PROGRESS
Camden Central School	2,174,079	1,987,557	1,987,557	100%	2,174,079	2,170,579	3,500
Dolgeville CSD *	1,363,692	1,163,832	1,163,832	100%	1,363,692	1,362,633	1,059
North Parking Garage *	1,626,071	1,259,838	1,259,838	100%	1,626,071	1,554,849	71,222
Watertown City School	495,235	388,411	401,911	96.6%	478,397	485,862	(7,465)
Morrisville CSD	1,371,397	767,774	1,049,565	73.2%	1,003,863	1,061,189	(57,326)
Ilion Central School	3,000,659	1,242,669	2,132,600	58.3%	1,749,384	1,816,867	(67,483)
Herkimer Central	2,136,119	1,212,487	1,865,726	65.0%	1,388,529	1,389,054	(525)
TR Proctor Sr Hg	4,275,055	309,592	3,636,055	8.5%	363,807	339,440	24,367
City of Syracuse	123,999	65,228	82,116	79.4%	98,455	0	98,455
NYS OGS	263,224	2,225	188,867	1.2%	2,787	0	2,787
<u>Total</u>	<u>16,829,530</u>	<u>8,399,613</u>	<u>13,768,067</u>		<u>10,249,064</u>	<u>10,180,473</u>	<u>68,591</u>

* Jobs are completed with the exception of the final project closeout documents

JOBS COMPLETED

JOB NAME	Gross Revenue	Cost	Gross Profit
Camden Central School	2,174,079	1,987,557	186,522
Dolgeville CSD	1,363,692	1,163,832	199,860
North Parking Garage	1,626,071	1,259,838	366,233
Orange Parking Garage	1,533,111	1,123,084	410,027
Bradless Demo	240,654	130,017	110,637
	<u>6,937,607</u>	<u>5,664,328</u>	<u>1,273,279</u>

CONSTRUCTION AND DEMOLITION DISPOSAL MATERIALS RECYCLING

Construction and demolition material will be hauled to and disposed of at the Fulton County Landfill as per the project specifications. All steel, metal and wood beam salvage will be hauled off site to a salvage scrap yard. All friable and non-friable asbestos material will be properly bagged or put in lined containers and hauled to the Fulton County Landfill for proper disposal as per the project specifications.

Project Line Items

Project ID: 02-03

Description: Building Demolition

For/Owner: City of Gloversville

Original Contract Price: \$139,337.00

Line #	Description	Amount	Type	Date	Chg #
1	Mobilization/Demobilization	\$7,500.00	O	05/08/2002	
2	Bonds and Insurance	\$6,500.00	O	05/08/2002	
3	Fencing: Chain Link, Orange Mesh, Silt	\$7,500.00	O	05/08/2002	
4	Utility Termination	\$3,500.00	O	05/08/2002	
5	Asbestos Abatement	\$47,500.00	O	05/08/2002	
6	Building Demolition	\$60,837.00	O	05/08/2002	
7	Project Close Out/Final Clean UP	\$6,000.00	O	05/08/2002	
Total Scheduled Value:		\$139,337.00			



STATE OF NEW YORK - DEPARTMENT OF LABOR
DIVISION OF SAFETY AND HEALTH
License and Certificate Unit
BUILDING 12, Room 161
STATE CAMPUS
ALBANY, NY 12240

ASBESTOS HANDLING LICENSE

LICENSE NUMBER: 99-0460

DATE OF ISSUE: 06/13/01

EXPIRATION DATE: 06/30/02

Contractor: Midlantic Environmental, Inc.

Address: 42 Genesee Street
New Hartford, NY 13413

Duly Authorized Representative: John Massa

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. The licensee verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Richard Cucolo, Director
FOR THE COMMISSIONER OF LABOR

SH 432 (10-00)

MIDLANTIC ENVIRONMENTAL, INC.

42 Genesee Street
New Hartford, NY 13413
Tel. (315) 798-8026 Fax (315) 798-8027

PARTIAL LIST OF COMPLETED PROJECTS

PROJECT	CONTACT
Roberson Museum Binghamton, NY Contract Amt. \$55,000	Mark Andrews Garbade Construction Co. (607) 754-9609
Maine-Endwell School District Maine, NY Contract Amt. \$ 229,000	Jim Cox Garbade Construction Co. (607) 754-9609
Cornell University-Plant Science Bldg Ithaca, NY Contract Amt. \$137,000	Robert Porter Bette & Cring. LLC (315) 782-0074
Conmed Corporation Utica, NY Contract Amt. \$184,650	Carl Cuccaro, Operations Conmed Corporation (315) 797-8375 ext. 3995
Fayetteville Manlius CSD Fayetteville, NY Contract Amt. \$384,587	Jack Eisenbach, Architect Jack Eisenbach Engineering, P.C. (315) 735-1916
Munson Williams Proctor Institute Utica, NY Contract Amt. \$39,000	Ben Heintz H. R. Beebe Co. Inc. (315) 724-6177
Faxton Hospital - Weaver Bldg Utica, NY Contract Amt \$137,500	Steve Brown, Operations Faxton - St. Luke's Health Care (315) 798-6143
Cazenovia College Cazenovia, NY Contract Amt. \$142,500	Angela Correll Jack Eisenbach Engineering, P.C. (315) 735-1916
Former Foster Paper Utica, NY Contract Amt. \$126,000	Debbie Dey City of Utica (315) 792-0152
Susquehanna Valley School District Susquehanna, NY Contract Amt. \$ 324,000	Dean Jordan Bearsch Compeaux Knudson (607) 772-0007

SECTION 00500

AGREEMENT

(This document is similar to Standard Form of Agreement Between Owner and Contractor on the basis of a stipulated price, EJCDC Document 1910-8-A-1, 1996 Edition.)

THIS AGREEMENT is by and between C.T. Male Associates, P.C.

(hereinafter called OWNER) and RITTER & PARATORE CONTRACTING, INC.

(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Risedorph Tannery
Main Tannery Building Demolition Project
130-146 West Eighth Avenue, Gloversville, New York

ARTICLE 2 - THE PROJECT

2.1 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Demolition of the Main Tannery Building located at 130-146 West Eighth Avenue, Gloversville, New York after the removal of any and all asbestos containing materials as part of this contract. This work includes recycling of iron/ steel and other salvageable metals from the facility and leaving the concrete floor slab to the building in-place. All of the demolition debris must be transported to Fulton County Landfill by the Contractor and the City of Gloversville will coordinate and pay tipping fees. The three warehouse structures also located on the West Eighth Avenue property are to remain in-place and shall be maintained during the completion of the project.

ARTICLE 3 - ENGINEER

The Project has been designed by C.T. Male Associates, P.C., 50 Century Hill Dr., P.O. Box 727, Latham, NY 12110-0727, tel. (518) 786-7400, who is hereinafter called ENGINEER/ARCHITECT and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER and ENGINEER/ARCHITECT in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time 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 Dates for Substantial Completion and Final Payment

A. The Work will be substantially completed within forty-five (45) days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within sixty (60) days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. 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), CONTRACTOR shall pay OWNER \$500.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$1,000.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A, 5.01.B, and 5.01.C below:

The total lump sum amount of the Contract is ONE HUNDRED THIRTY NINE THOUSAND - THREE HUNDRED THIRTY SEVEN dollars
(\$ 139,337.00) based on the prices set forth in the Bid Form for the Base Bid.

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 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 account of the Contract Price on the basis of CONTRACTOR's Applications for Payment within 90 days during performance of the Work as provided in paragraphs 6.02.A.1 and

6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of 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 in the General Requirements:

As required by Section 106-b of New York State General Municipal Law, when an acceptable Performance Bond and Labor and Materials Payment Bond have been furnished in accordance with paragraph 5.01 of the General Conditions:

1. Prior to Substantial Completion progress payments will be 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 ENGINEER/ARCHITECT shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions (including any amounts necessary to satisfy any claims, liens, or judgments against CONTRACTOR which have not been suitably discharged):

95% of the Work completed (resulting from a 5% retainage), and

95% of materials and equipment not incorporated in the Work (resulting from a 5% retainage), but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02 of the General Conditions.

2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price (resulting from 0% retainage), less such amounts as ENGINEER/ARCHITECT shall determine, or OWNER may withhold, in accordance with paragraph 14.02.B.5 of the General Conditions and less such amounts as follows:

- a. Two times the value of any uncompleted items of Work.
- b. An amount necessary to satisfy any claims, liens or judgments against the CONTRACTOR which have not been suitably discharged.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07 within 90 days of receipt of application for payment.

ARTICLE 7 - INTEREST

7.01 Any monies not paid when due herewith will bear no interest.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any 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 Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement, Section 00500 (pages 1 to 8, inclusive).
2. Exhibits to this Agreement (None).
3. Bonds and Certificates.
 - a. Performance Bond, Section 00610 (pages 1 to 1, inclusive including attachments).
 - b. Labor and Materials Payment Bond, Section 00620 (pages 1 to 1, inclusive, including attachments).
 - c. The Bonds.
 - d. Supplements to Bond Forms, Section 00630 (pages 1 to 9, inclusive).

- e. Certificates of Insurance, Section 00650 (pages 1 to 1, inclusive).
4. Notice of Award (not attached hereto).
5. Standard General Conditions of the Construction Contract, Section 00700 (pages 1 to 44, inclusive).
6. Supplementary Conditions
 - a. Modifications to General Conditions, Section 00810 (pages 1 to 9, inclusive).
 - b. Additional Articles, Section 00820 (pages 1 to 44, inclusive).
 - c. NYSDEC Mandatory Contract Clauses, Section 00820 (pages 41-44, inclusive)
7. Specifications bearing the title:
Building Demolition and Asbestos Abatement for Risedorph Tannery Brownfield Project
C.T. Male Associates, P.C., 50 Century Hill Drive, Albany County, Latham, New York
and consisting of 3 divisions and 208 pages, as listed in the table of contents thereof.
8. Drawings (not attached hereto) consisting of 2 sheets as listed in the Drawings Index, Section 00851, with each sheet bearing the following general title:
Demolition Plan – Risedorph Tannery
Dwg. No. 02-183
9. Addenda and Modifications (numbers -- to --, inclusive) as included in Section 00900.
10. Contractors Bid
 - a. Bid Form, Section 00300 (pages 1 to 6, inclusive).
 - b. Supplements to Bid Form
 - 1) Bidder's Qualification Statement, Section 00420 (pages 1 to 3, inclusive).
 - 2) Subcontractor Listing, Section 00430 (pages 1 to 1, inclusive).
 - 3) Non-Collusive Bidding Certification, Section 00480 (page 1 to 1, inclusive).
 - 4) Performance Bond Information Form, Section 00485 (page 1 to 1, inclusive).
11. Documentation submitted by CONTRACTOR prior to Notice of Award (pages 1 to 28, inclusive).
12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions. These may include such items as Field Orders, Change Orders, Work Directive Changes, Approved Shop Drawings, etc.
 - B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
 - C. There are no Contract Documents other than those listed above in this Article 9.
 - D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Other Provisions*

- A. None.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One or more counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER/ARCHITECT. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER/ARCHITECT on their behalf.

This Agreement will be effective on August 9, 2002 (Effective date to be filled in by last party to sign Agreement, usually OWNER, and, unless otherwise desired, should normally be the date when the last party fully signs and executes the Agreement, see General Conditions, Section 00700, Article 1. Date of Agreement on first page may be different and is only for convenience in identifying the Agreement.)

OWNER: C.T. Male Associates, P.C.
(print or type company, corporate or municipal name)

By: [Signature] David W. Roecker, P.E.
(signature) (print individual's name & title)
V.P., Environmental Services

Attest (officer or notary public):

Linda D. Rosenthal
(signature)

LINDA D. ROSENTHAL
Notary Public, State of New York
No. 01RO6017751
Qualified in Albany County
Commission Expires Dec. 21, 2002

(name & title, or notary stamp)

(Corporate or Municipal Seal)

Address for Giving Notices: _____

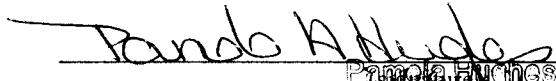
If OWNER is a public body, attach evidence of authority to sign and resolution or other document authorizing execution of Agreement.

CONTRACTOR: RITTER & PARATORE CONTRACTING, INC.
(print or type company name)

By: 
(signature)

Michael J. Ritter President
(print individual's name & title)

Attest (officer or notary public):


Pamela Hughes
Notary Public State of New York
Onida County No. 4917303
My Commission Expires 4/4/06
(name & title, or notary stamp)

(Corporate Seal)

Address for Giving Notices: 2222 State Route 5
Utica NY 13502

License No. _____

Agent for Service of Process (name & address): _____

same as above

IF CONTRACTOR is a partnership, all partners must sign.

IF CONTRACTOR is a corporation, a president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) must sign.

IF CONTRACTOR is a joint venture, each joint venturer must sign.

END OF SECTION 00500

C.T. MALE ASSOCIATES, P.C.
3/15/82 CTMSPEC

RISEDORPH TANNERY
BUILDING DEMOLITION

SECTION 00610
PERFORMANCE BOND

Attach bond here.

END OF SECTION 00610

ATTACH TO PAGE 00610 - 1

PERFORMANCE BOND FORM

BOND NUMBER: RCS1714488

KNOW ALL MEN BY THESE PRESENTS: that

Ritter & Paratore Contracting, Inc.

(Name of Contractor)

2222 State Rte 5 Utica NY 13502

(Address of Contractor)

Corporation

(Individual, Partnership, Corporation, Joint Venture)

hereinafter called PRINCIPAL, and

Massachusetts Bay Insurance Company

(Name of Surety)

P.O. Box 9801 Portland ME 04104

(Address of Surety)

a corporation created and existing under the laws of the State of NY
hereinafter called SURETY, are
held and firmly bound unto

City of Gloversville

(Name of Owner)

130-146 W. 8th Avenue Gloversville NY

(Address of Owner)

hereinafter called OWNER, in the penal sum of One Hundred Thirty Nine Thousand

Three Hundred Thirty Seven Dollars (\$ 139,337.00).

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves,
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract
with the OWNER, dated the 24 day of June, 192002, a copy of which is hereto
attached and made a part hereof for the construction of:

Tannery Building Demolition

Risedorph

(continued on page 00630 - 1)

END OF FORM

MARCH 2002

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C.T. MALE ASSOCIATES, P.C.
3/15/82 CTMSPEC

RISEDORPH TANNERY
BUILDING DEMOLITION

SECTION 00620

LABOR AND MATERIALS PAYMENT BOND

Attach bond here.

END OF SECTION 00620

ATTACH TO PAGE 00620 - 1

LABOR AND MATERIALS PAYMENT BOND FORM

BOND NUMBER: BCS1714488

KNOW ALL MEN BY THESE PRESENTS: that

Ritter & Paratore Contracting, Inc.
(Name of Contractor)

2222 State Route 5, Utica, NY 13502
(Address of Contractor)

a Corporation
(Individual, Partnership, Corporation, Joint Venture)
hereinafter called PRINCIPAL, and

Massachusetts Bay Insurance Company
(Name of Surety)

P.O. Box 9801 Portland, ME 04104
(Address of Surety)

a corporation created and existing under the laws of the State of NY
hereinafter called SURETY, are held and firmly bound unto

City of Gloversville
(Name of Owner)

130-146 West 8th Avenue, Gloversville, NY
(Address of Owner)

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the penal sum of

One Hundred Thirty-Nine Thousand Three Hundred Thirty-Seven Dollars (\$ 139,337.00).

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the 24 day of June, ~~XX~~2002, a copy of which is hereto attached and made a part hereof for the construction of:

Tannery Building Demolition

(Risedorph)

(continued on page 00630 - 1)

END OF FORM

MARCH 2002

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SECTION 00630

SUPPLEMENTS TO BOND FORMS

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, if the Contractor, hereinafter referred to as the Principal, and his/her successors or assigns, or any or either of them, shall:

1. Well and truly and in good, sufficient and workmanlike manner, perform and cause to be performed said contract, and any amendment or extension of , or addition thereto, and each and every of the covenants, promises, agreements, and provisions therein, stipulated and contained to be performed by said Principal, and complete the same within the period therein mentioned, and in each and every respect, comply with the conditions therein mentioned to be complied with by said Principal, and fully indemnify and save harmless the Obligee from all costs and damages which it may suffer by reason of failure so to do and fully reimburse and repay an Obligee all outlay and expense which it may incur in making good any such default; and,
2. also pay or cause to be paid the wages and compensation for labor performed and services rendered of all persons engaged in the prosecution of the work provided for therein, whether such persons be agents, servants, or employees of the Principal and of his successors or assigns, as listed in (1) above, or of any subcontractor or any assignee of laborers or of mechanics regardless of any contractual relationship between the Principal, or successors, or assigns, or any subcontractor, or any assignee thereof, and such laborers or mechanics, but not including office employees not regularly stationed at the site(s) of the work, and further, shall pay or cause to be paid all lawful claims of subcontractors and of materialmen and other third persons arising out of, or in connection with, said contract and the work, labor, services, supplies, and materials, furnished in and about the performance and completion thereof, then these obligations shall be null and void, otherwise they shall remain in full force and effect.

Provided, however, that these bonds are subject to the following additional conditions and limitations:

1. All persons who have performed labor or rendered services, as aforesaid, all subcontractors, and all persons, firms, corporations, including workmen and third persons, as aforesaid, furnishing work, labor, services, supplies, and material under or in connection with said contract or in or about the performance and completion thereof, shall have a direct right of action (subject to the prior right of the Obligee under any claim which it may assert against the Principal and his/her successors and assigns, and/or the Surety and its successors and assigns) against the Principal and his/her successors and assigns, and/or the Surety and its successors and assigns, on the Bond, which right of action shall be asserted in proceedings instituted in the State in which such work, labor, services, supplies, or material, was performed, rendered, or furnished, as aforesaid, and if in more than one State, then in any such State.

Insofar as permitted by the laws of such State, said right of action shall be asserted in a proceeding instituted in the name of the Obligee to the use and benefit of the individual, firm, or corporation instituting such actions and of all other individuals, firms, or corporations having claims hereunder, and any other individual, firm, or corporation having a claim hereunder, shall have the right to be made a party of such proceedings, (but not later than one (1) year after the performance of said contract and final settlement thereof), and to have such claim adjudicated in such action and judgment rendered thereon. Prior to the institution of such a proceeding by individual, firm, or corporation, in the name of the Obligee, as aforesaid, such individual firm, or corporation shall furnish the Obligee with a bond of indemnity for costs, which bond shall be in an amount satisfactory to the Obligee.

2. The Surety, or its successors and assigns, shall not be liable thereunder for any damages or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
3. In no event shall the Surety, or its successors and assigns, be liable for a greater sum than the penalty of the bond, or subject to any suit, action, or proceeding hereon that is instituted by any individual, firm, or corporation under the provisions of section (1) above later than one (1) year after the completion of said contract and final settlement thereof.

The Principal, and his/her successors and assigns, and the Surety, for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the Oblige to require a bond containing the foregoing provision, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought thereon by any individual, firm, or corporation, including subcontractors, materialmen, and third persons, for work, labor, services, supplies, or material performed, rendered or furnished as aforesaid, upon the grounds that there is no law authorizing the said Oblige to require the foregoing provision to be placed in the bond.

And the Surety, for value received for itself and its successors and assigns, hereby stipulates and agrees that the obligations of the said Surety and of its successors and assigns, and these bonds shall in no way be impaired or affected by any extension of time, modification, omission, addition, or change in or to the said contract, or the work to be performed thereof, or by an assignment, subletting, or other transfer thereof, or any part thereof, or of any work to be performed, or of any money due or to become due thereunder; and the said Surety, for itself and its successors and assigns, does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts, and transfers, and hereby stipulates and agrees that any and all things done and omitted to be done by and in relation to executors, administrators, successors, assignees, subcontractors, and other transferees, shall have the same effect as to the said Surety and its successors and assigns, as though done or omitted to be done by and in relation to said Principal.

IN WITNESS WHEREOF, this instrument is executed in a number of counterparts equal to the number of executed Agreements, each counterpart of which shall be deemed an original, and dated as of the 22 day of July in the year 192002.
(must be same or later than date of Agreement).

PRINCIPAL: Ritter & Paratore Contracting, Inc.
(print or type company name)

By: Michael J. Ritter Michael J Ritter President
(signature) (print individual's name & title)

Attest (witness):

Pamela A. Hudson
(signature)

Pamela A. Hudson Notary Public
(name & title) (Corporate Seal)

Address of Principal: 2222 State Route 5
Utica NY 13502

If Contractor (PRINCIPAL) is a partnership, all partners must sign.

If Contractor (PRINCIPAL) is a corporation, a duly authorized officer, agent, or attorney-in-fact must sign.

If Contractor (PRINCIPAL) is a joint venture, each joint venturer must sign.

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SURETY: Massachusetts Bay Insurance Co.
(print or type company name)

By: Valerie M. Nobile Valerie M. Nobile, Attorney-In-Fact
(signature) (print individual's name & title)

Attest (witness):

Cynthia A. Briggs
(signature)

Cynthia A. Briggs, CSR
(name & title)

(Corporate Seal)



Address of Surety: P.O. Box 9801
Portland ME 04104-5004

Surety Company must be licensed to conduct business in the State where the Project is located, and must appear on the Treasury Department's most current list (Circular 570 as amended), all in accordance with Article 5 of the General Conditions.

Each executed bond shall be accompanied by the following:

1. Appropriate acknowledgments of the respective parties (see next several pages).
2. Surety Company data as listed on the last page of this section, and to be attached thereto.

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CERTIFICATE OF ACKNOWLEDGMENT - CONTRACTOR

INDIVIDUAL

State of _____

SS:

County of _____

On this _____ day of _____, 19_____, before

me personally appears _____, to
me known, who being duly sworn by me, deposes and says that he (she) is the person described
in and who executed the foregoing instrument, and acknowledges to me that he (she) executed
the same.

(signature of Notary Public)

(Notary Stamp)

CERTIFICATE OF ACKNOWLEDGMENT - CONTRACTOR

PARTNERSHIP

State of _____

SS:

County of _____

On this _____ day of _____, 19_____, before

me personally appears _____, to
me known, who being duly sworn by me, deposes and says that he
(she) is a member of the Partnership of _____

that he (she) is the person described in and who executed the foregoing instrument, and
acknowledges to me that he (she) executed the same on behalf of said Partnership.

(signature of Notary Public)

(Notary Stamp)

CERTIFICATE OF ACKNOWLEDGMENT - CONTRACTOR
CORPORATION

State of New York

SS:

County of Oneida

On this 23 day of July, 2002, 12, before

me personally appears Michael J Ritter, to
me known, who being duly sworn by me, deposes and says that he

(she) resides in

Utica New York;
(City/Town/Village, County, State)

that he (she) is the President of

Ritter & Paratore Contracting, Inc., the
Corporation described in and which executed the foregoing instrument; that he (she) knows the
seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was
so affixed by order of the Board of Directors of said Corporation; and that he (she) executed the
said instrument on behalf of said Corporation by like order.

Pamela Hughes
(signature of Notary Public)

(Notary Stamp)

Pamela Hughes
Notary Public State of New York
Oneida County No. 4917303
Commission Expires: 4/4/06

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CERTIFICATE OF ACKNOWLEDGMENT - CONTRACTOR

JOINT VENTURE

State of _____

SS:

County of _____

On this _____ day of _____, 19____, before
me personally appears the following:

(name) (residing in City/Town/Village,
County, State)

to me known, who being duly sworn by me, depose and say that they reside at the locations
indicated above; that they are the

parties to the Joint Venture of _____

that they are the parties described in and who executed the foregoing instrument, and
acknowledge to me that they executed the same on behalf of said Joint Venture.

(signature of Notary Public)

(Notary Stamp)

CERTIFICATE OF ACKNOWLEDGMENT - SURETY COMPANY

State of NY

SS:

County of Saratoga

On this 22 day of July 2002, 19____, before

me personally appears Valerie M. Nobile, to
me known, who being duly sworn by me, deposes and says that he (she) resides in

Clifton Park, NY

(City/Town/Village, County, State)

that he (she) is the Attorney-In-Fact of

Massachusetts Bay Insurance Co., the

Company described in and which executed the foregoing instrument; that he (she) knows the seal
of said Company; that the seal affixed to said instrument is such corporate seal; that it was so
affixed by order of the Board of Directors of said Company; and that he (she) executed the said
instrument on behalf of said Company by virtue of a certain power of Attorney executed by said
Company and dated 7/22/02,
which said power has never been revoked, and is still in force and effect; and that the said
Company has received from the

ATTORNEY-IN-FACT
(title of official)

of the State of NEW YORK a certificate of
solvency and of its sufficiency as surety or guarantor under the laws of said State, and that such
certificate has not been revoked.

Mariakany
(signature of Notary Public)

(Notary Stamp)

MARGA REARDY
Notary Public State of New York
No. 4834932
Qualified in Hempstead Co.
12/31/03

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SURETY COMPANY DATA

Attach here the following:

1. POWER OF ATTORNEY - duly certified copy of power of attorney or other certificate of authority when bond is executed by agent, officer, or other representative of Surety.
2. POWER OF ATTORNEY AUTHORIZATION - duly certified extract from by-laws or resolutions of Surety under which power of attorney or other certificate of authority of its agent, officer, or other representative was issued.
3. FINANCIAL STATEMENT - certified copy of latest published financial statement of assets and liabilities of Surety.

END OF SECTION 00630

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Ben Reund, Cathy Bazycki and/or Valerie Nobile

of Glenville, NY and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:
-Any such obligations in the United States, in any amount-

And said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents.

These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 1st day of June 2002.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Richard M. Van Steenburgh, Vice President

Ronald Ritland, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS
COUNTY OF WORCESTER

On this 1st day of June 2002 before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

(Seal)



Barbara A. Garlick
Barbara A. Garlick, Notary Public
My Commission Expires November 26, 2004

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 22 day of July 2002

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Charles T. Wells
Charles T. Wells, Assistant Vice President



Massachusetts Bay Insurance Company
(a wholly-owned subsidiary of
Allmerica Asset Management, Inc.)

Financial Statement as of December 31, 2001

Assets

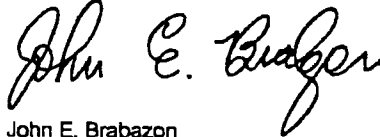
Cash in Banks (including Short-Term Investments)	\$ 93,583
Bonds and stocks	\$ 19,712,948
Other Admitted Assets	\$ 499,682
Total Admitted Assets	<u>\$ 20,306,213</u>

Liabilities, Capital and Surplus

Reserve for Unearned Premiums	\$ -
Reserve for Loss and Loss Expense	\$ -
Reserve for Taxes	\$ -
Funds held under reinsurance treaties	\$ -
Reserve for all other Liabilities	\$ -
Capital Stock - \$1.00 par	\$ 5,000,000
Net Surplus	<u>\$ 15,306,213</u>
Policyholders' Surplus	<u>\$ 20,306,213</u>
Total Liabilities, Capital and Surplus	<u>\$ 20,306,213</u>

Commonwealth of Massachusetts
County of Worcester

The foregoing statement is a true statement of the
condition and affairs of the said Company on December 31, 2001.


John E. Brabazon
Vice President

440 Lincoln Street, Worcester, Massachusetts 01653, Phone 508-855-1000, Fax 508-853-6332
www.allmerica.com

THE ALLMERICA FINANCIAL COMPANIES

First Allmerica Financial Life Insurance Company • Allmerica Financial Life Insurance and Annuity Company (all states except NY)
Allmerica Trust Company, N.A. • Allmerica Investments, Inc. • Allmerica Investment Management Company, Inc. • Financial Profiles, Inc.
The Hanover Insurance Company • AMGRO, Inc. • Allmerica Financial Alliance Insurance Company • Allmerica Asset Management, Inc.
Allmerica Financial Benefit Insurance Company • Citizens Insurance Company of America • Citizens Management Inc.

C.T. MALE ASSOCIATES, P.C.
3/15/82 CTMSPEC

RISEDORPH TANNERY
BUILDING DEMOLITION

SECTION 00650
CERTIFICATES OF INSURANCE

Attach insurance certificates here.

END OF SECTION 00650

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 08/06/02
PRODUCER Marshall & Sterling Upstate Inc. 42 Genesee Street New Hartford NY 13413-2337 Phone: 315-732-5559 Fax: 315-793-9862		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Ritter & Paratore Contracting, 2222 State Route 5 Utica NY 13502		INSURERS AFFORDING COVERAGE INSURER A: Crum & Forster INSURER B: RLI Insurance Company INSURER C: Hanover Insurance INSURER D: Royal Ins Company of America INSURER E: Firemans Fund Insurance Co.

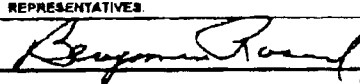
COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	S430866211	07/31/02	07/31/03	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 300000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 15000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ. <input type="checkbox"/> LOC				PERSONAL & ADV INJURY \$ 1000000
					GENERAL AGGREGATE \$ 2000000
					PRODUCTS - COM/OP AGG \$ 1000000
C	AUTOMOBILE LIABILITY	AD8625409000	10/15/01	10/15/02	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
B	EXCESS LIABILITY	CP07619395	07/31/02	07/31/03	EACH OCCURRENCE \$ 10000000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 10000000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 10000				\$
					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCS1244754	05/01/02	05/01/03	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER
	E.L. EACH ACCIDENT \$ 100000				
	E.L. DISEASE - EA EMPLOYEE \$ 500000				
	E.L. DISEASE - POLICY LIMIT \$ 1000000				
	OTHER				
I	Equipment Floater	MXI97241652	06/07/02	06/07/03	Rented-EA \$309000
E	Builders Risk	MXI97241652	06/07/02	06/07/03	Deduct \$500

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

City of Gloversville & New York State Department of Environmental Conservation are hereby listed as additional insureds for project:
 Risendorph Rannery, Gloversville, NY 12079

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
C.T. Male Associates 50 Century Hill Dr PO Box 727 Latham, NY 12110		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT NOT TO BE ALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		

ACORD CERTIFICATE OF LIABILITY INSURANCE		PROD DE KITTE-2	DATE (MM/DD/YY) 08/06/02
PRODUCER Marshall & Sterling Upstate Inc. 42 Genesee Street New Hartford NY 13413-2337 Phone: 315-732-5559 Fax: 315-793-9862		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED		INSURERS AFFORDING COVERAGE	
City of Gloversville City Hall Gloversville NY 12078		INSURER A: ACE USA Group INSURER B: INSURER C: INSURER D: INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	G2143585	08/12/02	08/12/03	EACH OCCURRENCE \$ 1000000
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>				MED EXP (Any one person) \$
	<input checked="" type="checkbox"/> Owner/Cont Prot.				PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2000000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COM/DP AGG \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	HIRE AUTOS				AUTO ONLY - EA ACCIDENT \$
	NON-OWNED AUTOS				OTHER THAN EA ACC AGG \$
	GARAGE LIABILITY				
	ANY AUTO				
	EXCESS LIABILITY				EACH OCCURRENCE \$
	OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/>				AGGREGATE \$
	DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

City of Gloversville & the New York State Dept of Environmental
 Conservations & CT Male Associates PC are hereby listed as
 additional insureds for project: Risendorph Tannery Gloversville, NY 12078

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED, INSURER LETTER:	CANCELLATION
C.T. Male Associates PC 50 Century Hill Drive PO Box 727 Latham, NY 12110		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT NO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

[INSERT LOGOS]

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General [seal] Contractors of America

Construction Specifications Institute

[seal]

These General Conditions have been prepared for use with the Owner-Contractor Agreements (No. 1910-8-A-1 or 1910-8-A-2) (1996 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC User's Guide (No. 1910-50). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1996 Edition).

EJCDC No. 1910-8 (1996 Edition)

In these General Conditions all stated cross references to Supplementary Conditions and Division 1 - General Requirements are highlighted by underlining to aid in general recognition. Also, if a provision of these General Conditions is amended or supplemented for this Project by these other documents, it is so indicated by a symbol at the appropriate place in the General Conditions. The symbol is keyed to a footnote cross reference to these other documents according to the footnote legend below. If text is deleted by these cross-referenced documents, it is also crossed out in the General Conditions.

Footnote Legend

● -see Supplementary Conditions (Modifications), Section 00810

◆ -see Division 1 - General Requirements

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

Defined Terms 1.01

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER 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, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens--Charges*, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given 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 under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

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

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *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 for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *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 at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults,

tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed 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, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 Terminology

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or 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 action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed 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 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 paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials,

or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02 *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement 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 Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work* 2.04 *Starting the Work*
Starting the Work

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy

which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, 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 knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; 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.

C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other

submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample 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 component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for 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. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be

provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

Reference Standards

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement 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 or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees 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 Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the

methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); 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 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not 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 ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of 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 adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS;
SUBSURFACE AND PHYSICAL CONDITIONS;
REFERENCE POINTS

4.01 Availability of Lands

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

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 the Work is to be performed 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.

4.02 *Subsurface and Physical Conditions*

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

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and
2. those drawings of physical conditions in or relating to existing surface or subsurface struc-

tures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

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A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition 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 meet any one or more of the categories described in paragraph 4.03.A; and

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 paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for

CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or 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) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, 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 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05 *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.

4.06 *Hazardous Environmental Condition at Site* 4.06 *Hazardous Environmental Condition at Site* 4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR

shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) 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.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. 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. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or

by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

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

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04 *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance* 5.05 *OWNER's Liability Insurance*

A. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER 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 the 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 individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of

them, each of whom is deemed to have an insurable interest and shall be listed as an 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 or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss 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 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;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. 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.

B. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals 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.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will

not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights 5.07 Waiver of Rights 5.07*
Waiver of Rights

A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on

account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B. OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*
5.09 *Acceptance of Bonds and Insurance;*
Option to Replace
5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, 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. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall

consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, 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.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using

the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items*

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by

ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not 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 work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. Substitute Construction Methods or Procedures:

If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the

substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. Engineer's Evaluation: ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. Special Guarantee: OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. ENGINEER's Cost Reimbursement: ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. CONTRACTOR's Expense: CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date

prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions. OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor

or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants 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.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist

CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10 *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.

6.11 *Use of Site and Other Areas*

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

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants 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 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 by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site 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 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 property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. 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, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or

loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, 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). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples* 6.17 *Shop Drawings and Samples* 6.17 *Shop Drawings and Samples*

A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, 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.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.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 approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or
2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;
2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;
4. use or occupancy of the Work or any part thereof by OWNER;
5. any acceptance by OWNER or any failure to do so;
6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;
7. any inspection, test, or approval by others; or
8. any correction of defective Work by OWNER.

6.20 *Indemnification 6.20 Indemnification 6.20 Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and
2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Sub-

contractor, 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, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees 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 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site* 7.01 *Related Work at Site* 7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, 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 their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, 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.

7.02 *Coordination* 7.02 *Coordination* 7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the

activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER* 8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data* 8.03 *Furnish Data*

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

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

8.06 *Insurance*

A. OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders* 8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *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.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsi-

bilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site* 9.02 *Visits to Site* 9.02 *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 9.10, and 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.

9.03 *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work* 9.05 *Authorized Variations in Work* 9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

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

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by

ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.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 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change

Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *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 as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice 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) is required by the provisions of any Bond to be given to a surety, 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.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs

of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

- a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

- b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

- c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of

transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and

insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, 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 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and

maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash 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 as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the 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 costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *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. 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. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. 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.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01)

plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;
 - b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times* 12.02 *Change of Contract Times* 12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages* 12.06 *Delay Damages* 12.06
Delay Damages

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS;
CORRECTION, REMOVAL OR ACCEPTANCE OF
DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work* 13.02 *Access to Work* 13.02
Access to Work

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections,

tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. 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, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER,

NEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such 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 OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

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

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such 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, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. 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 or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and

replaced under this paragraph 13.07, 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.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work* 13.08
Acceptance of Defective Work 13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In

connection with such corrective and 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, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which 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 (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) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. 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 (or Milestones) 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 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND
COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, 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 on the Site 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, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to 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: (i) 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 Documents; or (ii) that 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 to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine

that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. 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;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action 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, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, 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. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after

considering such objections. ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of 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, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work.

CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. 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 14.04 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.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment* 14.07 *Final Payment* 14.07 *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, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible 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.

B. Review of Application and Acceptance

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. 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. Payment Becomes Due

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 Final Completion Delayed

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND
TERMINATION

15.01 *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 notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will 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 established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);
2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;
3. CONTRACTOR's disregard of the authority of ENGINEER; or
4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of

the Contract Price exceeds 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) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed 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.

C. 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. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for 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. for 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;
3. for 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) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*
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15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 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 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice* 17.01 *Giving Notice* 17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last 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.

17.03 *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 Documents, and 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.

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

END OF SECTION 00700

SECTION 00810

SUPPLEMENTARY CONDITIONS
MODIFICATIONS TO GENERAL CONDITIONS

(This document is based on EJCDC Document 1910-17, 1996 Edition, entitled "Guide to the Preparation of Supplementary Conditions".)

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC Document 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so modified remain in full force and effect.

Articles and paragraphs herein bear numbers corresponding to those parts of the General Conditions that are being modified. Each modification to the General Conditions made herein is noted at the part of the General Conditions being modified by means of a symbol keyed to a footnote cross reference to these Supplementary Conditions. Also, if text is deleted by these modifications, it is crossed out in the General Conditions.

1.01 DEFINED TERMS

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (EJCDC Document 1910-8, 1996 Edition) have the meanings assigned to them in the General Conditions.

In addition, the following definitions apply:

DIRECTED, REQUIRED, APPROVED, ACCEPTABLE - Whenever these terms or words of like import are used to refer to the Work or its performance, they shall mean direction by, or approval by, or equivalent action of or by the ENGINEER/ARCHITECT. Such direction or approval is subject to the limitations described in paragraph 9.10 of the General Conditions.

OWNER - For this contract C.T. Male Associates, P.C. is the OWNER as defined in Section 00820, Article 1.01, Item 30. The actual owner of the property is the City of Gloversville who has certain rights and responsibilities as owner as well.

ENGINEER/ARCHITECT - The person, firm, or corporation named as such in the Agreement, or the duly appointed assistants and representatives of the named ENGINEER/ARCHITECT.

2.03 COMMENCEMENT OF CONTRACT TIMES; NOTICE TO PROCEED

Delete paragraph 2.03.A. in its entirety and insert the following in its place:

- A. The Contract Times will commence to run 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 Agreement. ***In no event will the Contract Time commence to run later than the 100th day after the day of Bid opening or the 30th day after the Effective Date of the Agreement, whichever date is earlier.***

2.03.1 SEQUENCE OF EVENTS

Add a new paragraph immediately after paragraph 2.03 of the General Conditions as follows:

The sequence or chronology of events from the date of Bid opening to the date when the Contract Time starts to run as described by these Contract Documents is summarized as follows:

Bid Opening

Within 5 days OWNER to give CONTRACTOR Notice of Award accompanied by Contract Documents to execute.

Within 7 subsequent days (Day 12 after Bid Opening) CONTRACTOR to deliver to OWNER executed Contract Documents.

Within 2 subsequent days (Day 14 after Bid Opening) OWNER to deliver fully signed Contract Documents to CONTRACTOR, which date equals the latest effective date of the Agreement.

Within 7 subsequent days (Day 21 after Bid Opening) OWNER to give CONTRACTOR Notice to Proceed, which starts the Contract Time.

2.05.C EVIDENCE OF INSURANCE

Add the following sentence to the end of paragraph 2.05C of the General Conditions:

When CONTRACTOR delivers the executed Agreement to OWNER, CONTRACTOR shall furnish all his required insurance certificates by attaching them to page 00650 - 1 near the end of the Contract Forms part of the Project Manual.

4.02 SUBSURFACE AND PHYSICAL CONDITIONS

C. The Contractor shall be responsible for locating and protecting subsurface utilities, etc.

4.02.B.5 OWNER'S DISCLAIMER - DRAWINGS OF PHYSICAL CONDITIONS

Add a new paragraph after paragraph 4.02.B.3 of the General Conditions as follows:

The drawings which are being made available contain no technical data upon which the CONTRACTOR may rely.

The OWNER and the ENGINEER/ARCHITECT assume no responsibility or liability for the accuracy of information on existing structures.

This information was intended for Bid cost purposes only, and is made available to bidders only that they may have access to identical information available. It is presented in good faith, but is not intended as a substitute for personal investigations, interpretations, or judgment of the CONTRACTOR. This information is not guaranteed and does not form part of the Contract Documents.

4.06 HAZARDOUS ENVIRONMENTAL CONDITIONS AT THE SITE

Add the following new paragraphs immediately after paragraph 4.06A of the General Conditions as follows:

1. In the preparation of Drawings and Specifications, ARCHITECT or ENGINEER'S Consultants relied upon the following reports of Hazardous Environmental Conditions at the site
2. Asbestos: See Spec Section 02001.
3. Lead: Contractor is responsible for compliance with lead based paint regulatory requirements.
4. The site and associated structures are the subject of an Environmental Restoration Project. Contaminated soil and groundwater have been identified at the site.

5.01 PERFORMANCE, PAYMENT AND OTHER BONDS

Add the following new paragraph at the beginning of Section 5.01:

A performance bond and a labor and materials payment bond are required by these Contract Documents. This bond shall remain in effect until at least one year after the date of final payment. No other bonds are required.

5.04 CONTRACTOR'S LIABILITY INSURANCE

Add the following new paragraphs immediately after paragraph 5.04.B:

C. The limits of liability for the insurance required by paragraph 5.04.B of the General Conditions shall provide coverages for not less than the following amounts, or greater where required by Laws or Regulations:

1. Workers' Compensation, and related coverages,, under paragraphs 5.04.A.1 and 5.04.A.2 of the General Conditions:
 - a. State: Statutory
 - b. Applicable Federal (e.g., Longshoreman's) Statutory
 - c. Employers' Liability: \$ 100,000.00
2. Contractor's General Liability under paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:
 - a. General Aggregate \$ 2,000,000
 - b. Products - Completed Operations Aggregate \$ 2,000,000
 - c. Personal and Advertising Injury \$ 1,000,000
 - d. Each Occurrence (Bodily Injury and Property Damage) \$ 1,000,000
 - e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.
 - f. Excess or Umbrella Liability
 - 1) General Aggregate \$ 5,000,000
 - 2) Each Occurrence \$ 5,000,000
3. Automobile Liability under paragraph 5.04.A.6 of the General Conditions:
 - a. Bodily Injury:
 - Each Person \$ 1,000,000
 - Each Accident \$ 1,000,000
 - b. Property Damage:
 - Each Accident \$ 1,000,000
 - Combined Single Limit of \$ 1,000,000
 - c. Combined Single Limit of \$ 1,000,000
4. The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall be provided by the CONTRACTOR as part of the CONTRACTOR's General Liability coverage.

In the paragraph after 5.04.B.5. of the General Conditions, amend the first sentence to read as follows, and as so amended, the paragraph remains in effect:

Contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 30 days prior written notice, by certified mail, has been given to OWNER and ENGINEER/ARCHITECT.

5.04.B.7 COMPLETED OPERATIONS INSURANCE

The completed operations insurance required by paragraph 5.04.B.7 of the General Conditions shall be maintained by CONTRACTOR for at least 4 years after Substantial Completion, and CONTRACTOR shall furnish OWNER with evidence of continuation of such insurance at Substantial Completion and annually thereafter for 3 years.

5.04.B.8 ADDITIONAL CONTRACTOR'S INSURANCE

Add a new paragraph immediately after paragraph 5.04.B.7 of the General Conditions as follows:

- a. Blasting insurance shall be provided in the event that any blasting is to be done. Coverage shall be included in the other certificates of insurance, unless the CONTRACTOR submits with his certificates a signed and notarized statement to the effect that no blasting will be done by him, or any of his Subcontractors or employees without first obtaining the necessary coverage, and furnishing the OWNER (copy to ENGINEER/ARCHITECT) with insurance certificates as proof of coverage. A second statement shall also be attached to the other certificates from the insurance company to the effect that they will add blasting coverage if requested to do so by the CONTRACTOR.
- b. Contractor's Protective Liability (protection against claims arising out of the operations performed for the Contractor by his/her subcontractors while they are on the Project):
 1. Bodily Injury:
\$ 1,000,000 Each Accident
 2. Property Damage:
\$ 1,000,000 Each Accident
\$ 1,000,000 Annual Aggregate

5.05 OWNER'S LIABILITY INSURANCE

Add a new paragraph 5.05.A.1 immediately after paragraph 5.05.A of the General Conditions as follows:

CONTRACTOR shall provide additional liability insurance for City of Gloversville and OWNER/ENGINEER/ARCHITECT by:

- a. Having his/her insurance carrier issue a separate Protective Liability Policy covering OWNER and ENGINEER/ARCHITECT in the following amounts:
 1. Bodily Injury:
\$ 1,000,000 Each Occurrence
 2. Property Damage:
\$ 1,000,000 Each Occurrence
- b. The separate Protective Liability Policy shall specifically name as the insured the following parties:
 1. The City of Gloversville
 2. The OWNER/ENGINEER/ARCHITECT, specifically C. T. Male Associates, P.C.
 3. The New York State Department of Environmental Conservation
- c. The separate Protective Liability Policy shall contain a provision that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 30 days' prior written notice has been given to OWNER/ENGINEER/ARCHITECT.

5.06 PROPERTY INSURANCE

Property insurance is not applicable to this Project and will not be provided by the OWNER.

5.09 ACCEPTANCE OF BONDS AND INSURANCE; OPTION TO REPLACE

Add the following sentence to the beginning of paragraph 5.09 of the General Conditions.

All insurance shall be issued by such insurance companies as are authorized to transact business in the State where the Project is located.

6.02. WORK DURING INCLEMENT WEATHER

Add a new paragraph 6.02.C immediately after paragraph 6.02.B of the General Conditions as follows:

During inclement, stormy, or freezing weather, no work shall be done, except as may be performed in a manner satisfactory to secure first-class construction and by permission of the ENGINEER/ARCHITECT. During freezing weather, approved precautions shall be taken to remove ice and frost from materials used and to prevent completed portions of the work from freezing by heating the water, sand, gravel, broken stone, bricks, or other materials and by covering and heating the completed portions of the work. The cost of such precautions shall be borne by the CONTRACTOR. If, in the opinion of the ENGINEER/ARCHITECT, any work or materials shall have been damaged or injured by reason of failure on the part of the CONTRACTOR or any Subcontractor to so protect his work, such work and materials shall be removed and replaced at the expense of the CONTRACTOR.

6.05 SUBSTITUTES AND/OR EQUALS

Amend paragraph 6.05.C by making two subparagraphs under the title C. Engineer's Evaluation. The paragraph text is retitled, 6.05.C.2 After Effective Date of Agreement. A new paragraph is added before this paragraph to read as follows:

1. During Bidding, the Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or "or-equal" materials and equipment as defined in paragraph 6.05 of the General Conditions, or those substitute or materials and equipment approved by the ENGINEER and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function, and quality to be met by any proposed substitute or "or-equal" item. Request for ENGINEER's clarification of materials and equipment considered "or-equal" prior to the Effective Date of the Agreement must be received by the ENGINEER at least 5 days prior to the date for receipt of Bids. No item of material or equipment will be considered by ENGINEER as a substitute unless written request for approval has been submitted by Bidder and has been received by ENGINEER at least 15 days prior to the date for receipt of Bids. Each request shall conform to the requirements of paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon the Bidder. ENGINEER's decision of approval or disapproval of a proposed item will be final. If ENGINEER approves any proposed substitute item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

6.06.B.1 IDENTITY OF SUBCONTRACTORS AND OTHERS

Add a new paragraph immediately after paragraph 6.06.B of the General Conditions as follows:

As described in paragraph 12.01 of the Instructions to Bidders, the CONTRACTOR, as apparent successful bidder, and any other bidder so required, shall submit in writing to OWNER, after Bid opening and prior to Notice of Award, the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment). Such identification shall be required for the following specific types of Work, materials, and equipment.

1. Asbestos and/or Lead Paint Abatement Subcontractor.
2. Trucking or Transportation Subcontractor.
3. Waste Disposal Facility.
4. Materials Recycling Facility.

6.06.C.1 INFORMATION ON SUBCONTRACTORS AND OTHERS

Add a new paragraph immediately after 6.06.C of the General Conditions as follows:

OWNER or ENGINEER ARCHITECT may furnish to any such Subcontractor, Supplier or other individual or entity, to the extent practicable, information about amounts paid to CONTRACTOR in accordance with CONTRACTOR's Applications for Payment.

6.08 PERMITS

6.08.B PERMITS BY OWNER

Add a new paragraph immediately after paragraph 6.08.A of the General Conditions as follows:

A. The OWNER shall obtain and pay for the following specific permits and licenses:

NONE

B. All permits required shall be obtained by the CONTRACTOR.

6.17 SHOP DRAWINGS AND SAMPLES

Add a new paragraph 6.17.E.4 immediately after paragraph 6.17.E.3 of the General Conditions as follows:

ENGINEER/ARCHITECT's "review and approval" of submittals is only for review of general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Corrections and comments made on the shop drawings during this review do not relieve CONTRACTOR from compliance with requirements of the drawings and specifications. The CONTRACTOR is responsible for confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner.

9. ENGINEER'S STATUS DURING CONSTRUCTION

9.03.B PROJECT REPRESENTATIVE (BY ENGINEER/ARCHITECT)

Add a new paragraph 9.03.B immediately after paragraph 9.03.A of the General Conditions as follows:

In accordance with an agreement with the OWNER, the ENGINEER/ARCHITECT will furnish a full-time Resident Project Representative at the site to assist ENGINEER/ARCHITECT in observing the performance of the Work. The duties, responsibilities, and limitations of authority of such Representative and assistants will be as follows:

1. Observe the work for conformance with the contract documents and permit requirements.
2. Perform air monitoring during asbestos abatement activities.
3. Perform area dust monitoring during demolition activities.

9.03.C PROJECT REPRESENTATION (BY OWNER)

Add a new paragraph 9.03.C immediately after paragraph 9.03.B of the General Conditions as follows:

OWNER (C.T. Male Associates, P.C.) will furnish a Resident Project Representative, the City of Gloversville will not furnish a Resident Project Representative.

9.08 DETERMINATIONS FOR UNIT PRICE WORK

Delete Paragraph 9.08.A of the General Conditions in its entirety and insert the following in its place:

ENGINEER/ARCHITECT will have authority to determine the actual quantities and classifications of items of Unit Price Work performed by CONTRACTOR, and the written decisions of ENGINEER/ARCHITECT on such matters will be final, binding on OWNER and CONTRACTOR, and not subject to appeal (except as modified by ENGINEER/ARCHITECT to reflect changed factual conditions or more accurate data).

11.01.A.5.a SUPPLEMENTAL LABOR COSTS

Delete Article 11.01.A.5.a of the General Conditions and insert nothing in its place.

11.01.A.5.b SUPPLEMENTAL EQUIPMENT COSTS

Delete the word "equipment" from the first sentence of paragraph 11.01.A.5.b of the General Conditions and insert the following language after the first sentence:

Allowance will be made for the cost of construction equipment that is approved for use in the Work by the ENGINEER/ARCHITECT. The rate on self-owned equipment used for periods of under one week will be the Associated Equipment Distributor's published monthly rate divided by 22 days to establish a daily rate and divided again by eight hours to establish an hourly rate. Equipment used for periods of 5 days or more will be billed at a rate equal to 45% of this base hourly rate. Self-owned equipment is defined to include equipment rented from controlled or affiliated companies. In the alternative, the ENGINEER/ARCHITECT may approve for reimbursement a rate representing the allocable costs of ownership. When, in the opinion of the CONTRACTOR, and as approved by the ENGINEER/ARCHITECT, suitable equipment is not available on the site, the moving of said equipment to and from the site will be paid for at actual cost.

Add the following sentence at the end of paragraph 11.01.A.5.b of the General Conditions:

Gasoline, oil, and grease required for operation and maintenance of construction equipment will be paid for at actual cost.

11.01.A.5.c RENTAL OF CONSTRUCTION EQUIPMENT

Amend the first part of the first sentence of paragraph 11.01.A.5.c of the General Conditions to read as follows, and as so amended the paragraph remains in effect:

Rentals of all construction equipment at actual cost, and machinery and parts thereof, only when rented from others not controlled by or affiliated with CONTRACTOR in accordance with rental agreements approved by OWNER with the advice of ENGINEER/ARCHITECT,...

11.03.C ADJUSTMENT OF UNIT PRICES

Delete Paragraph 11.03.C of the General Conditions in its entirety and insert the following in its place:

C. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

1. if the total cost of a particular item of Unit Price Work amounts to 10% or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and
2. if there is no corresponding adjustment with respect to any other item of Work; and
3. if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof; or if OWNER believes that the quantity variation entitles OWNER to an adjustment in the unit price, either OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

12.01.C.2.a CONTRACTOR'S FEE

Delete paragraph 12.01.C.2.a of the General Conditions in its entirety and insert the following in its place:

For costs incurred under paragraph 11.01.A.1 (labor) and 11.01.A.2 (materials and equipment), the CONTRACTOR's Fee shall be 10% for overhead plus 10% for profit, subject to the following exclusions:

1. No overhead and profit shall be allowed on the premium portion of overtime pay.
2. No overhead and profit shall be applied to payroll taxes. Payroll taxes include FICA, unemployment insurance, disability insurance, workman's compensation, and personal liability and property damage insurance.

12.01.C.2.b CONTRACTOR'S FEE FOR SUBCONTRACTOR WORK

Delete paragraph 12.01.C.2.b of the General Conditions in its entirety and insert the following in its place:

For costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be 10% for combined overhead and profit; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee shall be 5% for overhead plus 10% for profit.

13.03 TESTS AND INSPECTIONS

Add a sentence to the end of paragraph 13.03.D of the General Conditions to read as follows, and as so amended the paragraph remains in effect:

The cost of all other inspections, tests, and approvals required by the Contract Documents shall be paid by CONTRACTOR (not OWNER), in accordance with Division 1, Section 01400 - Quality Control.

13.07 CORRECTION PERIOD

Amend the first part of the first sentence of paragraph 13.07.A of the General Conditions to read as follows, and as so amended the paragraph remains in effect:

If within one year after the date of Final Payment and Acceptance (not Substantial Completion) or such longer period of time as may be prescribed by law...

Amend the first part of the last sentence of paragraph 13.07.A of the General Conditions to read as follows, and as so amended the paragraph remains in effect:

If CONTRACTOR does not comply after seven days with the terms of such instructions,...

14.02.A.1 PAYMENT FOR MATERIALS

Delete the second sentence of paragraph 14.02.A.1 of the General Conditions and insert the following:

No payment will be made for materials and equipment not incorporated into completed work.

14.02.A.4 PAYMENT FOR COMPLETED WORK

Add a new paragraph immediately after paragraph 14.02.A.3 of the General Conditions to read as follows:

Completed Work shall be defined as Work completed, tested, and accepted. Payment for completed Work will be made to the CONTRACTOR based on a payment estimate prepared by the CONTRACTOR and duly certified and approved by the ENGINEER/ARCHITECT. No payment for any part of any Work not

completed, tested, and accepted in the preceding calendar month shall be made, except at the discretion of the ENGINEER/ARCHITECT with the approval of the OWNER.

- A. For work performed on lump sum items as described by the Specifications in percentages as determined by the ENGINEER/ARCHITECT as a measure of actual progress made, in accordance, when realistic, with the CONTRACTOR's progress schedule required to be submitted by paragraph 2.07 of the General Conditions, and with his breakdown of his bid prices for lump sum items required to be submitted as a schedule of values by paragraph 14.01 of the General Conditions.
- B. For work performed on all other items as described in the Specifications not covered in (A) and (B) above, in the quantities actually performed in an acceptable manner as determined by the ENGINEER/ARCHITECT - 100% payment less retainage.

14.03 CONTRACTOR'S WARRANTY OF TITLE

Add the following sentence at the end of paragraph 14.03 of the General Conditions:

If requested by the OWNER, the CONTRACTOR shall furnish to the OWNER confirmatory bills of sale and other instruments as may be required by the OWNER, properly executed, confirming to the OWNER, title to such materials free of encumbrances.

14.05 PARTIAL UTILIZATION

14.07.A.2 FINAL APPLICATION FOR PAYMENT

Add a sentence to the end of Paragraph 14.07.A.2 of the General Conditions to read as follows, and as so amended the paragraph remains in effect:

The final Application for Payment shall also be accompanied by such other data and schedules as ENGINEER/ARCHITECT may reasonably require.

14.07.B.2 ADDITIONAL REASONS TO WITHHOLD PAYMENTS

Add a new paragraph immediately after paragraph 14.07.B.1 of the General Conditions to read as follows:

Reasons ENGINEER/ARCHITECT may refuse to recommend the whole or any part of any payment, or nullify any such payment previously recommended, are to protect OWNER from loss because:

- A. of injury to persons, or damage to the work or property of other contractors, subcontractors, or others caused by the act or neglect of the CONTRACTOR or any of his/her Subcontractors; or
- B. of defective Work and Work not remedied; or
- C. of CONTRACTOR's failure to make payment to Subcontractors or Suppliers, or for labor; or
- D. Liability for liquidated damages has been incurred by CONTRACTOR (when the Agreement includes such liquidated damage provisions).

The OWNER shall have the right, as an agent for the CONTRACTOR, to apply any such amounts so withheld in such a manner as the OWNER may deem proper to satisfy such claims or to secure protection. Such application of such money shall be deemed payment to the account of the CONTRACTOR.

END OF SECTION 00810

SECTION 00820

SUPPLEMENTARY CONDITIONS
ADDITIONAL ARTICLES

These Supplementary Conditions add new topics to the Standard General Conditions of the Construction Contract (EJCDC Document 1910-8, 1996 Edition) and other provisions of the Contract Documents.

Articles and paragraphs herein are numbered as a continuation of the General Conditions. Some numbers in sequence may not appear because those numbered Articles and paragraphs are not applicable to this Project and have been deleted when transferring this Section from the office master document.

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SECTION 00820

SUPPLEMENTARY CONDITIONS
ADDITIONAL ARTICLES

18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

18.1 Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall read and be enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

19. NEW YORK STATE NONDISCRIMINATION CLAUSES

During the performance of this contract, the Contractor agrees as follows:

19.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color or national origin. Such action shall be taken with reference but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay, other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

19.2 The Contractor will send to each labor union or representative of workers with which he/she has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (19.1) through (19.8) hereinafter called "nondiscrimination clauses". If the Contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the Contractor shall request the labor union or representative to furnish him/her with a written statement that such labor union or representative will not discriminate because of race, creed, color or national origin and that such labor union or representative either will affirmatively cooperate within the limits of its legal and contractual authority in the implementation of the policy and provisions of these nondiscrimination clauses, or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these nondiscrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.

19.3 The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (19.1) through (19.2) and such provisions of the State's Laws against discrimination as the State Commission for Human Rights shall determine.

19.4 The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.

19.5 The Contractor will comply with the provisions of the Executive Law, Human Rights Law, Article 15, and will furnish all information and reports deemed necessary by the State Commission for Human Rights under these nondiscrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General, District Commissioner of Housing and Community Renewal and the Industrial Commission for purposes of investigation to ascertain compliance with these nondiscrimination clauses of the Executive Law, Human Rights Law, Article 15.

19.6 This Contract may be forthwith canceled, terminated or suspended, in whole or in part by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor has not complied with these nondiscrimination clauses, and the Contractor may be declared ineligible for future

contracts made by or on behalf of the State or a public authority or agency of the State or housing authority, or an urban renewal agency, or contract requiring the approval of the Commissioner of Housing and Community Renewal, until he/she has satisfied the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these nondiscrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been afforded him/her to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

19.7 If this contract is canceled or terminated under clause (19.6), in addition to other rights of the contracting agency provided in this Contract upon its breach by the Contractor, the Contractor will hold the contracting agency harmless against any additional expenses or costs incurred by the contracting agency in completing the work or in purchasing the services, materials, equipment or supplies contemplated by the contract, and the contracting agency may withhold payments from the Contractor in an amount sufficient for this purpose and recourse may be had against the surety on the performance bond if necessary.

19.8 The Contractor will include the provisions of clauses (19.1) through (19.7) in every subcontract or purchase order altered only to reflect the proper identity of the parties in such manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such actions in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency the Contractor shall promptly so notify the Attorney General, requesting him to intervene and to protect the interests of the State of New York.

20. NEW YORK STATE NON-COLLUSIVE BIDDING CERTIFICATION

In addition to the other provisions herein contained to be done or performed by the Contractor as part of this Contract, the said Contractor certifies, pursuant to the provisions of Section 103-d of the New York State General Municipal Law that:

20.1 By submission of this bid, each bidder and such 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 his/her knowledge and belief:

- A. 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 competitor; and
- B. unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been 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
- C. 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.

20.2 A bid shall not be considered for award nor shall any award be made where A, B, and C, above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where A and C above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, has determined that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (1) has published price lists, rates, or tariffs covering items being procured, (2) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (3) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph (A).

Any bid hereafter made to any political subdivision of state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision (A) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

21. WAGE RATES

21.1 New York State

- A. New York State minimum wage rate schedules are bound at the end of these Supplementary Conditions.
- B. The labor on this contract shall be performed in all respects in full accordance with the Labor Law of the State of New York. In accordance with Section 220, Subdivision 3, and Section 220-D, of the Labor Law, the Industrial Commissioner has designated as the minimum hourly rates to be paid to employees on this work the rates shown on the attached schedules which shall be posted in a prominent and convenient place for the inspection of the Contractor's employees. Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, provides, among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of wages and supplements to be paid to all laborers, workmen and mechanics employed on public works projects. The amount of supplements listed on the enclosed schedule does not necessarily include all types of prevailing supplements.
- C. The Contractor shall make provision for disability benefits, workmen's compensation, unemployment insurance and social security, as required by law.

22. PROTECTION OF EXISTING FACILITIES

- 22.1 The Contractor shall conduct his/her operations and take all special temporary and permanent precautions necessary to insure a stable and secure job, and as may be required by the contract documents, the Engineer/Architect, the Owner, and the public utilities, to protect and sustain in normal service all existing structures, equipment, utility lines, roadways, and subsurface, submerged and overhead facilities which are to remain in place and undisturbed by his/her operations under this contract completely at his/her own expense, unless otherwise provided for in the contract documents. The Contractor shall be held accountable for damage resulting from failure to exercise proper judgment in the progress of the work.
- 22.2 When power poles, light poles, pipes, or portions of any other existing structures, or utilities, either visible or underground, constitute an unavoidable interference to his/her operations, the Contractor shall consult with the owner of such facility prior to performing any work at or near the same. If permitted by the owner of the facility, the Contractor shall relocate or temporarily remove, and later restore, the interfering portion of the facility, as directed by said owner and the project Owner, through the Engineer/Architect. If the owner of the facility so elects, he will perform such work with his own forces. Under either arrangement, the work shall be done at the Contractor's expense unless stated otherwise in the contract documents.
- 22.3 The Contractor shall immediately notify the Engineer/Architect and the owner of any facilities which are disturbed, damaged or injured as a result of the Contractor's operations. The Contractor shall consult with the owner of such facility as to the proper method of replacing, repairing, or restoring the affected facilities to the conditions which existed prior to the Contractor's operations. If permitted by the owner of the facility, the Contractor shall, at his/her own expense, replace, repair, or restore the affected facilities to their original condition, to the satisfaction of said owner.
- 22.4 In the event that the owner of the facility desires to use his/her own forces to perform the replacement, repairing or restoring of affected facilities, the Contractor shall reimburse the owner of said facilities for such expenses as said owner may accrue in performing such work. The Contractor shall not be entitled to receive additional compensation under this contract for such work.

- 22.5 Upon learning of the existence and location of any utility omitted from or shown incorrectly on the contract drawings the Contractor shall notify the utility owner and the Engineer/Architect and assume full responsibility for that utility's protection or relocation as described above.

23. MATERIALS FOUND AT THE SITE

- 23.1 All timber, fences, buildings, stone, sand, utility lines, pipes, and any other appurtenances, materials, or articles of value found on lands or in excavations within the contract limits shall be brought to the attention of the Engineer/Architect.
- 23.2 If such items are found in or upon lands of the Owner, they shall remain the property of the Owner. Such materials may, therefore be used by the Contractor in the work at the discretion of the Engineer/Architect or the Owner, for purposes for which they are acceptable. If not otherwise claimed by the Owner or his/her representatives, such items shall be considered waste and shall be disposed of by the Contractor as stipulated hereafter.
- 23.3 If such items are found in or upon lands or easements being used in the project but being owned by parties other than the Owner, they shall remain the property of such other owners. If claimed by these owners, the items shall be turned over to these owners at the site of the work as the Engineer/Architect directs. If such items are not claimed by these owners, they may similarly be used in the work as stipulated in the preceding paragraph, or be considered waste and be disposed of by the Contractor as stipulated hereafter.
- 23.4 Disposal of waste materials shall be the Contractor's responsibility as an integral part of the contract and shall be done without special payment from the Owner. The decision as to whether disposal takes place inside or outside of the project limits shall be subject to control by the Engineer/Architect. If disposal takes place within the project limits, it shall be done by the Contractor subject to the direction and satisfaction of the Engineer/Architect. Waste material shall not be sold to parties within the project limits. If disposal takes place outside the project limits, it shall be done by the Contractor exclusively at his discretion and be solely his/her responsibility. The Contractor will be required to show the Engineer/Architect how he/she plans to dispose of the waste (i.e., unsuitable backfill, rock, etc.) in an environmentally acceptable manner. The Engineer/Architect will require copies of release forms from property owners who have agreed with Contractor to accept spoil materials.

24. BLASTING

Blasting Shall Not Be Allowed.

25. OPERATION OF VALVES AND HYDRANTS

- 25.1 Operation of all valves and hydrants under pressure shall be done by representatives of the Water Department or owner of the water utility of the locality where the work is performed, or under their direct supervision and with their approval.
- 25.2 The Contractor shall give sufficient notice to the Engineer/Architect when and where he desires operation of valves and hydrants so that the Water District representatives can be contacted and be present. The Contractor shall notify customers served by the main in adequate time before the closing of a section to permit them to draw water for their use while the main is shut down.

26. USE AND PROTECTION OF WATERS IN NEW YORK STATE

The Contractor is advised that any work or operations which in any way disturb or affect the streambed or banks of any stream, wetlands or other waters of the United States which are classified or regulated by the New York State Department of Environmental Conservation, the United States Army Corps of Engineers, or other local agency falls under the control and supervision of the Department of Environmental Conservation, the United States Army Corps of Engineers, and other local agency. In compliance with the law, the Contractor will be required to contact the Local Permit Agent of NYSDEC, the USACOE, and/or other local agency and advise him/her of his/her intent to impact said stream, the United States Army Corps of Engineers, and other local

agency. They will then advise the Contractor of the procedures and conditions to be followed, if any, in making the stream crossings and/or working on the banks of the stream.

27. SANITARY SEWER AND WATER MAIN SEPARATION

27.1 Horizontal Separation

Sewer pipe and water mains shall be separated by a minimum 10 foot horizontal distance. The distance shall be measured edge to edge. In cases where it is not practical to maintain a ten foot separation, the appropriate reviewing agency may allow deviation on a case-by-case basis, if supported by data from the design Engineer/Architect. Such deviation may allow installation at less than the ten foot horizontal separation provided that the water main is in a separate trench or on an undisturbed earth shelf located on one side of the sewer and at an elevation so the bottom of the water main is at least 18 inches above the top of the sewer.

27.2 Crossings

At crossings of sewers and water mains, a minimum vertical distance of 18 inches shall be provided between the outside of the water main and the outside of the sewer. This shall be the case where the water main is either above or below the sewer. The crossing shall be arranged so that the sewer joints will be equidistant and as far as possible from the water main joints. At crossings of sewers and water mains, the pipe undermined during construction shall receive adequate structural support to prevent damage.

27.3 Special Conditions

When it is impossible to obtain proper horizontal and vertical separation as stipulated above, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to assure watertightness prior to backfilling.

END OF SECTION 00820
EXCEPT FOR WAGE RATE SCHEDULES AND
NYSDEC MANDATORY CONTRACT CLAUSES WHICH FOLLOW
AND END ON PAGE 00820 - 44

NEW YORK STATE DEPARTMENT OF LABOR
BUREAU OF PUBLIC WORK
STATE OFFICE CAMPUS, BLDG. 12
ALBANY, NY 12240

SCHEDULE 2001

Date 04/05/02

CITY OF GLOVERSVILLE

PRC 0203109 FULTON COUNTY

01

JEFF MARX, PROJ. ENGR.
C.T. MALE ASSOCIATES, P.C.
50 CENTURY HILL DRIVE

Location and Type of Project
PROJECT ID #: NONE
DEMOLITION UNDER NYS ENVI
RESTORATION PROG. 130-146
W.8TH AVE., RISEDORPH
TANNERY, GLOVERSVILLE, NY

LATHAM NY 12110

In response to your request, enclosed is the schedule of the prevailing hourly wage rates and the prevailing hourly supplements for the above project, together with copies of the Notice of Contract Let (PW-16) for your use.

THE SCHEDULE MUST BE ANNEXED TO AND FORM A PART OF THE SPECIFICATIONS FOR THIS PROJECT WHEN IT IS ADVERTISED FOR BIDS.

These schedules have been prepared and forwarded in accordance with Article 8 of the NYS Labor Law, which provides that it shall be the duty of the fiscal officer to ascertain and determine the schedules of supplements to be provided and wages to be paid to workers, laborers and mechanics employed on public work projects, and to file such schedules with the Department having jurisdiction.

This schedule is effective from July 1, 2001 through June 30, 2002. All updates, corrections and future copies of the annual determination are available on the Department's website (www.labor.state.ny.us).

The attached rates are based on the latest information available to the Department of Labor, Bureau of Public Work. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project.

NOTICE TO CONTRACTING AGENCIES:

Upon cancellation or completion of this project, enter the necessary information and return this page to:

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

PROJECT HAS BEEN COMPLETED/CANCELLED:

Date _____

Signature _____

Title _____

For additional information, contact our local District Offices:

Albany	(518) 457-2744	Syracuse	(315) 428-4056
Binghamton	(607) 721-8005	Rochester	(716) 258-4505
Buffalo	(716) 847-7159	Utica	(315) 793-2314
Hempstead	(516) 485-4878	White Plains	(914) 997-9507
New York City	(212) 352-6088		

PW-200 (6-01)

GENERAL PROVISIONS OF LAWS COVERING WORKERS ON PUBLIC WORK CONTRACTS

INTRODUCTION

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

RESPONSIBILITIES OF THE DEPARTMENT OF JURISDICTION

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

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

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

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW-200 and PW-200.1 forms are provided for that purpose.

HOURS

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

WAGES AND SUPPLEMENTS

The wages and supplements to be paid and/or provided to laborers, workers and mechanics employed on a public work project shall be not be less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule from the:

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

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is required to provide complete copies to all prime contractors who in turn must provide copies to each subcontractor and obtain an affidavit certifying such schedule was received.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1 thru June 30 of the following year. The annual determination is available on the Department of Labor website (www.labor.state.ny.us). The prime contractor is required by law to provide copies of all applicable county schedules to each subcontractor and to obtain from each and every subcontractor an affidavit certifying that such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the Department's website.

PAYROLLS AND PAYROLL RECORDS

Every contractor and subcontractor must keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project:

- * Name
- * Classification(s) in which the worker was employed
- * Hourly wage rate(s) paid
- * Supplements paid or provided
- * Daily and weekly number of hours worked in each classification.

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

In addition, the Commissioner of Labor may require contractors to furnish, within ten days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to, time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten days will result in the withholding of up to 25% of the contract, not to exceed one hundred thousand dollars. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000, payroll records and certifications must be kept on the project worksite.

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

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

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

DETERMINATION OF PREVAILING WAGE AND SUPPLEMENT RATE UPDATES APPLICABLE TO ALL COUNTIES

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

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the

Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational only and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

WITHHOLDING OF PAYMENTS

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

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

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

SUMMARY OF NOTICE POSTING REQUIREMENTS

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

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

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

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

APPRENTICES

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

Article 8 of the New York State Labor Law requires that only apprentices individually registered with the New York State Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency or office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing to the:

New York State Department of Labor
Office of Employability Development/Apprenticeship Training
State Office Campus, Bldg. 12
Albany, NY 12240

Fax (518) 457-7154

All requests for verification must include the name and social security number of the person for whom the information is requested.

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

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

INTEREST AND PENALTIES

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

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

DEBARMENT

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

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

CRIMINAL SANCTIONS

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) constitute a misdemeanor punishable by fine or imprisonment, or both.

DISCRIMINATION

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

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

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

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

There may be deducted from the amount payable to the contractor under the contract a penalty of fifty dollars for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract. See Section 220-e(c).

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

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

WORKERS' COMPENSATION

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

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

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

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

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

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

UNEMPLOYMENT INSURANCE

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



NEW YORK STATE DEPARTMENT OF LABOR

Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

CITY OF GLOVERSVILLE

JEFF MARX, PROJ. ENGR.
C.T. MALE ASSOCIATES, P.C.
50 CENTURY HILL DRIVE

LATHAM NY 12110

FULTON COUNTY
AGY. OF JURIS. : CITY
NAT. OF PROJECT: OTHER RECON, MAINT, REPAIR, ALT

Schedule Type

Date 04/05/02 2001

Prevailing Rate Case No.

0203109 01
PROJECT ID #: NONE
DEMOLITION UNDER NYS ENVI
RESTORATION PROG., 130-146
W. 8TH AVE., RISEDORPH

Copies of the wage and supplement schedule for the Public Work project identified above are enclosed herewith. Sec. 220.3a of the Labor Law requires that certain information be furnished to the Commissioner of Labor.

Accordingly, you **MUST** complete **ONE** of these requests for EACH prime contract let immediately upon notifying a successful bidder for this Public Work project. Photocopy as many blank forms as required to supply one for each contractor.

Return this request to the address given above

- ☐ Project **CANCELLED, POSTPONED** or assigned to agency's own employees. If reactivated, new rates and supplements will be requested.
- ☐ CONTRACT AWARDED: (check one and indicate date of first legal instrument which bound agency to contract.)
- ☐ Letter of Intent _____ ☐ Contract Signed _____ ☐ Resolution _____

Work to be done by this prime contractor:

Type of Contract: **CHECK APPLICABLE TYPE**

- ☐ (01) General Construction ☐ (02) Heating/Ventilation ☐ (03) Electrical
☐ (04) Plumbing ☐ (05) Other _____

Contractor Information: **ALL INFORMATION MUST BE SUPPLIED**

CONTRACTOR'S TELEPHONE #:

Federal Employer Identification Number: _____ () _____ - _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Amount of Contract _____ Approximate Starting Date: ____/____/____

Approximate Completion Date: ____/____/____

Estimated Date Entire Project Will be Completed: ____/____/____

CONTRACTS NOT YET AWARDED

Type of Contract (Check all applicable contract types)

- ☐ (01) General Construction ☐ (02) Heating/Ventilation ☐ (03) Electrical
☐ (04) Plumbing ☐ (05) Other _____

Signature _____ Date _____

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-----2001-----

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.

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

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

SUPPLEMENTAL BENEFITS

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is for each hour worked, some classifications require the payment or provision of supplements for each hour paid (including paid holidays on which no work is performed) and/or may require supplements to be paid or provided at a premium rate for premium hours worked.

EFFECTIVE DATES

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

APPRENTICE TRAINING RATIOS

The following are the allowable ratios of registered Apprentices to Journeyworkers. 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	1:1,1:4
Mason	1:1,1:4
Carpenter	1:1,1:4
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2

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Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:4
Iron Worker	1:1,1:6
Laborer	1:1,1:3
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 - Hempstead	516-485-4878	516-485-0322
Bureau of Public Work - Rochester	716-258-4505	716-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2342
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - New York City	212-352-6088	212-352-6186
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

5/23/2001) NOTES Admin.

OVERTIME/HOLIDAY CODES

OVERTIME

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

- (A) Time and one half of the hourly rate after 7 hours per day.
- (AA) Time and one half of the hourly rate after 7 and one half hours per day.
- (B) Time and one half of the hourly rate after 8 hours per day.
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours.
- (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

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- 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.
 - (F) Time and one half of the hourly rate on Saturday and Sunday.
 - (G) Time and one half of the hourly rate on Saturday and Holidays.
 - (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays.
 - (I) Time and one half of the hourly rate on Sunday.
 - (J) Time and one half of the hourly rate on Sunday and Holidays.
 - (K) Time and one half of the hourly rate on Holidays.
 - (L) Double the hourly rate on Saturday.
 - (M) Double the hourly rate on Saturday and Sunday.
 - (N) Double the hourly rate on Saturday and Holidays.
 - (O) Double the hourly rate on Saturday, Sunday, and Holidays.
 - (P) Double the hourly rate on Sunday.
 - (Q) Double the hourly rate on Sunday and Holidays.
 - (R) Double the hourly rate on Holidays.
 - (S) Two and one half times the hourly rate for Holidays, if worked.
 - (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays. One and one half times the hourly rate all additional hours.
 - (T) Triple the hourly rate for Holidays, if worked.
 - (U) Four times the hourly rate for Holidays, if worked.
 - (V) Including benefits at SAME PREMIUM as shown for overtime.
 - (W) Time and one half for benefits on all overtime hours.

NOTE: BENEFITS are PER HOUR WORKED, for each hour worked, unless otherwise noted

HOLIDAYS

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 Day, Thanksgiving Day, and Christmas Day.
- (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 Day.
- (17) July 4th.

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(18) 1/2 Day before Christmas Day.
(19) 1/2 Day before New Years Day.
(20) Thanksgiving Day.
(21) New Year's Day.
(22) Christmas Day.
(23) Day before Christmas.
(24) Day before New Year's Day.
(25) Presidents' Day.
(26) Martin Luther King, Jr. Day.

Asbestos Worker

WAGES: (per hour)

7/01/2001 5/01/2002 5/01/2003

Asbestos Worker..... \$ 22.56 23.06 23.81

OVERTIME PAY: See (B, D1, O*) on OVERTIME PAGE.
* Triple time on Labor Day.

HOLIDAYS:

PAID:..... See (1) on HOLIDAY PAGE.
OVERTIME:..... See (5,6) on HOLIDAY PAGE.

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

1st.	2nd.	3rd.	4th.
50%	60%	70%	80%

SUPPLEMENTAL BENEFITS: (per hour worked)

Journeyman &
Apprentices..... \$ 9.55

1-40

Asbestos Worker - Abatement Only

WAGES: (per hour)

7/01/2001

Asbestos Worker
Removal & hazardous
abatement Only.....\$ 16.57

Only for the removal of insulation materials from mechanical systems which
are not going to be scrapped. For ALL other removal work, please refer
to the appropriate Building Laborer category.

OVERTIME PAY:..... See (B,E,Q*,T*,) on overtime page.

HOLIDAYS:

PAID:..... See (1) on HOLIDAY PAGE.
OVERTIME:..... See (2,4,6,25) on HOLIDAY PAGE.
*Code Q applies to 4,6,25.
*Code T applies to 2.

APPRENTICES: (1) year terms at the following percentage of mechanics
wage:

1st.	2nd.
60%	70%

Supplemental Benefits (per hr. worked):
Journeyman &
Apprentices.....\$ 7.25

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1-201North

Boilermaker

WAGES: (per hour) 7/01/2001 10/01/2001 10/01/2002

Boilermaker.....\$23.28 \$24.01 \$24.73

OVERTIME PAY:.....See (B,E,Q*,) on OVERTIME PAGE.
*-DOUBLE TIME AFTER TEN HOURS ON MON.-SAT.

HOLIDAYS:

PAID:.....See (1) on HOLIDAY PAGE.

OVERTIME:.....See (5, 6,10,11,15) on HOLIDAY PAGE.

APPRENTICES: (1/2) year terms at the following percentage of Journeyman's
wage.

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

SUPPLEMENTAL BENEFITS: (per hour worked)

	7/01/2001	10/01/2001	10/01/2002
Journeyman &	13.03	13.55	14.08
Apprentices.			

1 -197

Carpenter - Building

WAGES: (per hour)

7/01/2001

Building:

Carpenter.....	\$ 20.35
Floor Coverer.....	20.35
Carpet Layer.....	20.35
Dry-Wall Applicator.....	20.35
Lather.....	20.35
Millwright.....	20.85
PILEDRIIVER.....	20.85
Diver-Wet Day.....	24.05
Diver -Dry Day.....	21.35
Diver Tender.....	21.35

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

HOLIDAYS:

Paid:.....See (1) on HOLIDAY PAGE.

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

APPRENTICES: (1/2) year terms at the following percentage of Journeyman's
wage.

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

SUPPLEMENTAL BENEFITS: (per hour worked)

Journeyman.....	\$ 7.985
Apprs. 1st & 2nd Terms...	3.23
Apprs. 3rd & 4th Terms...	5.27
APPRS. 5th - 8th Terms...	7.985

1-370

Carpenter - Heavy Highway

CARPENTER- HEAVY/HIGHWAY

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WAGES: (per hour)

7/01/2001

Effective 9/01/2001
additional .28

Heavy/Highway:	
Carpenter.....	\$ 21.16
Millwrights.....	21.66
WELDER & HAZARDOUS WORK..	22.66
DIVER WET DAY.....	40.62
DIVER DRY DAY.....	22.16
TENDER.....	22.16

OVERTIME PAY:..... See (B,E,E2,Q,) on OVERTIME PAGE.

HOLIDAYS:

Paid:..... See (2,17) on HOLIDAY PAGE.

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

APPRENTICES: (1/2) year terms at the following percentage of Journeyman's wage.

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

SUPPLEMENTAL BENEFITS: (per hour worked)

Journeyman.....	\$ 7.985
Apprs 1st & 2nd terms....	3.23
Apprs 3rd & 4th terms....	5.27
Apprs All other terms....	7.985

1-370h

Electrician

OTSEGO COUNTY: Only the Towns of Decatur and Worchester

GREENE COUNTY: Only that portion of the county that lies north of Route 23A.

ELECTRICIAN

WAGES: (per hour)

7/01/2001

Electrician.....	\$ 23.87
Audio/Sound.....	23.87
Certified Welder.....	26.26

An additional \$1.19 above rate for work over 30' above floor when working on tooth picks, structural steel, temp. platforms, swing scaffolds & boatswain chairs

An additional \$2.38 above rate on towers & smoke stacks over 100' high.

An additional 20% above rate in shafts over 25' deep & tunnels over 50' lg under const.

OVERTIME PAY:..... See (B,E*,Q) on OVERTIME PAGE.

* DOUBLE TIME AFTER 10 HOURS ON SATURDAY

HOLIDAYS:

Paid:..... See (1) on HOLIDAY PAGE.

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

APPRENTICES: (hour) terms at the folling percentage of Journeyman's wage.

6mo.	1yr.	2yr.	3rdyr.	4thyr.	5thyr.
(40%	45%)	(50%	60%	70%	80%)
(1000 Hr's ea.)		(1500 hours ea.)			

SUPPLEMENTAL BENEFITS: (per hour worked)

Journeyman.....	\$ 10.85+3% of Gross Wages
Apprentice 1st Term.....	5.60
" 2nd ".....	5.60
" 3rd ".....	10.85
" 4th ".....	10.85
" 5th ".....	10.85

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" 6th " 10.85 "

1-236

Electrician Lineman

ELECTRICIAN - LINEMAN - Includes Teledata Work within Ten feet of High Voltage Transmission Lines

WAGES: (per hour)

	7/01/2001	5/05/2002	5/04/2003
Lineman/Tech./Welder	\$31.25	32.51	33.79
Cable splicer	31.25	32.51	33.79
Digging Machine Operator..	28.13	29.26	30.41
Tract Trlr Driver.....	26.56	27.63	28.72
Truck Dr/Groundman.....	25.00	26.01	27.03
Mechanic 1st Class.....	25.00	26.01	27.03
Flagman.....	18.75	19.51	20.27

Additional 1.00 per hr. for crew on helicopter job.

Above rates applicable on all overhead 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.

Lineman/Technician.....	30.04	31.30	32.56
Digging Machine Operator.....	27.04	28.17	29.30
Trctr Trlr Driver....	25.53	26.61	27.68
Truck Dr/Groundman....	24.03	25.04	26.05
Mech. 1st Class.....	24.03	25.04	26.05
Flagman.....	18.02	18.78	19.54
Certified Welder.....	31.54	32.87	34.19
Cable Splicer	33.04	34.43	35.82

Additional 1.00 per hour on helicopter job.

Above rates apply on Switching Structures, Maintenance projects, Railroad Catenary install/maint, Third rail installation, Bonding of Rails and pipe type cable and installation of Fiber Optic Cable.

Lineman /Tech	28.75	30.01	31.27
Welder/Cable Splicer	28.75	30.01	31.27
Digging Machine Operator	25.88	27.01	28.14
Tractor Trailer Driver	24.44	25.51	26.58
Truck Driver/Groundman.....	23.00	24.01	25.02
Mechanic 1st Class.....	23.00	24.01	25.02
Flagman.....	17.25	18.01	18.76

Additional 1.00 per. hr. for crew on helicopter job.

Above 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.

Lineman/tech	28.75	30.01	31.27
Cable splicer.....	31.63	33.01	34.40

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Certified welder.....	30.19	31.51	32.83
Digging machine operator	25.88	27.01	28.14
Tractor trailer driver..	24.44	25.51	26.58
Mechanic 1st class.....	23.00	24.01	25.02
Truck driver/Groundman.....	23.00	24.01	25.02
Flagman.....	17.25	18.01	18.76

Page 2

Additional \$ 1.00 per hour for crew on helicopter job.

Above rates applicable on all electrical sub-stations, Fiber Optic Cable and all other work not defined as "Utility outside electrical work".

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

HOLIDAYS:

Paid: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Gov. Election Day.

Overtime: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Gov Election Day.

SUPPLEMENTS for holidays paid at straight time.

The following APPRENTICE rates and the following SUPPLEMENTAL benefits apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.

APPRENTICES: (1000) hr terms at the following percentage of Journeyman's wage.

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

SUPPLEMENTAL BENEFITS: (per Hour worked including above listed holidays.

\$ 7.50	8.00	8.50
plus	plus	plus
7% of wage	7% of wage	7% of wage

6-1249a

Electrician Lineman Pole Treater
STATEWIDE except for the following Counties: Bronx, Kings, New York County, Queens, Richmond, Nassau, and Suffolk.

LINEMAN - Pole Treater

WAGES: (per hour)

6/01/2001

POLE TREATER AND MAINTENANCE

Pole treater 1st (Minimum 1 year experience)	\$11.52
Pole treater 2nd (Minimum 6 months experience)	10.91
Pole treater 3rd (Minimum 3 months experience)	10.31
Inexperienced treater (Less than 3 months)	9.71

OVERTIME PAY: See (B, H) on OVERTIME PAGE.

HOLIDAYS

Paid : See (5, 6, 8, 10, 15) on HOLIDAY PAGE.

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Overtime : See (5, 6, 8, 10, 15) on HOLIDAY PAGE.

SUPPLEMENTAL BENEFITS: (per hours worked including the above listed holidays)

\$ 3.35
plus 3%
of wage

*NOTE.....ABOVE RATES APPLICABLE THROUGHOUT THE ENTIRE STATE EXCEPT THE
FOLLOWING COUNTIES: BRONX, KINGS, NEW YORK COUNTY, QUEENS, RICHMOND, NASSAU,
AND SUFFOLK COUNTIES.

6-1249pole

Electrician Lineman Teledata

ELECTRICIAN LINEMAN/TELEDATA - For work outside building property lines****

**** EXCLUDES - Teledata work within ten feet of High Voltage transmission
lines, for this work please see LINEMAN.

WAGES: (per hour)	07/01/2001	12/31/2001	12/30/2002
Cable Splicer	21.54	22.29	23.07
Installer/Repairman	20.45	21.17	21.91
Teledata Lineman	20.45	21.17	21.91
Technician/Equip oper	20.45	21.17	21.91
Groundman.....	10.84	11.22	11.61

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

HOLIDAYS:

Paid: NONE

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

SUPPLEMENTAL BENEFITS:			
per hour worked	\$2.80	2.80	2.80
	plus 3%	plus 3%	plus 3%
	of wage	of wage	of wage

Electrician Lineman Traffic Signal Lighting

LINEMAN/ELECTRIC

WAGES: (per hour)	7/01/2001	5/05/2002	5/04/2003
Certified Welder... ..	\$27.15	28.50	29.82
Lineman/Technician.....	25.86	27.14	28.40
Digging Mach.....	23.27	24.43	25.56
Tractor trailer driver.	21.98	23.07	24.14
Truck Driver/groundman.	20.69	21.71	22.72
Mechanic 1st Class.....	20.69	21.71	22.72
Flagman	15.52	16.28	17.04

Above rates applicable on ALL Lighting and Traffic Signal Systems with the
installation, testing, operation, maintenance and repair of all traffic

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control and illumination projects, traffic monitoring systems, road weather information systems and the installation of Fiber Optic Cable.

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

HOLIDAYS:

Paid: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Gov Election Day.
Overtime: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Gov Election Day.
Supplements paid at STRAIGHT TIME rate for holidays.
Overtime: (5, 6, 8, 13, 25)
The following APPRENTICE Rates and the following SUPPLEMENTAL BENEFITS apply to all classifications.

APPRENTICES: (1000) hour terms at the following percentage of Journey's wage.

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

SUPPLEMENTAL BENEFITS: per Hour Worked including above listed holidays.

\$ 7.50	8.00	8.50
plus	plus	plus
6.5% of wage	6.5% of wage	6.5% of wage

NOTE: Each employee in a helicopter crew to receive \$ 1.00 above reg pay rate.

6-1249a-LT

Electrician Lineman Tree Trimmer

PUTNAM COUNTY: Entire county except Brewster Township.

LINEMAN-TREE CLEARANCE/TRIMMING

Applies to line clearance, tree work and right-of-way preparation on all new or existing overhead electrical, telephone and CATV lines where construction is involved. Does not apply to beautification or line of sight trimming.

WAGES: (per hour)

	07/01/2001	1/01/02	1/01/03	1/01/04	1/01/05
Tree Trimmer:					
Treeman.....	15.89	16.84	17.85	18.92	19.73
" Equip. Operator.	14.08	14.92	15.82	16.77	17.47
" Mechanic.....	14.08	14.92	15.82	16.77	17.47
" Truck Driver....	11.96	12.68	13.44	14.25	14.84
" Inexperienced Grdsman	9.91	10.50	11.13	11.80	12.28
" Flagman	7.17	7.60	8.06	8.54	8.88

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

HOLIDAYS:

Paid: See (5, 6, 8, 10, 15, 16) on HOLIDAY PAGE.
Overtime: See (5, 6, 8, 10, 15, 16) on HOLIDAY PAGE.
Supplements paid at STRAIGHT TIME rate for holidays.
Overtime: (5, 6, 8, 10, 15, 16)

SUPPLEMENTAL BENEFITS: (per hour worked including above listed holidays.

3.75 plus	3.85 plus	3.95 plus	4.05 plus	4.15 +
3% of	3% of	3% of	3% of	3% of
Wage	wage	wage	wage	wage

6-1249TT

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Elevator Constructor & Maintenance

GREENE COUNTY: All except the Townships of Catskill and Hunter.

COLUMBIA COUNTY: Only the Townships of Stuyvesant, Kinderhook, Chatham, Canaan, Stockport, Ghent, Austerlitz, Greenport, Claverack, Hillsdale and New Lebanon.

ELEVATOR

WAGES: (per hour)

7/01/2001

Elevator Constructor..... \$ 26.465

" " Helper..... 18.53

OVERTIME PAY:..... See (D, O) on OVERTIME PAGE.

HOLIDAYS:

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

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

APPRENTICES: (1/2) year terms at the following percentage of Journeyman's wage.

1st.	2nd.	3rd.	4th.	5th.	6th.	7th.	8th.
60%	65%	70%	75%	80%	85%	90%	95%

SUPPLEMENTAL BENEFITS: (per hour worked)

Journeyman/helper..... \$ 7.505
+ 6% of
wage

1-35

Glazier

GLAZIER

WAGES: (per hour)

7/01/2001 7/01/2002 7/01/2003 7/01/2004

Glazier.....	\$ 19.12	19.87	20.57	21.27
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OVERTIME PAY:..... See (B,E,Q) ON OVERTIME PAGE.

HOLIDAYS:

PAID:..... See (1) on HOLIDAY PAGE.

OVERTIME:..... See (5,6) on HOLIDAY PAGE

APPRENTICES: (1/2) year terms at the following percentage of Journeyman's wage.

1st.	2nd.	3rd.	4th.	5th.	6th.	7th.	8th.
35%	45%	55%	65%	75%	85%	90%	95%

SUPPLEMENTAL BENEFITS: (per hour WORKED)

Journeyman & Apprentices.....	6.36	7.11	7.91	8.71
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1-155

Ironworker

OTSEGO COUNTY: Only the Townships of Unadilla, Butternut, Morris, Otego, Oneonta, Laurens, Millford, Maryland and Worcester.

MONTGOMERY COUNTY: Only the Townships of Florida, Amsterdam, Charleston, Glen, Mohawk and Root.

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FULTON COUNTY: Only the Townships of Broadalbin, Mayfield,
Northampton, Bleeker and Johnstown.
HAMILTON COUNTY: Only the Townships of Hope, Benson and Wells.
IRONWORKER

WAGES: (per hour)

7/01/2001

Ornmental/Reinf/Rodman..	\$20.75
Sheeter Bucker-up.....	20.875
Structural & PRECAST....	20.75
Mover/Rigger.....	20.75
Fence Erector.....	20.75
Stone Derrickman.....	20.75
SHEETER.....	21.00

OVERTIME PAY:..... See (B,E,Q,) on OVERTIME PAGES.

HOLIDAYS:

Paid:..... See (1) on HOLIDAY PAGE.

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

APPRENTICES: (1/2) YEAR TERMS AT THE FOLLOWING PERCENTAGE OF JOURNEYMAN'S WAGE.

1ST	2ND	3RD	4TH	5TH	6TH	7TH	8TH
50%	50%	60%	60%	70%	80%	90%	90%

SUPPLEMENTAL BENEFITS(per hour worked)

JOURNEYMAN	11.79
APPR. 1ST YEAR.....	3.50
APPR. ALL OTHER TERMS...	11.79

1-12

Ironworker

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

FULTON COUNTY: Only the Townships of Caroga, Ephratah ,Oppenheim, Strafford.

HAMILTON COUNTY: Only the Townships of Arietta, Indian Lake, Lake Pleasant, Long Lake and Morehouse.

JEFFERSON COUNTY: Only the Townships of Antwerp, Champion, Philadelphia and Wina.

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

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

OTSEGO COUNTY: Only the Townships of Burlington, Cherry Valley, Decatur,

Edmeston, Exeter, Hartwick, Middlefield, New

Lisbon, Otsego, Pittsfield, Plainfield, Richfield, Roseboom, Springfield and Westford.

IRONWORKER

WAGES: (per hour)

Bids Prior
to 7/1/99

7/1/2001 5/1/2002

Structural/Reinforcing	18.96	20.40	Addit.
Mach. Mover/Ornamental	18.96	20.40	\$1.25
Stone Derrickman.....	18.96	20.40	
Chain Link Fence....	18.96	20.40	
Sheeter Bucker-Up...	19.06	20.40	
Sheeter Ironworker...	19.21	20.40	

OVERTIME PAY: See (B,E,E2,Q) on OVERTIME PAGE.

HOLIDAYS:

Paid: See (1) on HOLIDAY PAGE.

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

New York State Prevailing Rate Schedule Department of Labor
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APPRENTICES: (hour) terms at the following percentage of Journeyman's wage.
to 1500 to 3000 to 4500 to 6000
50% 60% 75% 85%

SUPPLEMENTAL BENEFITS: (per hour worked)

Bids prior to 7/01/1999 7/01/2001
Journeyman \$ 7.88 \$11.44
Apprentice \$ 3.12 \$ 3.82

7-440

Laborer - Building

FULTON COUNTY: Only the Townships of Bleeker, Mayfield, Northampton, Johnstown, Broadalbin and Perth.

MONTGOMERY COUNTY: Only the Townships of Mohawk, Glen, Charleston, Amsterdam and Florida.

SARATOGA COUNTY: Only the Townships of Day, Hadley, Edinburg, Corinth, Moreau, South Glens Falls, Providence, Greenfield, Wilton, Galaway, Northumberland, Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park.
LABORER

Building Laborer:	7/01/2001	7/01/2002
Group #1: General.....	\$ 18.23	Addit.
Group #2: High Rate.....	18.73	.85
Blaster, Wagon Drill Operator, Form Setter, Well Pointing & Laser Operator.		
Group #3: Asb. Abatement.....	19.58	

OVERTIME PAY:..... See (B,E,E2,Q,) on OVERTIME PAGE.

HOLIDAYS:

Paid :..... See (1) on HOLIDAY PAGE.

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

APPRENTICES: 1000 Hours terms at the following percentage of Journeyman's wage.

1st.	2nd.	3rd.	4th.
50%	65%	80%	90%

SUPPLEMENTAL BENEFITS: (per hour worked)

Journeyman & Apprentices..... 6.85

1-157

Laborer - Building

FULTON COUNTY: Only the Townships of Stratford, Caroga, Oppenheim and Ephrata.

MONTGOMERY COUNTY: Only the Townships of Minden, Palantine, Canajoharie, Root and St. Johnsville.

LABORER

Building Laborer:

Group #1: Basic
Group #2: Pipe Layer, Mortar Mixer, Walk behind Mortar Buggy and Power Lift.
Group #3: Wagon Drill
Group #4: Blaster, Formsetter, Riding Mortar Buggy.
Group #5: Hazardous Waste Removal
Group #6: Asbestos and Lead Removal.

WAGES: (per hour)

7/01/2001

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2001

Building Laborer:

Group # 1.....	\$ 16.10
Group # 2.....	16.25
Group # 3.....	16.50
Group # 4.....	16.60
Group # 5.....	18.10
Group # 6.....	17.60

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

*When an employee has worked between 16 and 32 hours.

HOLIDAYS:

Paid: See (1) on HOLIDAY PAGE.

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

APPRENTICES: (hour) terms at the following percentage of Journeyman's wage.

to 1000	to 2000	to 3000	to 4000
60%	70%	80%	90%

SUPPLEMENTAL BENEFITS (per hour worked)

\$5.84

Laborer - Heavy Highway

FULTON COUNTY: Only the Townships of Bleeker, Mayfield, Northampton, Johnstown, Broadalbin and Perth.

MONTGOMERY COUNTY: Only the Townships of Mohawk, Glen, Charleston, Amsterdam and Florida.

SARATOGA COUNTY: Only the Townships of Day, Hadley, Edinburg, Corinth, Moreau, South Glens Falls, Providence, Greenfield, Wilton, Galaway, Northumberland, Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park

LABORER Heavy & Highway:

Group # A: Basic, Drill Helper, Flagman, Outboard and Hand Boats.

Group # B: Bull Float, Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of all SteelMash, Small Generators for Laborers, Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Tail or Screw Operator on Asphalt Paver, Water Pump Operators (1-1/2" and Single Diaphragm), Nozzle (Asphalt, Gunite, Seeding, and Sand Blasting), Laborers on Chain Link Fence clearing, and concrete footings, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer.

Group #C: All Rock or Drilling Machine Operators (Except Quarry Master and Similar Type), Acetylene Torch Operators, Asphalt Raker and Powderman.

Group #D: Blasters, Form Setters, Stone or Granite Curb Setters.

WAGES: (per hour)

7/01/2001

7/01/2002

7/01/2003

Heavy & Highway Laborer:

Group # A.....	\$20.54	Addit.	Addit.
Group # B.....	20.74	.85	.95
Group # C.....	20.94		
Group # D.....	21.14		

Additional 2.00 per hr. over base rate for work on a State or Federally designated waste site & where relevant State or Federal regulations require employees to use or wear forms of personal protection.

Workers on a single irregular work shift starting anytime from 5:00 pm to 1:00 am due to governmental mandated night work shall be paid an additional \$1.50 per hour. Effective on jobs bid after January 1, 2001.

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

HOLIDAYS:

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

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

APPRENTICES: 1000 HOURS TERMS AT THE FOLLOWING PERCENTAGE OF JOURNEYMAN'S WAGE.

1ST.	2ND.	3RD	4TH
50%	65%	80%	90%

SUPPLEMENTAL BENEFITS: (per hour worked)

JOURNEYMAN & APPRENTICES. 6.85

1-157h/h

Laborer - Heavy HighwayFULTON COUNTY: Only the Townships of Stratford, Caroga, Oppenheim and Ephrata.
MONTGOMERY COUNTY: Only the Townships of Minden, Palantine, Canajoharie, Root and St. Johnsville.

LABORER- HEAVY/HIGHWAY

Heavy/Highway Laborer:

Group # A: Basic, Drill Helper, Flagman, Outboard and Hand Boats.

Group # B: Bull Float, Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of all SteelMash, Small Generators for Laborers'

Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Tail or Screw Operator on Asphalt Paver, Water Pump Operators(1-1/2" and Single Diaphragm), Nozzle (Asphalt, Gunite, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer.

Group #C: All Rock or Drilling Machine Operators (Except Quarry Master and Similar Type), Acetylene Torch Operators, Asphalt Raker and Powderman.

Group #D: Blasters, Form Setters, Stone or Granite Curb Setters.

WAGES: (per hour)

7/01/2001

Heavy/Highway Laborer:

Group # A.....	19.25
Group # B.....	19.45
Group # C.....	19.65
Group # D.....	19.85

An additional \$2.00 to hourly rate when required to use or wear protective equipment on a Federal or State designated hazardous site.

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

HOLIDAYS:

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

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

APPRENTICES: (hour) terms at the following percentage of Journeyman's wage.

to 1000	to 2000	to 3000	to 4000
60%	70%	80%	90%

SUPPLEMENTAL BENEFITS: (per hour worked)

\$ 7.64

7-35/2h

Mason - Building

MASON-BUILDING

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WAGES: (per hour)

7/01/2001 10/01/2001

Bricklayer.....	\$ 22.10	22.70
Cement Mason(Bldg).....	22.10	22.70
Plasterer.....	22.10	22.70
Pointer/Caulker/Cleaner.....	22.10	22.70
StoneMasn./Fireproof.....	22.10	22.70

OVERTIME PAY:..... See (B, E, E2, Q,) on OVERTIME PAGE.

HOLIDAY:

Paid:..... See (1) on HOLIDAY PAGE.

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

APPRENTICES: MASONS (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)

\$ 9.34 9.49

1-2b.1

Mason - Heavy Highway

MASON-Heavy/Highway

WAGES: (per hour)

7/01/2001

Heavy/Highway:

Mason/Bricklayer..... \$ 19.06

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

HOLIDAY:

Paid:..... See (5,20) on HOLIDAY PAGE.

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

Apprentice wage(750 HR.TERMS) at % Journeyman's wage.

1st.	2nd.	3rd.	4th.	5th.	6th.	7th.	8th.
55%	60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS: (per hour worked)

Journeyman &

Apprentices:..... \$ 8.84

1-2hh.1

Mason - Tile Setters

MASON-Building

WAGES: (per hour)

7/01/2001

Building:

Marble, Tile, Slate

& Terrazzo Setter..... \$ 21.05

Finisher..... 18.75

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

HOLIDAY:

Paid:..... See (1) on HOLIDAY PAGE.

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

APPRENTICES:SETTER (Hour) terms at the following percentage of
Journeyman's wage.

1st.	2nd.	3rd.
(500 hrs.)	(1000 hrs.)	(500 hrs.)
60%	80%	90%

APPRENTICES:Finisher (Hour) terms at the following percentage of
Journeyman's wage.

1st.	2nd.	3rd.
(500 hrs.)	(1000 hrs.)	(500 hrs.)
70%	80%	90%

SUPPLEMENTAL BENEFITS: (per hour worked)

Setter:.....	\$ 9.04
Finisher:.....	7.34

1-2T.1

Operating Engineer - Building

DUTCHESS COUNTY: The northern portion of the county from the northern
boundary of the city of Poughkeepsie north.HERKIMER COUNTY: East of a North/South line through the Railroad Station at
Little Falls.

POWER EQUIPMENT OPERATOR - Building

CLASS A: Maintenance Engineer, Self-Contained Crawler Drill, Hydraulic Rock
Drill.CLASS B1: Crane, Hydraulic Cranes, Tower Crane, Locomotive Crane, Pile
driver, Cableway, Derricks, Whirlies, Dragline.CLASS B: Shovel, Backhoe(except tractor mtd. rubber tired), Gradalls, Power
road grader, all CMI equipment, Front-end rubber tire loader, Tractor-mounted
drill (quarry master), Mucking machine, Concrete central mix plant, Concrete
pump, Belcrete system, Automated asphalt concrete plant, and Tractor road
paver.CLASS C: Backhoe(tractor mtd rubber tired), Bulldozer, Push cat, Tractor,
Traxcavator, Scraper, LeTourneau grader, Form fine Grader, Road Roller,
Blacktop Roller, Blacktop Spreader, Power Brooms, Sweepers, Trenching
Machine, Barber Greene loader, Side booms, Hydro hammer, Concrete spreader,
Concrete finishing machine, One Drum Hoist, Power Hoisting(single drum),
hoist-two drum or more, 3 Drum Eng., power hoisting (2 drum & over) 2 & 3
Drum & Swing Engine, Hod Hoist, A-L Frame Winchs, Core & Well Drillers(one
drum), Post Hole Digger, CHB Vibro Tamp or Similar Mach. Batch Pin & Plant
Oper., Dinky Locom., Skid Steer loader, Track excav. 5/8 cu yd or under.
CLASS D: Forklift, High Lift, Lull, Oiler, Fireman and Heavy-duty Greaser,
Boilers, Steam Generators, Pump, Vibrator, Mortar Mixer, Air Compressor, Dust
Collector, Welding Machine, Well Point, Mechanical Heater, Generators,
Temporary Light Plants, Concrete Pumps, Electric Submersible Pump 4" and
over, Murphy type diesel generator, Conveyor, Elevators, Concrete Mixer and
Belcrete power pack (Belcrete system), Seeding & Mulching Machines, Pumps,
All hands off Machinery.* In the event that equipment listed above is operated by robotic control,
the classification covering the operation will be the same as if manually
operated.

WAGES: (per hour)

Class #	A.....	7/01/2001	5/1/2002
Class # A.....		\$ 23.25	24.25
Class # B1.....		24.56	26.06
Class # B.....		23.06	24.06
Class # C.....		22.55	23.55
Class # D.....		21.66	22.66

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Cranes: over 130ft add .35 per hr.-Tower crane over 5 stories add .50 per hr.
 " " 185ft " .70 " " - " " " 10 " " 1.50 per hr.
 " " 210ft " 1.50 " " - " " " 15 " " 2.00 per hr.
 " " 250ft " 2.00 " " - " " " 20 " " 2.50 per hr.
 " " 295ft " 2.50 " " " " " "

Additional 2.50 per hr. for hazardous or toxic waste work.
 Additional 2.00 per hr over B rate for Nuclear Leader work.
 Additional .40 per hr for tunnel or excavation of shaft 40' or more deep.

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

HOLIDAY:

Paid:..... See (1) on HOLIDAY PAGE.

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

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

1st.	2nd.	3rd.	4th.
60% of	65% of	70% of	75% of
Class D	Class C	Class B	Class A

SUPPLEMENTAL BENEFITS: (per hour paid)

Journeyman &

Apprentices:..... \$ 11.90 12.15

1-106b

Operating Engineer - Heavy Highway
 HERKIMER COUNTY: East of a North/South line through the Railroad Station at
 Little Falls.
 POWER EQUIPMENT OPERATOR - Heavy & Highway

MASTER MECHANIC:

CLASS 1A: Crane, Cherry Picker(over 5 ton capacity, Derricks (steel erection)
 Dragline, Overhead Crane (gantry or straddle), Piledriver, Boom Truck
 (Over 5 tons).

CLASS A: Automated Concrete Spreader(CMI Type), Automatic Fine Grader,
 Backhoe(except tractor-mounted,rubber tired), Backhoe Excavator Full Swing
 (CAT 212 or similar), Belt Placer(CMI Type), Blacktop Plant (automated),
 Cableway,Caisson Auger, Central Mix Concrete Plant (automated), Concrete
 Pump(8" or over), Dredge, Dual Drum Paver, Excavator (all purpose-hydraulic
 Gradall or similar), Profiler (over 105 H.P.), Front End Loader (4c.y.& over),
 Head Tower (Sauerman or equal), Hoist (two or three Drum), Mine Hoist,
 Holland Loader, Mucking Machine or Mole, Power Grader, Quad 9, Quarry Master
 (or equivalent), Scraper, Shovel, Side Boom, Slip Form Paver (If second man is
 needed, he shall be an Oiler), Tractor Drawn Belt Type Loader, Truck or
 Trailer Mounted Chipper(self-feeding), Tug & Operator (manned, rented
 equipment excluded) & Tunnel Shovel, Maintenance Engineer, Concrete Curb
 Machine, Self-Propelled Slip Form, Boom Truck 5 tons and under, Directional
 Drilling Machine, Back Filling Machine, Side Boom, Pavement Breaker (sp)
 Wertgen;PB-4 & similar type.

CLASS B: Backhoe (Tractor-Mounted,Rubber Tired), Bituminous Spreader & 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, Cherry Picker (5 ton capacity & under), Compressors
 (4 or less exceeding 2000 cfm combined capacity), Concrete Paver over 16S,
 Concrete Pump(Under 8"), Bituminous Recycling machine Crawler Drill Self
 Contained, Crusher, Diesel Power Unit, Drill Rigs (Tractor Mounted), Front End
 Loader(under 4 c.y.), Hi-Pressure Boiler (15 lbs.& over), Hoist(One Drum),

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WAGES: (per hour)

DIPPER & CLAMSHELL DREDGES	7-01-01- 9-30-01	10-01-01- 9-30-02	10-01-02- 9-30-03
CLASS A:			
Operator.....	\$ 26.85	\$ 27.45	\$ 28.07
CLASS B:			
Operator II.....	\$ 22.03	\$ 22.53	\$ 23.04
Engineer.....	23.64	24.17	24.72
Boat Master.....	22.23	22.73	23.24
CLASS C:			
Maintenance Eng...	\$ 22.57	\$ 23.07	\$ 23.59
Mate.....	21.03	21.51	21.99
Drag Barge Operator	21.03	21.51	21.99
Welder.....	22.21	22.71	23.22
Boat Capt.....	21.19	21.66	22.15
Chief of Party....	21.03	21.51	21.99
CLASS D:			
Oiler.....	\$ 17.78	\$ 18.18	\$ 18.59
Scowman.....	17.11	17.49	17.88
Rodman.....	17.11	17.49	17.88
Tug Deckhand.....	17.34	17.73	18.13
Deckhand.....	17.34	17.73	18.13

HYDRAULIC DREDGES	7-01-01- 9-30-01	10-01-01- 9-30-02	10-01-02- 9-30-03
CLASS A:			
Leverman.....	\$ 26.36	\$ 26.95	\$ 27.56
CLASS B:			
Leverman II	\$ 22.03	\$ 22.53	\$ 23.04
Engineer.....	23.12	23.64	24.17
Derrick Operator.....	23.12	23.64	24.17
Chief Mate.....	22.78	23.29	23.82
Chief Welder.....	23.42	23.94	24.48
Electrician.....	22.41	22.92	23.43
Fill Placer.....	22.78	23.29	23.82
Asst.Fill Placer.....	20.85	21.32	21.80
Boat master.....	22.22	22.72	23.23
CLASS C:			
Maintenance Eng.....	\$ 22.57	\$ 23.07	\$ 23.59
Mate.....	21.03	21.51	21.99
Drag Barge Operator..	21.03	21.51	21.99
Welder Dredge.....	22.20	22.70	23.21
Spider Barge Operator	22.00	22.50	23.01
Boat Capt.....	21.19	21.66	22.15
Chief of Party.....	21.03	21.51	21.99
CLASS D:			
Oiler.....	\$ 17.78	\$ 18.18	\$ 18.59
Shoreman.....	17.12	17.50	17.90
Rodman.....	17.12	17.50	17.90
Deckhand.....	17.12	17.50	17.90
Tug Deckhand.....	17.34	17.73	18.13

OVERTIME: See (B, F, R) on OVERTIME PAGE.

HOLIDAY:

PAID: See (5, 6, 8, 15, 26) on HOLIDAY PAGE.

OVERTIME: See (5, 6, 8, 15, 26) on OVERTIME PAGE.

SUPPLEMENTAL BENIFITS:(per hour worked)

"The following SUPPLEMENTAL BENEFITS apply to ALL catagories"

New York State Prevailing Rate Schedule Department of Labor
 -----Case Number-----
 0203109
 FULTON 2001

	7-01-01- 9-30-01	10-01-01- 9-30-02	10-01-02- 9-30-03
All Class A & B	\$ 5.99	\$ 6.20	\$ 6.45
(overtime hours add)	plus 7% of wage \$ 1.25	plus 7% of wage \$ 1.25	plus 7% of wage \$ 1.25
All Class C	\$ 5.39	\$ 5.60	\$ 5.85
(overtime hours add)	plus 7% of wage \$ 0.95	plus 7% of wage \$ 0.95	plus 7% of wage \$ 0.95
All Class D	\$ 4.79	\$ 5.00	\$ 5.25
(overtime hours add)	plus 7% of wage \$ 0.65	plus 7% of wage \$ 0.65	plus 7% of wage \$ 0.65

4-25a

Operating Engineer -Trenchless Pipeline Rehabilitation
 On Contracts for Inspection Only: These rates Do Not APPLY
 OPERATING ENGINEER - Trenchless Pipeline Rehabilitation

	June 1, 2000	July 1, 2001
Lead Tec TV Crew.....	\$29.17	4% increase
Wet Out Tec.....	\$29.17	"
Technician.....	\$28.00	"
Boiler Operator.....	\$28.58	"
Yard rate.....	\$24.51	"
Yard Mechanic.....	\$29.58	"

NOTE: PREMIUM PAY 20% on straight time hours for NEW YORK STATE D.O.T.
 and other GOVERNMENTAL MANDATED off-shift work.

OVERTIME PAY: See (D, O) on OVERTIME PAGE.

HOLIDAYS:

PAID: See (5, 6, 7, 8, 11) on HOLIDAY PAGE.**

** must work day before & day after or receive 2 hrs per intermittant day

OVERTIME: See (5, 6, 7, 8, 11) on OVERTIME PAGE.**

APPRENTICE (1) year terms at the following rates;

1st yr.....	\$ 16.74
2nd yr.....	17.42
3rd yr.....	17.94

SUPPLEMENTAL BENEFITS: (per hour worked)

Journeyman.....	\$ 21.94 Note
Note:OVERTIME Journeyman.	23.90
Apprentice.....	13.19 Note

-----Case Number-----

0203109
FULTON

2001

Note: OVERTIME Apprentice

8.40

4-138

Painter

PAINTER

WAGES: (per hour)

7/01/2001

5/01/2002

Brush, Roller, Spray....	\$ 20.44	21.24
Dry Wall Taper.....	20.44	21.24
Paper Hanger.....	20.44	21.24
Epoxy, Scaffold	21.44	22.24
Sandblasting.....	21.44	22.44
Rigging, Stilts.....	21.44	22.44
Water Tower.....	21.44	22.44
Open Steel Exterior...	21.44	22.44
Bridge RATE.....	33.27	36.27

OVERTIME PAY:..... See (B,H) on OVERTIME PAGE.

HOLIDAY:

Paid:..... See (1) on HOLIDAY PAGE.

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

APPRENTICES: (900 hour) terms at the following percentage of Journeyman's base wage.

1st.	2nd.	3rd.	4th.	5th.	6th.
45%	50%	60%	70%	80%	90%

SUPPLEMENTAL BENEFITS: (per hour worked)

\$ 3.05

3.05

1-201-Z1

Plumber/Steamfitter

HAMILTON COUNTY: Only the Townships of Arietta, Benson, Hope, Indian Lake, Lake Pleasant, Morehouse and Wells.

SARATOGA COUNTY: Only the Townships of Charlton, Clifton Park, Galway, Halfmoon, Milton, Stillwater and Waterford.

PLUMBER/STEAMFITTER

WAGES: (per hour)

7/01/2001

1/01/2002

5/1/2002

Plumber/Steamfitter.....	\$ 25.87	\$ 25.47	Addit. .90
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OVERTIME PAY:..... See (B,E*,Q,) on OVERTIME PAGE.
*Double time after 8 hrs. on Saturday.

HOLIDAY:

Paid:..... See (1) on HOLIDAY PAGE.

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

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

1st.	2nd.	3rd.	4th.	5th.
40%	50%	60%	70%	85%

SUPPLEMENTAL BENEFITS: (per hour worked)

New York State

Prevailing Rate Schedule

Department of Labor

-----Case Number-----

0203109
FULTON

2001

Journeyman &
Apprentices..... \$ 8.58 \$ 8.98

-----1-7-----

Roofer

ROOFER

WAGES: (per hour)

7/01/2001

Roofer/Waterproofer..... \$ 18.95
Pitch & Asbestos..... 19.95

OVERTIME PAY:..... See (B, E *Note, Q) on OVERTIME PAGE.
*Note-Saturday may be used as a make up day at straight time if employee misses 8 hrs or more during that week due to inclement weather.

HOLIDAY:

Paid:..... See (1) on HOLIDAY PAGE.

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

APPRENTICES: (1/2) year terms at the following percentage of Journeyman's wage.

1st. 2nd. 3rd. 4th. 5th. 6th. 7th. 8th.
40% 45% 50% 57% 64% 72% 80% 87%

SUPPLEMENTAL BENEFITS: (per hour worked)

Journeyman	\$ 7.02
Appr 1st & 2nd term	3.82
Appr 3rd term	5.45
Appr 4th term	5.64
Appr 5th term	5.89
Appr 6th term	6.12
Appr 7th term	6.40
Appr 8th term	6.60

-----1-241-----

Sheetmetal Worker

SHEETMETAL WORKER

WAGES: (per hour)

7/01/2001

Sheetmetal Worker..... \$ 22.99

OVERTIME PAY:..... See (B, E*, Q,) on OVERTIME PAGE.
* Double time after 8 hours on Saturdays.

APPRENTICE WAGES:

Appr 1st term.....	\$ 10.46
Appr 2nd term.....	11.21
Appr 3rd term.....	11.96
Appr 4th term.....	12.46
Appr 5th term.....	12.64
Appr 6th term.....	13.79
Appr 7th term.....	14.94
Appr 8th term.....	16.09
Appr 9th term.....	17.24
Appr 10th term.....	18.39

-----Case Number-----

0203109
FULTON

2001

HOLIDAY:

Paid:..... See (1) on HOLIDAY PAGE.
Overtime:..... See (5,6,18,19) on HOLIDAY PAGE.

SUPPLEMENTAL BENEFITS: (per hour worked)

Journeyman.....	\$ 10.01
Appr 1st term.....	5.80
Appr 2nd term.....	5.91
Appr 3rd term.....	6.06
Appr 4th term.....	6.14
Appr 5th term.....	8.23
Appr 6th term.....	8.45
Appr 7th term.....	8.68
Appr 8th term.....	8.91
Appr 9th term.....	9.14
Appr 10th term.....	9.35

1-83

Sprinkler Fitter

SPRINKLER FITTER BUILDING

WAGES: (per hour)

	7/1/2001	4/1/2002	4/1/2003	4/1/2004
Sprinkler Fitter.....	25.15	27.15	28.45	29.70

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

HOLIDAY:

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

APPRENTICES: (1/2) year terms at the following percentage of Journeyman's wage.

1st.	2nd.	3rd.	4th.	5th.	6th.	7th.	8th.	9th.	10th.
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS: (per hour worked)

Journeyman.....	\$ 9.00	9.05	9.10	9.15
Apprs. 1st & 2nd terms...	3.25	3.25	3.25	3.25
Apprs. 3th & 4th terms	6.00	6.05	6.10	6.15
All other terms.....	9.00	9.05	9.10	9.15

1-669

Survey Crew - Building

Dutchess County: Northern part of Dutchess county (to the Northern Boundary Line of the City of Poughkeepsie), east of a North/South line through the railroad station at Little Falls.

SURVEY CREW - BUILDING

SURVEY CLASSIFICATIONS: Party Chief- One who directs a survey party.
Instrumentman- One who runs the instrument and assists the Party Chief.
Rodman- One who holds the rods and in general, assists the survey party.

WAGES: (per hour)	7/01/2000	6/01/2001	6/01/2002
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Survey Rates-Building:

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FULTON

2001

Party Chief.....	\$21.93	\$22.74	\$23.45
Instrument/Rodperson	19.44	20.25	20.96

Additional \$3.00 per hour for work in a tunnel.
An additional 2.50 per hour for work in hazardous waste area.

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

HOLIDAYS:

 Paid: See (5, 6) on HOLIDAY PAGE

 Overtime: See (5, 6) on HOLIDAY PAGE

APPRENTICES: (1000) hour terms at the following wage rates.

	1st	2nd	3rd
7/01/2000	\$ 12.50	14.01	15.82
6/01/2001	13.21	14.80	16.48
6/01/2002	13.77	15.38	17.04

SUPPLEMENTAL BENEFITS: (per hour worked)

Journeyman	\$11.15	\$11.60	\$12.15
Appr 1st	5.85	5.90	6.10
Appr 2nd	7.40	7.50	7.80
Appr 3rd	8.65	9.00	9.45

Survey Crew - Consulting Engineer
Dutchess County: from the Northern boundary line of the City of
Poughkeepsie North.
SURVEY CREW - Consulting Engineer

Feasibility and preliminary design surveying, line and grade surveying for
inspection or supervision of construction when performed under a consulting

ENGINEER AGREEMENT

SURVEY CLASSIFICATIONS:

Party Chief- One who directs a survey party.

Instrumentman- One who runs the instrument and assists the Party Chief.

Rodman- One who holds the rods and in general, assists the survey party.

WAGES: (per hour) 7/01/2000 6/01/2001 6/01/2002

Survey Rates:

Party Chief.....	\$20.93	\$21.74	\$22.45
Instrument/Rodperson	18.44	19.25	19.96

Additional 3.00 per hr. for work in a Tunnel.
Additional 2.50 per hr. for EPA or DEC certified toxic or hazardous waste
work

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

HOLIDAY:

 Paid: See (5, 6) on HOLIDAY PAGE

 Overtime: See (5, 6) on HOLIDAY PAGE

SUPPLEMENTAL BENEFITS: (per hour worked)

\$11.15 \$ 11.60 \$12.15

-----Case Number-----

0203109
FULTON2001

-----6-545 DCE-----

Survey Crew - Heavy Highway
 Dutchess County: the northern portion of the county from the northern
 boundary line of the City of Poughkeepsie north to the Dutchess County line.
 SURVEY CREW - Heavy/Highway

SURVEY CLASSIFICATIONS: Party Chief- One who directs a survey party.
 Instrumentman- One who runs the instrument and assists the Party Chief.
 Rodman- One who holds the rods and in general, assists the survey party.

WAGES: (per hour)	7/01/2000	6/01/2001	6/01/2002
Survey Rates:			
Party Chief.....	\$21.93	\$22.74	\$23.45
Instrument/Rodperson	19.44	20.25	20.96

Additional 3.00 per hr. for work in a Tunnel.
 Additional 2.50 per hr. for EPA or DEC certified toxic or hazardous waste
 work

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

HOLIDAY:

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

APPRENTICES: (1 yr. or 1000 hrs.) terms at the following wage rates.

	1st.	2nd.	3rd.
7/01/2000	\$ 12.50	\$14.01	\$15.82
6/01/2001	13.21	14.80	16.48
6/01/2002	13.77	15.38	17.04

SUPPLEMENTAL BENEFITS: (per hour worked)

Journeyman	\$11.15	11.60	12.15
Appr 1st	5.85	5.90	6.10
Appr 2nd	7.40	7.50	7.80
Appr 3rd.....	8.65	9.00	9.45

-----6-545 D.H.H.-----

Teamster - Building
 WARREN COUNTY: Only the Townships of Bolton, Warrensburg, Thurman,
 Stony Creek, Johnsbury, Lake George, Lake Luzerne and Queensbury.
 TEAMSTER BUILDING

Truck Driver (Building):
 Group # A: Straight trucks, winch, transit mix on the site, road oilers,
 dump trucks, pick-ups, panel, water trucks, fuel trucks on the site
 (including nozzle).

Group # B: Low boy or Low boy trailer, Euclids or similar equipment.

WAGES: (per hour)	7/01/2001	5/01/2001
Building:		
Group #A.....	18.22	18.72
Group #B.....	18.52	19.02

OVERTIME PAY:..... See (B,E,E2,Q,) on OVERTIME PAGE.

HOLIDAY:

Paid :..... See (1) on HOLIDAY PAGE.

-----Case Number-----

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FULTON

2001

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

SUPPLEMENTAL BENEFITS: (per hour worked)

7.07

7.42

1-294

Teamster - Heavy Highway

WARREN COUNTY: Only the Townships of Bolton, Warrensburg, Thurman,
Stony Creek, Johnsbury, Lake George, Lake Luzerne and Queensbury.

TEAMSTER-Heavy Highway

Truck Driver(H/H):

GROUP 1: Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks,
Flatboy Material Trucks(straight jobs), Single Axel Dump Trucks, Dumpsters,
Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers
and Parts Chasers.

GROUP 2: Tandems and Batch Trucks, Mechanics, Dispatcher.

GROUP 3: Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and
Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel
Trucks.GROUP 4: Specialized Earth Moving Equipment, Euclid type, or similar
off-highway, where not self-loading, Straddle (Ross) Carrier, and
self-contained concrete mobile truck.GROUP 5: Off-highway Tandem Back-Dump, Twin Engine Equipment and
Double-Hitched Equipment where not self-loading.

WAGES: (per hour)

7/01/2001 7/01/2002 7/01/2003

Heavy/Hiway:

Group #1.....	19.57	20.12	20.67
Group #2.....	19.62	20.17	20.72
Group #3.....	19.67	20.22	20.77
Group #4.....	19.82	20.37	20.92
Group #5.....	19.97	20.52	21.07

Hazardous waste projects that require a Level C or greater protection shall
be paid an additional \$ 1.50 per hour.All employees who work a single irregular work shift starting between 5pm
and 1 am on governmental mandated night shifts shall be paid an additional
1.50 per hour.For work bid on or after April 1, 1995, there shall be a 12 month carryover
of the negotiated rate in effect at the time of the bid.

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

HOLIDAY:

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

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

SUPPLEMENTAL BENEFITS: (per hour paid)

\$ 8.55

8.85

9.25

1-294h

MANDATORY CONTRACT CLAUSES

The following are mandatory contract provisions to be included in all Municipal/Consultant-Construction-Service contracts for work performed as part of an eligible Environmental Restoration Project (Brownfield). Any changes to these provisions by the municipality should be approved by the New York State Department of Environmental Conservation (NYSDEC) prior to execution of the contract. Failure to comply with these requirements may jeopardize the eligibility of your Brownfield project.

Mandatory Provisions

NON-DISCRIMINATION REQUIREMENTS

1. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status.

To the extent that such work is to be provided pursuant to the contract, the following paragraph is required:

Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, 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 or promotion of any individual who is qualified and available to perform the work; or b) discriminate against or intimidate any employee hired for the performance of work under this contract.

WAGE AND HOUR PROVISIONS

2. 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 the 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 as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the 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.

RECORD-KEEPING REQUIREMENT

3. The Contractor shall maintain all books, documents, papers, and other evidence directly pertinent to the performance of work under this Contract in accordance with generally acceptable accounting principles and practices consistently applied, and 40 CFR Part 30 in effect during the term of this Contract. The Municipality, the Department of Environmental Conservation, the State Comptroller, the State Attorney General, the State Department of Labor, and, in the event of federal funding, the USEPA, the Comptroller General of the United States, the United States Department of Labor or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying for a period of six years following final payment or the termination of this Contract whichever is later, and any extensions thereto. These books, records, documents and other evidence shall be accessible within the State of New York to the agencies identified above for the time period stated above. "Termination of this contract," as used in this clause, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract.

CONFLICT OF INTEREST

4. 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 Municipality.

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, either result in an unfair competitive advantage to the Contractor or impair the Contractor's objectivity in performing the work for the Municipality.

The Contractor agrees that if an actual, apparent 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 Municipality and the State Department of Environmental Conservation. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Municipality, to avoid, mitigate, or minimize the actual or potential conflict.

Remedies - The Municipality 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 was aware of a potential conflict of interest prior to award, or discovered an actual or potential conflict after award and did not disclose or misrepresent relevant information to the Municipality, the Municipality may terminate the contract, or pursue such other remedies as may be permitted by law or this contract. The terms of other applicable contract provisions regarding termination shall apply to termination by the Municipality pursuant to this clause.

The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform to the language of this clause.

- a. In addition to the requirements of the above clauses with respect to "Organizational Conflicts of Interest," the following provision with regard to 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.

The Contractor agrees to notify the Department and the Municipality immediately of any actual, apparent or potential personal conflict of interest with regard to any employee, subcontractor employee, or consultant working on or having access to information regarding this contract, as soon as the Contractor becomes aware of such conflict. 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 Municipality will notify the Contractor of the appropriate action to be taken.

- b. To the extent that the work under this contract requires access to proprietary or confidential business or financial data of 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.
- c. 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, have been reported to the Department and the Municipality. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by the Municipality. Along with the annual certification, the Contractor shall also submit an update of

any changes in the 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.

- d. The Contractor recognizes that employees in performing this contract may have access to data, either provided by the Department or the Municipality or first generated during contract performance, of a sensitive nature which should not be released without Department/Municipality approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all such employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York State Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Municipality. 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 Municipality/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.
- 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 Municipality.

If this is a contract for work related to action at an inactive hazardous waste site, the following paragraph shall apply:

- f. Due to the scope and nature of this contract, the Contractor shall observe the following restrictions on future hazardous waste site contracting for the duration of the contract.
 - (1) The Contractor will be ineligible to enter into a contract for remedial action projects for which the Contractor has developed the statement of work or the solicitation package.
 - (2) The Contractor, during the life of the work assignment and for a period of five (5) years after the completion of the work assignment, agrees not to enter into a contract with or to represent any party with respect to any work relating to remedial activities or work pertaining to a site where the Contractor previously performed work for the Department and/or Municipality under this contract without the prior written approval of the Department.
 - (3) The Contractor agrees in advance that if any bids/proposals are submitted for any work for a third party that would require written approval of the Municipality/Department prior to entering into a contract because of the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk, and no claim shall be made against the Municipality/Department to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

AFFIRMATIVE ACTION

5. (a) The Contractor agrees to be bound by the provisions of New York State Executive Law Article 15-A, Sections 312, 313 and 316 and the regulations promulgated thereunder.

As provided thereunder, the Contractor is required to make good faith efforts to solicit the meaningful participation of minority and women owned business enterprises identified in the Directory of Certified Businesses provided by the New York State Department of Economic Development's Division of Minority and Women's Business Development.

- (b) The Contractor agrees to include the requirements set forth in paragraph (a) above and paragraphs (c), (d), and (e) and (f) below in every subcontract in such a manner that the provisions will be binding upon each subcontractor as to work in connection with such contract. For the purpose of this paragraph, a "subcontract" shall mean an agreement providing for a total expenditure in excess of \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon in which a portion of Contractor's obligation under a State contract is undertaken or assumed.
- (c) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For purposes of this article, affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- (d) At the request of the contracting agency, the contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
- (e) 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.
- (f) The Contractor also agrees to incorporate into any contract with subcontractors, contractual provisions applicable to record keeping, reporting, notice requirements and actions determined to be necessary by the Department to implement the requirements of the Minority/Women Business Enterprise - Equal Employment (M/WBE-EEO) utilization plan, and of Executive Law Article 15-A, regulations promulgated thereunder, and other applicable law and regulations.

SECTION 00851

DRAWINGS INDEX

Title: Demolition Plan – Risedorph Tannery

Date: March 26, 2002

Dwg. No.: 02-183

By: C.T. Male Associates, P.C.

SHEET NO.	DESCRIPTION
1	Site plan showing demolition detail and site boundaries.

Title: Asbestos Containing Materials Location Map – Risedorph Tannery

Date: March 26, 2002

Dwg. No.: 02-183

By: C.T. Male Associates, P.C.

SHEET NO.	DESCRIPTION
1	Partial site plan showing asbestos containing materials locations.

END OF SECTION 00851

SECTION 00900

ADDENDA AND MODIFICATIONS

NOTICE TO BIDDERS

Any addenda and modifications may be inserted in the pocket at the end of this Project Manual book.

After Bid Opening and Contract Award, any addenda and modifications will be bound in this Project Manual immediately following this page.

END OF SECTION 00900

(Following to be completed after Bidding.)

_____ NO ADDENDA AND MODIFICATIONS

_____ EXCEPT FOR ADDENDA AND MODIFICATIONS
WHICH FOLLOW AND END ON PAGE 00900-_____

SECTION 02001

ASBESTOS ABATEMENT PROCEDURES

PART 1 GENERAL

1.1 WORK UNITS

- A. Description/Scope of Work.
- B. Qualifications.
- C. Regulations and Reference Standards.
- D. Submittals.
- E. Notices and Permits.
- F. Medical Requirements.
- G. Training.
- H. Pre-construction Conference.
- I. Delivery and Storage.
- J. Temporary Utilities.

1.2 RELATED REQUIREMENTS

- A. NYSDOL Site Specific Variance (Petition/Approved Variance Attached)

1.3 DESCRIPTION/SCOPE OF WORK

- A. The work covered by these specifications shall consist of furnishing labor, materials, tools, machines, equipment, testing, and notifications and associated fees necessary for the removal of the asbestos containing materials specified herein. Additionally, work required by these specifications includes transportation off-site of the removed ACM to an approved disposal facility; and personnel air monitoring and subsequent laboratory analysis.

This project includes the asbestos containing materials identified in the two major structures located on the Risedorph Tannery Site, Gloversville, NY. (See attached site plan and material quantity table):

BUILDING A

Boiler Area

- Thermal System Insulation – There is 250 linear feet (approx.) of asbestos containing pipe insulation remaining on the piping to be removed. Some of the pipe insulating material is on the floor throughout the area, covering approximately 200 square feet. There is 600 square feet (approx.) of asbestos containing boiler insulation as well as 650 square feet (approx.) of asbestos containing tank insulation to be removed.
- Cement Board Siding – There is 3,200 square feet (approx.) of corrugated asbestos containing cement board siding to be removed. This siding makes up three walls of the Boiler Area.

Open Space (between Buildings A and B)

- Thermal System Insulation – There is 460 linear feet (approx.) of asbestos containing pipe insulation remaining on the piping to be removed. Some of the pipe insulating material is on the floor throughout the area, covering approximately 200 square feet.
- 9"x9" Floor Tile and Mastic – There is 100 square feet of asbestos containing floor tile and mastic to be removed from the shed/office in the Open Area outside the Boiler Area.

Exterior

- Built-up Roofing Materials - Approximately 12,000 square feet (approx.) of asbestos containing built up roofing and flashing materials are to be removed.

Building B

- Cement Shingle Siding – There is 4800 square feet (approx.) of asbestos containing cement shingle siding to be removed. This siding is located on the exterior of the barn like structure.
- Thermal System Insulation – There is 30 linear feet (approx.) of asbestos containing pipe and fitting insulation remaining on the piping on the 2nd floor that is to be removed.
- Cementitious Floor Material – There is 2100 square feet (approx.) of asbestos containing floor material to be removed from the 2nd floor of this building.

NOTE: The estimated quantities are reported in good faith, however, they are only estimates. The contractor is responsible for verifying all quantities. The client will NOT be responsible for any extras with regard to quantities for the above listed ACM.

- B. The Contractor shall supply all labor, materials, services, insurance, permits, and equipment necessary to carry out the work in strict accordance with all applicable Federal, State, and Local regulations referenced in this section, and these specifications.
- C. The Owner's Representative is authorized to stop work if, in the judgment of the Owner's Representative, there is substantial non-compliance with the Contract Documents. Such stop work order shall be effective immediately and remain in effect until corrective measures have been taken and the situation has been remedied. Standby time required to resolve the situation shall be at the Contractor's expense.
- D. Work areas in which removals of asbestos materials are taking place shall be maintained as outlined in all applicable regulations.
- E. All submittals and/or variances must be prepared, submitted and approved prior to commencement of work.

1.4 QUALIFICATIONS

- A. Abatement Contractors must be licensed as required by the New York State Department of Labor (NYSDOL) for the purpose of repairs, removal, encapsulation, enclosure, demolition, and maintenance of structures or components covered by or composed of asbestos containing materials (ACM) in accordance with the provisions of Article 30 of the Labor Law of New York State and in accordance with 12 NYCRR Part 56 and the approved NYSDOL Site Specific Variance (attached). The Contractor's abatement workers must be trained in accordance with Article 30 of the Labor Law of New York State, 12 NYCRR Part 56, 40 CFR Part 763, 29 CFR Part 1926.1101 and 29 CFR Part 1910.1200.

Within three days after the opening of bids the Abatement Contractor shall submit the following to the Engineer/Architect and Owner:

1. List of projects performed within the past two years, which are similar in scope, magnitude, and complexity.

SECTION 01010

SUMMARY OF WORK

PART I - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 PROJECT DESCRIPTION

- A. The work covered by the Contract Documents consists of furnishing all labor, materials, machines, equipment, tools, testing and notifications and associated fees to perform work at the work area described generally within this section, otherwise known as the Risedorph Tannery Site.
- B. The Contractor shall perform the following work under the Bid:
 - 1. Mobilization/Demobilization: Includes, but is not limited to, general project set-up tasks, bonds and insurance, submissions and coordination, cleanup and project close-out.
 - 2. Asbestos Removal: Removal of asbestos containing materials (ACM) from the structure. The quantity and location of materials to be removed is presented in Section 02001.
 - 3. Building Demolition: Demolish and remove all materials from the Main Tannery Building and associated boiler stack generally to or at grade unless otherwise noted. The Main Tannery Building concrete floor slab, below ground foundations, poured concrete wall along stream and wastewater treatment plant retention basins must remain. Remove two stockpiles of concrete block from the locations specified within the Demolition Plan.
 - 4. All of the existing monitoring wells located on site must be protected and maintained during project completion. Some of these wells are protected in above grade guard pipes or flush-mounted curb boxes, others will be small diameter PVC pipe cut flush with the concrete slab. Locations of these monitoring wells are depicted on the Demolition Plan.
 - 5. All existing storm water drainage structures must be protected from building demolition debris and maintained throughout the duration of the project.
 - 6. At no time should building demolition debris, dust or runoff enter the stream which is located on the south side of the Main Tannery Building or ponds located to the west. In addition, a silt fence shall be installed on the north side of the stream at the location specified within the Demolition Plan of these specifications. The silt fence must be constructed in a manner equivalent to the Silt Fence Detail provided within the Demolition Plan of these specifications. A silt fence on the south side of the stream will only be required if the upper parking area along West Eighth Avenue is used as part of the demolition activities. At any time, if debris is observed in the stream, the ENGINEER will immediately stop work, the Contractor will be required to remove the material from the stream and implement additional means for protecting the stream.
 - 7. Chain link fence and construction barrier fence is to be installed at the locations specified within the Demolition Plan. All fencing shall remain in-place at the completion of the project.

8. The dust generated from the building demolition activities must be controlled and minimized at all times. Dust suppression measures should be conducted in a manner that generates minimal water runoff. If the ENGINEER determines the water runoff is excessive and uncontrolled, the ENGINEER will stop work and the Contractor must modify dust suppression techniques to minimize runoff.
9. Work hours for this project will be between 7:30 AM to 5:30 PM Monday through Friday. Other work activities may be performed outside these work hours if authorized by the ENGINEER and don't include generating dust and excessive noise (i.e., equipment maintenance and repair).
10. There is wood and other debris that has been staged in Warehouse #1. This debris shall be transported and disposed of at the Fulton County Landfill. The Contractor will be responsible for transportation of the debris. The Contractor will be responsible for coordinating and paying the tipping fees at the landfill.
11. It is the responsibility of the Contractor to verify that all utilities have been disconnected. Any other utilities encountered during the demolition not already disconnected shall be properly terminated.
12. The southern wall of the Main Tannery Building is constructed of poured concrete (bottom half) and concrete masonry block (top half). The concrete masonry blocks shall be removed in their entirety, however, the poured concrete wall must be protected and maintained throughout project completion.

1.3 CONTRACT TIME

- A. All work shall be completed within forty-five (45) Days from project start.

1.4 CONTRACT METHOD

- A. Perform the building and site demolition and asbestos abatement work under a single Lump Sum price contract.

1.5 CONTRACTOR USE OF PREMISES

- A. General: Limit use of the premises to activities in areas indicated; allow for City of Gloversville use and use by other Contractors.
 1. Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which operations are indicated are not to be disturbed.
 2. Keep driveways and entrances serving the premises and adjacent premises clear and available to the City of Gloversville, Owner, the Owner's employees and other Contractors at all times.
 3. Coordinate use of premises under direction of Owner and Engineer.

PART 2 - PRODUCTS

(Not applicable).

PART 3 - EXECUTION

(Not applicable).

END OF SECTION 01010

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements governing each prime Contractor's Applications for Payment.
 - 1. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, List of Subcontracts, and Submittal Schedule.
- B. The Contractor's Construction Schedule and Submittal Schedule are included in Section "Submittals".

1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Engineer/Architect and paid for by the Owner.
 - 1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- B. There will be no initial payment application submitted for this project. The first payment application will be submitted at time of substantial completion.
- C. Payment-Application Forms: Use AIA Document G 702 and Continuation Sheets G 703 as the form for Application for Payment or as approved by the Engineer/Architect.
- D. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Engineer will return incomplete applications without action.
 - 1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
 - 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- E. Transmittal: Submit 3 executed copies of each Application for Payment to the Engineer/Architect by means ensuring receipt within 24 hours; one copy shall be complete, including waivers of lien and similar attachments, when required.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Engineer/Architect.
- F. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics lien from every entity who is lawfully entitled to file a mechanics lien arising out of the Contract and related to the Work covered by the payment.
- G. Initial Application for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment, include the following:

1. List of subcontractors.
 2. List of principal suppliers and fabricators.
 3. Contractor's Construction Schedule (preliminary if not final).
 4. Schedule of unit prices.
 5. Submittal Schedule (preliminary if not final).
 6. Initial progress report.
 7. Report of pre-construction meeting.
- H. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of work.
- I. Administrative actions and submittals that shall precede or coincide with this application include:
1. Warranties (guarantees) and maintenance agreements.
 2. Test/adjust/balance records.
 3. Final cleaning.
 4. List of incomplete Work, recognized as exceptions to Engineer/Architect's Certificate of Substantial Completion.
- J. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
1. Completion of Project closeout requirements.
 2. Completion of items specified for completion after Substantial Completion.
 3. Assurance that unsettled claims will be settled.
 4. Assurance that Work not complete and accepted will be completed without undue delay.
 5. Transmittal of required Project construction records to the Owner.
 6. Proof that taxes, fees, and similar obligations were paid.
 7. Removal of temporary facilities and services.
 8. Removal of surplus materials, rubbish, and similar elements.
 9. Waiver of liens from subcontractors and suppliers.
 10. Required documentation of MWBE participation.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01027

SECTION 01028

CHANGE ORDER PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Execution of change orders.

1.2 RELATED SECTIONS

- A. Document 00500 - Agreement Forms.
- B. Document 00700 - General Conditions: Governing requirements for changes in the Work, in Contract Sum/Price, and Contract Time.
- C. Document 00800 - Supplementary Conditions: Percentage allowances for Contractor's overhead and profit.
- D. Section 01027 - Applications for Payment.
- E. Section 01300 - Submittals.
- F. Section 01600 - Material and Equipment: Product options and substitutions.
- G. Section 01700 - Contract Closeout: Project Record Documents.

1.3 SUBMITTALS

- A. Submit name of the individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. Change Order Forms: AIA G701 or approved equal.

1.4 DOCUMENTATION OF CHANGE IN CONTRACT SUM/PRICE AND CONTRACT TIME

- A. Maintain detailed records of work done on a time and material force account basis. Provide full information required for evaluation of proposed changes, and to substantiate costs of changes in the Work.
- B. Document each quotation for a change in cost or time with sufficient data to allow evaluation of the quotation.
- C. On request, provide additional data to support computations:
 - 1. Quantities of products, labor, and equipment.
 - 2. Insurance and bonds.
 - 3. Overhead and profit.
 - 4. Justification for any change in Contract Time.
 - 5. Credit for deletions from Contract, similarly documented.
- D. Support each claim for additional costs, and for work done on a time and material, force account basis, with additional information:
 - 1. Origin and date of claim.
 - 2. Dates and times work was performed, and by whom.
 - 3. Time records and wage rates paid.

4. Invoices and receipts for products, equipment, and subcontracts, similarly documented.

1.5 CHANGE PROCEDURES

- A. The Architect/Engineer will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time as authorized by EJCDC 1910-B Paragraph 9.5 by issuing supplemental instructions or approved equal.
- B. The Architect/Engineer may issue a Proposal Request or Notice of Change which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid.
- C. The Contractor may propose a change by submitting a request for change to the Architect/Engineer, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum/Price and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01600.

1.6 CONSTRUCTION CHANGE AUTHORIZATION, WORK DIRECTIVE CHANGE

- A. All changes affecting the project's construction cost or modifications of the terms or conditions of the contract must be authorized by means of a written contract change order which is mutually agreed to by the Owner and Contractor and is approved by USDA/RD. (See FmHA Supplemental General Conditions, Page 1, Article 2, Contract Change Orders).
- B. Promptly execute the change in Work.

1.7 STIPULATED PRICE CHANGE ORDER

- A. Based on Proposal Request or Notice of Change and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Architect/Engineer.

1.8 UNIT PRICE CHANGE ORDER

- A. For pre-determined unit prices and quantities, the Change Order will be executed on a fixed unit price basis.
- B. For unit costs or quantities of units of work which are not pre-determined, execute Work under a Construction Change Authorization, Work Directive Change.
- C. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material, Force Account Change Order.

1.9 TIME AND MATERIAL, FORCE ACCOUNT CHANGE ORDER

- A. Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- B. Architect/Engineer will determine the change allowable in Contract Sum/Price and Contract Time as provided in the Contract Documents.
- C. Maintain detailed records of work done on Time and Material, Force Account basis.
- D. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.

1.10 EXECUTION OF CHANGE ORDERS

- A. Execution of Change Orders: Architect Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

1.11 CORRELATION OF CONTRACTOR SUBMITTALS

- A. Promptly revise Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum/Price.
- B. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust time for other items of work affected by the change, and resubmit.
- C. Promptly enter changes in Project Record Documents.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01028

SECTION 01041

PROJECT COORDINATION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Project coordination administrator.
- B. Construction mobilization.
- C. Schedules.
- D. Submittals.
- E. Coordination drawings.
- F. Closeout procedures.

1.2 RELATED SECTIONS

- D. Section 01700 - Contract Closeout: Contract closeout procedures.

1.3 PROJECT COORDINATION ADMINISTRATOR

- A. Project Coordination Administrator: Architect/Engineer

1.4 CONSTRUCTION MOBILIZATION

- A. Cooperate with the Administrator in allocation of mobilization areas of site; for field offices and sheds, for access, traffic, and parking facilities.
- B. During construction, coordinate use of site and facilities through the Architect/Engineer.
- C. Comply with Administrator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- D. Comply with instructions of the Architect/Engineer for use of temporary utilities and construction facilities.
- E. Coordinate field engineering and layout work under instructions of the Administrator.

1.5 SCHEDULES

- A. Submit preliminary progress schedule in accordance with Section 01300.
- B. After review, revise and resubmit schedule to comply with revised Project schedule.
- C. During progress of Work, revise and resubmit as directed.

1.6 SUBMITTALS

- A. Provide submittals to Architect/Engineer for review.

1.7 CLOSEOUT PROCEDURES

- A. Notify Architect/Engineer when Work is considered ready for Substantial Completion. Accompany Architect/Engineer on preliminary project observation to determine items to be listed for completion or correction in Contractor's notice of Substantial Completion.
- B. Comply with Architect/Engineer's instructions to correct items of Work listed in executed Certificates of Substantial Completion.
- C. Notify Architect/Engineer when Work is considered finally complete.
- D. Comply with instructions for completion of items of Work determined by the Architect/Engineer's final project observation.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01041

SECTION 01200
PROJECT MEETINGS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Contractor participation in preconstruction conferences.
- B. Contractor administration of progress meetings and pre-installation conferences.

1.2 RELATED REQUIREMENTS

- A. Document 00100 - Instructions to Bidders: Pre-Bid Conference.
- B. Section 01041 - Project Coordination.
- C. Section 01300 - Submittals: Progress Schedules.
- D. Section 01400 - Quality Control.
- E. Section 01700 - Contract Closeout: Project record documents.

1.3 PRECONSTRUCTION CONFERENCES.

- A. The Owner and The Engineer/ Architect will administer a pre-construction conference for execution of Owner-Contractor Agreement and exchange of preliminary submittals.
 - 1. Preconstruction conference will be held at a time and place to be determined. Owner and/or Engineer/Architect will confirm day, date, and time prior to meeting.

1.4 PROGRESS MEETINGS

- A. The owner and/or Architect/Engineer will Schedule and administer Project meetings throughout progress of the Work as needed.
- B. Make physical arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within two days to Engineer/Architect, participants, and those affected by decisions made at meetings.
- C. Attendance: Job superintendent, major subcontractors and suppliers; Owner and Engineer/Architect as appropriate to agenda topics for each meeting.
- D. Suggested Agenda: Review of Work progress, status of progress schedule and adjustments thereto, delivery schedules, submittals, maintenance of quality standards, pending changes and substitutions, and other items affecting progress of Work.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION 01200

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including:
 - 1. Contractor's construction schedule.
 - 2. Submittal schedule.
 - 3. Shop Drawings.
 - 4. Product Data.
 - 5. Samples.
- B. Administrative Submittals: Refer to other Division-1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:
 - 1. Permits.
 - 2. Applications for payment.
 - 3. Performance and payment bonds.
 - 4. Insurance certificates.
 - 5. List of Subcontractors.
- C. Inspection and test reports are included in Section "Quality Control Services."
- D. Submittal of Project photographs is included under Section "Construction Photographs."

1.3 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.

- a. The Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
3. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.
 - a. Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Engineer will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. Allow two weeks for reprocessing each submittal.
 - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Engineer sufficiently in advance of the Work to permit processing.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
 1. Provide a space on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 2. Include the following information on the label for processing and recording action taken.
 - a. Project name.
 - b. Date.
 - c. Number and title of appropriate Specification Section.
 - d. Drawing number and detail references, as appropriate.
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Engineer using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.
 1. On the transmittal Record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.
 2. Transmittal Form: Use AIA Document G 810 or similar form.

1.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart type Contractor's construction schedule. Submit within 30 days of the date established for "Commencement of the Work".
 1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week.
- B. Distribution: Following response to the initial submittal, print and distribute copies to the Engineer, Owner, subcontractors, and other parties required to comply with scheduled dates.
 1. When revisions are made, distribute 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 construction activities.

- C. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

1.5 SUBMITTAL SCHEDULE

- A. After development and acceptance of the Contractor's construction schedule, prepare a complete schedule of submittals. Submit the schedule within 10 days of the date required for establishment of the Contractor's construction schedule.
 - 1. Coordinate submittal schedule with the list of subcontracts, schedule of values and the list of products as well as the Contractor's construction schedule.
 - 2. Prepare the schedule in chronological order; include submittals required during the first 90 days of construction. Provide the following information:
 - a. Scheduled date for the first submittal.
 - b. Related Section number.
 - c. Submittal category.
 - d. Name of subcontractor.
 - e. Description of the part of the Work covered.
 - f. Scheduled date for resubmittal.
 - g. Scheduled date the Engineer's final release or approval.
- B. Distribution: Following response to initial submittal, print and distribute copies to the Engineer, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.
 - 1. When revisions are made, distribute 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 construction activities.
- C. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

1.6 SHOP DRAWINGS

- A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.
- B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
 - 1. Dimensions.
 - 2. Identification of products and materials included.
 - 3. Compliance with specified standards.
 - 4. Notation of coordination requirements.
 - 5. Notation of dimensions established by field measurement.
 - 6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 36" x 48".

7. Initial Submittal: Submit one correctable translucent reproducible print and one blue- or black-line print for the Engineer's review; the reproducible print will be returned.
 8. Final Submittal: Submit 3 blue- or black-line prints; submit 5 prints where required for maintenance manuals. 2 prints will be retained; the remainder will be returned.
 - a. One of the prints returned shall be marked-up and maintained as a "Record Document".
 9. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.
- C. Coordination drawings are a special type of Shop Drawing that show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or function as intended.
1. Preparation of coordination Drawings is specified in section "Project Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.
 2. Submit coordination Drawings for integration of different construction elements. Show sequences and relationships of separate components to avoid conflicts in use of space.

1.7 ENGINEER'S ACTION

- A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Engineer will review each submittal, mark to indicate action taken, and return promptly.
1. Compliance with specified characteristics is the Contractor's responsibility.
- B. Action Stamp: The Engineer will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
1. Final Unrestricted Release: Where submittals are marked "Furnish As Submitted," that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
 2. Final-But-Restricted Release: When submittals are marked "Furnish as Corrected," that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
 3. Returned for Resubmittal: When submittal is marked "Rejected, Revise and Resubmit, or Submit Specified Item," do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
 - a. Do not permit submittals marked "Rejected, Revise and Resubmit, or Submit Specified Item" to be used at the Project site, or elsewhere where Work is in progress.
 4. Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "Action Not Required".

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

END OF SECTION 01300

SECTION 01400
QUALITY CONTROL

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance and control of installation.
- B. References.
- C. Inspection and testing laboratory services.
- D. Manufacturers' field services and reports.

1.2 RELATED SECTIONS

- A. Section 01300 - Submittals: Submission of Manufacturers' Instructions and Certificates.
- B. Section 01600 - Material and Equipment: Requirements for material and product quality.

1.3 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.4 REFERENCES

- A. Conform to reference standard by date of issue current on date of Contract Documents .
- B. Obtain copies of standards when required by Contract Documents.
- C. Should specified reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.5 FIELD SAMPLES

- A. Install field samples at the site as required by individual specifications Sections for review.

- B. Acceptable samples represent a quality level for the Work.
- C. Where field sample is specified in individual Sections to be removed, clear area after field sample has been accepted by Architect/Engineer.

1.6 INSPECTION AND TESTING LABORATORY SERVICES

- A. Owner will appoint, employ, and pay for services of an independent firm to perform inspection and testing.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used.

END OF SECTION 01400

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities: Electricity, water, and sanitary facilities.
- B. Temporary Controls: Barriers, enclosures and fencing, protection of the Work, and water control.
- C. Construction Facilities: Parking and progress cleaning.

1.2 RELATED SECTIONS

- A. Section 01700 - Contract Closeout: Final cleaning.

1.3 TEMPORARY ELECTRICITY

- A. Provide and pay for power service required from Utility source.

1.4 TEMPORARY WATER SERVICE

- A. Provide, maintain and pay for suitable quality water service required. Connect to existing water source for construction operations.
- C. Extend branch piping with outlets located so water is available by hoses with threaded connections.

1.5 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures.

1.6 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide protection for plant life designated to remain. Replace damaged plant life.
- C. Protect non-owned vehicular traffic, stored materials, site and structures from damage.

1.7 FENCING

- A. Construction: Minimum of orange snow fence to be in place prior to start of work.

1.8 WATER CONTROL

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.

- B. Protect site from puddling or running water.
- C. Provide method, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.

1.9 PROTECTION OF INSTALLED WORK

- A. Prohibit traffic or storage upon finish graded surfaces.

1.10 SECURITY

- A. Provide security to protect Work, and Owner's operations from unauthorized entry, vandalism, or theft.

1.11 PARKING

- A. Provide temporary surface parking areas to accommodate construction personnel.
- B. When site space is not adequate, provide additional off-site parking.

1.12 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove waste materials, debris, and rubbish from site and dispose off-site.

1.13 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Existing water and service laterals to be cut and capped at main(s) per city of Schenectady requirements. Existing gas and electric services to be discontinued per utility company requirements.
- B. Water main, sanitary sewer and structures, storm sewer and structures to remain.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01500

SECTION 01570
TRAFFIC REGULATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Traffic Control Plan.
- B. Construction Parking Control.
- C. Flagmen.
- D. Flares and Lights.
- E. Haul Routes.
- F. Traffic Signs and Signals.
- G. Removal.

1.2 RELATED SECTIONS

- A. Section 01500 - Construction Facilities and Temporary Controls.

1.3 TRAFFIC CONTROL PLAN

- A. Whenever the construction work zone involves a roadway or walkway presently used by vehicular or pedestrian traffic, the Contractor shall present to the Owner for approval a traffic control plan. This plan may reference directly or modify existing methods in the "New York State Manual of Uniform Traffic Control Devices" July 1, 1983 and addenda. Large, complex project will require that these plans be added to the Contract Documents.

1.4 SIGNS, SIGNALS, AND DEVICES

- A. Traffic Control Signals: As approved by local jurisdictions.
- B. Traffic Cones and Drums, Flares and Lights: As approved by local jurisdictions.
- C. Flagman Equipment: As approved by local jurisdictions.

1.5 CONSTRUCTION PARKING CONTROL

- A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and Owner's operations.
- B. Monitor parking of construction personnel's vehicles. Maintain vehicular access to and through parking areas.
- C. Prevent parking on or adjacent to access roads or in non- designated areas.

1.6 FLAGMEN

- A. Provide trained and equipped flagmen to regulate traffic when construction operations or traffic encroach on public traffic lanes.

1.7 FLARES AND LIGHTS

- A. Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

1.8 HAUL ROUTES

- A. Consult with authority having jurisdiction in establishing public thoroughfares to be used for haul routes and site access.
- B. Confine construction traffic to designated haul routes.
- C. Provide traffic control at critical areas of haul routes to regulate traffic, to minimize interference with public traffic.

1.9 TRAFFIC SIGNS AND SIGNALS

- A. At approaches to site and on site, install at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
- B. Install and operate [automatic] traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control, and areas affected by Contractor's operations.
- C. Relocate as Work progresses, to maintain effective traffic control.

1.10 REMOVAL

- A. Remove equipment and devices when no longer required.
- B. Repair damage caused by installation.
- C. Remove post settings to a depth of 2 feet.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION 01570

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Transportation and handling.
- C. Storage and protection.
- D. Product options.
- E. Substitutions.

1.2 RELATED SECTIONS

- A. Document - Instructions to Bidders: Product options and substitution procedures.
- B. Section 01400 - Quality Control: Product quality monitoring.

1.3 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- C. Provide interchangeable components of the same manufacturer, for similar components.

1.4 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.5 STORAGE AND PROTECTION

- A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.

- E. Store loose granular materials on solid flat surfaces in a well-drained area. Provide mixing with foreign matter.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

1.6 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

1.7 SUBSTITUTIONS

- A. Instructions to Bidders specify time restrictions for submitting requests for Substitutions during the bidding period to requirements specified in this Section.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not used

END OF SECTION 01600

SECTION 01700
CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Adjusting.
- D. Project record documents.

1.2 RELATED SECTIONS

- A. Section 01500 - Construction Facilities and Temporary Controls: Progress cleaning.

1.3 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer's inspection.
- B. Provide submittals to Architect/Engineer that are required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.4 FINAL CLEANING

- A. Execute final cleaning prior to final inspection
- B. Clean site; sweep paved areas and remaining concrete floor slab, and rake clean landscaped surfaces.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the site. Barriers to remain.

1.5 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revisions to the Work:
 - 1. Contract Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other Modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
- B. Store Record Documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. Submit documents with claim for final Application for Payment.

C.T. MALE ASSOCIATES, P.C.
4/88 SPECTEXT

RISEDORPH TANNERY
BUILDING DEMOLITION

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION 01700

SECTION 02001

ASBESTOS ABATEMENT PROCEDURES

PART 1 GENERAL

1.1 WORK UNITS

- A. Description/Scope of Work.
- B. Qualifications.
- C. Regulations and Reference Standards.
- D. Submittals.
- E. Notices and Permits.
- F. Medical Requirements.
- G. Training.
- H. Pre-construction Conference.
- I. Delivery and Storage.
- J. Temporary Utilities.

1.2 RELATED REQUIREMENTS

- A. NYSDOL Site Specific Variance (Petition/Approved Variance Attached)

1.3 DESCRIPTION/SCOPE OF WORK

- A. The work covered by these specifications shall consist of furnishing labor, materials, tools, machines, equipment, testing, and notifications and associated fees necessary for the removal of the asbestos containing materials specified herein. Additionally, work required by these specifications includes transportation off-site of the removed ACM to an approved disposal facility; and personnel air monitoring and subsequent laboratory analysis.

This project includes the asbestos containing materials identified in the two major structures located on the Risedorph Tannery Site, Gloversville, NY. (See attached site plan and material quantity table):

BUILDING A**Boiler Area**

- Thermal System Insulation – There is 250 linear feet (approx.) of asbestos containing pipe insulation remaining on the piping to be removed. Some of the pipe insulating material is on the floor throughout the area, covering approximately 200 square feet. There is 600 square feet (approx.) of asbestos containing boiler insulation as well as 650 square feet (approx.) of asbestos containing tank insulation to be removed.
- Cement Board Siding – There is 3,200 square feet (approx.) of corrugated asbestos containing cement board siding to be removed. This siding makes up three walls of the Boiler Area.

Open Space (between Buildings A and B)

- Thermal System Insulation – There is 460 linear feet (approx.) of asbestos containing pipe insulation remaining on the piping to be removed. Some of the pipe insulating material is on the floor throughout the area, covering approximately 200 square feet.
- 9"x9" Floor Tile and Mastic – There is 100 square feet of asbestos containing floor tile and mastic to be removed from the shed/office in the Open Area outside the Boiler Area.

Exterior

- Built-up Roofing Materials - Approximately 12,000 square feet (approx.) of asbestos containing built up roofing and flashing materials are to be removed.

Building B

- Cement Shingle Siding – There is 4800 square feet (approx.) of asbestos containing cement shingle siding to be removed. This siding is located on the exterior of the barn like structure.
- Thermal System Insulation – There is 30 linear feet (approx.) of asbestos containing pipe and fitting insulation remaining on the piping on the 2nd floor that is to be removed.
- Cementitious Floor Material – There is 2100 square feet (approx.) of asbestos containing floor material to be removed from the 2nd floor of this building.

NOTE: The estimated quantities are reported in good faith, however, they are only estimates. The contractor is responsible for verifying all quantities. The client will NOT be responsible for any extras with regard to quantities for the above listed ACM.

- B. The Contractor shall supply all labor, materials, services, insurance, permits, and equipment necessary to carry out the work in strict accordance with all applicable Federal, State, and Local regulations referenced in this section, and these specifications.
- C. The Owner's Representative is authorized to stop work if, in the judgment of the Owner's Representative, there is substantial non-compliance with the Contract Documents. Such stop work order shall be effective immediately and remain in effect until corrective measures have been taken and the situation has been remedied. Standby time required to resolve the situation shall be at the Contractor's expense.
- D. Work areas in which removals of asbestos materials are taking place shall be maintained as outlined in all applicable regulations.
- E. All submittals and/or variances must be prepared, submitted and approved prior to commencement of work.

1.4 QUALIFICATIONS

- A. Abatement Contractors must be licensed as required by the New York State Department of Labor (NYSDOL) for the purpose of repairs, removal, encapsulation, enclosure, demolition, and maintenance of structures or components covered by or composed of asbestos containing materials (ACM) in accordance with the provisions of Article 30 of the Labor Law of New York State and in accordance with 12 NYCRR Part 56 and the approved NYSDOL Site Specific Variance (attached). The Contractor's abatement workers must be trained in accordance with Article 30 of the Labor Law of New York State, 12 NYCRR Part 56, 40 CFR Part 763, 29 CFR Part 1926.1101 and 29 CFR Part 1910.1200.

Within three days after the opening of bids the Abatement Contractor shall submit the following to the Engineer/Architect and Owner:

1. List of projects performed within the past two years, which are similar in scope, magnitude, and complexity.

2. Names and addresses of air monitoring firms, asbestos waste transporter and asbestos waste disposal facility for the above project.
3. Proof that the Contractor and his employees are certified and or licensed in accordance with all applicable federal, state and local regulations.
4. A list of equipment that will be used in the performance of the work.
5. The number of years engaged in asbestos work.
6. An outline of the worker training course and medical surveillance program conducted by the Contractor.
7. A basic procedures manual endorsed or authorized by the Contractor describing working procedures, equipment, type of decontamination facilities, respirator program, special removal techniques, etc.
8. The name of and evidence that the project superintendent has completed an EPA, NYS Dept. of Health approved Contractor/supervisor certification course, or equivalent, and has a minimum of one year on-the-job training.

B. Abatement Contractors shall secure and submit within three (3) days after the opening of Bids a notarized statement, signed by an officer of the company, concerning the following information:

1. A record of any citations issued by Federal, State, Local regulatory agencies or consultants relating to asbestos abatement activity. Include projects, dates, and resolutions.
2. A list of penalties incurred through non-compliance with asbestos abatement project specifications including liquidated damages (within the last two year), overruns in scheduled time limitations and resolutions.
3. Situations in which an asbestos related contract has been terminated including projects, dates and reasons for terminations.
4. A listing of any asbestos-related legal proceedings/ claims in which the Contractor (or employees scheduled to participate in this project) have participated or are currently involved. Include description of role, issue and resolution to date.
5. Answer the question: "Has your firm or its agents been issued a Stop Work Order on any project within the last two years?" If "Yes" provide details as discussed above.
6. Documentation attesting to the Contractor's financial resources available to perform the project.

1.5 REGULATIONS AND REFERENCE STANDARDS

A. General Requirements

1. All work under this contract shall be done in strict accordance with all applicable Federal, State and Local regulations, standards and codes governing asbestos abatement and any other trade work done in conjunction with the abatement.
2. For products and procedures with reference to specified association, trade standards, and/or government regulations, comply with requirements of the standard and the regulations, except when more rigid requirements are specified or are required by applicable codes.
3. The date of the standard and/or regulations is that in effect as of the Bid date, or date of Owner-Contractor Agreement when there are no bids, except when a specific date is specified.
4. Copies of all standards, regulations, codes and other applicable documents including this specification and those listed in Item 1.5-B shall be available at the work site in the clean change area of the worker decontamination system or other area acceptable to the Owner's Representative.
5. Every Contractor shall maintain asbestos project records for at least 30 years pursuant to 12 NYCRR Part 56-1.6(a).
Each record shall include:
 - a. The name, address, social security number and asbestos certificate number of the asbestos project supervisor.
 - b. The location and description of the asbestos project.
 - c. The amount of asbestos containing material that was installed, removed, enclosed, applied, encapsulated or disturbed.
 - d. The asbestos project start and completion dates.

- e. The name and address of the waste disposal site where the asbestos waste material was deposited or disposed of.
- f. The name and address of any site used for interim storage of asbestos waste materials prior to final deposit or disposal.
- g. The name and address of the asbestos waste material transporters.
- h. The names, addresses, and social security numbers of all persons engaged in the asbestos project.
- i. Any information on required New York State forms.

B. Specific Requirements

- 1. New York State Codes, Rules and Regulations (NYCRR):
 - a. 12 NYCRR Part 56 - Industrial Code Rule No. 56, Asbestos.
 - b. NYSDOL Applicable Variance AV 108, "Asbestos Glovebag" (Appendix A).
 - c. NYSDOL Applicable Variance AV 120, "Asbestos Floor Covering and Mastic, Manual Removal" (Appendix A).
 - d. NYSDOL Applicable Variance AV 119, "Asbestos Containing Roof/Flashing Removal" (Appendix A).
 - e. NYSDOL Site Specific Variance (attached).
 - f. 6 NYCRR part 360 - 2.17 (p) - Asbestos Waste Disposal at a Sanitary Landfill.
 - f. 6 NYCRR Part 364 - Waste Transporter Permits.
- 2. New York State Labor Law:
 - a. Article 30 - Asbestos or Products Containing Asbestos: Licensing; and Chapter 520 of the Laws of 1989 effective July 8, 1989.
- 3. Occupational Safety and Health Administrations (OSHA):
 - a. Title 29 Code of Federal Regulations (CFR) Section 1910.1001 - General Industry Standard for Asbestos.
 - b. 29 CFR Section 1910.134 - Respiratory Protection.
 - c. 29 CFR Section 1926.1101 - Construction Industry Safety and Health Standards for Asbestos.
 - d. 29 CFR Section 1910.2 - Access to Employee Exposure and Medical Records.
 - e. 29 CFR Section 1910.1200 Hazard Communication.
 - f. 29 CFR Section 1910.145 - Specifications for Accident Prevention Signs and Tags.
- 4. Environmental Protection Agency (EPA):
 - a. Title 40 CFR Part 61 Subparts A and M (Revised Subpart B) - National Emission Standards for Asbestos.
 - b. 40 CFR Part 61.146 - Standard for Demolition and Renovation: Notification Requirements.
 - a. 49 CFR 106, 107, 171-179, "The Transportation Safety Act of 1974, Hazardous Material Transportation Act".
- 5. American National Standards Institute (ANSI) Publications:
 - a. Z9.2-79 - Fundamentals Governing the Design and Operation of Local Exhaust Systems.
 - b. Z88.2-80 - Practice for Respiratory Protection.
- 6. National Electrical Code latest edition.
- 7. All other applicable regulations in effect at the time the work is conducted.

1.6 SUBMITTALS

A. Asbestos Abatement Schedule

- 1. Submit to the Engineer/Architect prior to the start of work horizontal bar chart with separate bar for each material type in each building that shows the anticipated start and completion date of the abatement work in the particular building.
- 2. Update the schedule as necessary.

B. Shop Drawings

- 1. Submit to the Engineer/Architect prior to the commencement of work, shop drawings for layout and construction of decontamination enclosure systems, and barriers for isolation of the work

area, location of waste disposal container system required by applicable regulations referenced in this Section.

2. Submit to the Engineer/Architect, prior to the commencement of work, shop drawings for service entrance panel, circuit breakers and ground rods, as applicable.

C. Submissions Prior to the Commencement of Work

1. Submit proof satisfactory to the Engineer/Architect that required permits, site location and arrangements for transport and disposal of asbestos containing waste materials have been made. Submit name of the disposal facility where asbestos is to be disposed of along with copy of the facility's operating permit indicating they are permitted to accept asbestos waste.
2. Submit documentation satisfactory to the Engineer/Architect that the Contractor's employees, including foreman, supervisors and any other company personnel or agents who may be exposed to airborne asbestos fibers or who may be responsible for any aspects of abatement activities, have received adequate training, in accordance with 29 CFR Part 1926.1101 and 12 NYCRR Part 56-2.
 - a. Submit the name, address and telephone number of the company or person that conducted the training.
 - b. Submit a copy of a valid contractor's training certificates and asbestos handling license pursuant to Subpart 56-2.1, Part 56, 12 NYCRR.
 - c. Submit a copy of each employee's training certificates and asbestos handling certificate, pursuant to Subpart 56-2.2, Part 56, 12 NYCRR.
 - d. Submit a copy of the supervisor's appropriate training certificates and asbestos handling certificate pursuant to Subpart 56-2.2, Part 56, 12 NYCRR.
 - e. Submit certificates signed by each employee that the employee has received training in the proper handling of materials that contain asbestos; understands the health implications and risks involved, including the illness possible from exposure to airborne asbestos fibers; understands the use and limits of the respiratory equipment to be used; and understands the results of monitoring of airborne quantities of asbestos as related to health and respiratory equipment.
3. Submit a copy of required Asbestos Project Notification notices to the Engineer/Architect and Owner prior to submission to agencies, and final copy submitted to agencies.
4. Submit documentation from a physician that all employees or agents who may be exposed to airborne asbestos in excess of background level have been provided with an opportunity to be medically monitored to determine whether they are physically capable of working while wearing the respirator required without suffering adverse health effects. In addition, document that personnel have received medical monitoring as required in OSHA 29 CFR 1926.1101.
5. Submit a list of the Contractor's equipment available for asbestos work, including but not limited to negative air machines, type of respirator intended for use on the job, type "C" supplied air systems, scaffolding, decontamination facilities, disposable clothing, etc.
6. Submit manufacturer's certification that HEPA vacuums, negative pressure ventilation units and other local exhaust ventilation equipment conform to ANSI Z9.2-79. When rental equipment is to be used in abatement areas or to transport asbestos contaminated waste, a written notification concerning intended use of the rental equipment must be provided to the rental agency with a copy submitted to the Engineer.
7. Document NIOSH approvals for all respiratory protective devices utilized on site. Include manufacturer certification of HEPA filtration capabilities for all cartridges and filters.
8. Submit documentation of respirator fit-testing for all Contractor employees and agents who must enter the work area. This fit-testing shall be in accordance with qualitative procedures as detailed in the OSHA Construction Standard 29 CFR 1926.1101.
9. Submit detailed job-specific asbestos abatement plan of the work procedures to be used in the removal of materials containing asbestos prior to conducting the work. Such plan shall include a sketch showing the location, size, and details of asbestos control areas, location and details of the change rooms, layout and location of waste container pass-out airlock system, and locations of local exhaust equipment. The plan shall also include interface of trades involved in the construction, sequencing of asbestos-related work, disposal plan, type of wetting agent to be used, respirators, protective equipment, pressure differential monitoring device, and a detailed

- description of the method to be employed in order to control air emissions, emergency procedures for fire and medical emergencies, and emergency procedures for the failure of seals.
10. Submit the name and experience record of both the superintendent and foreman. Include evidence of knowledge of applicable regulations; evidence of participation in and successful completion of EPA approved training course in asbestos removal and or supervision of asbestos related work, and experience with asbestos related work in a supervisory position.
 11. Submit MSDS's for all material to be used.
 12. Submit name of the independent testing laboratory who will analyze the personal air samples, along with testing laboratory's asbestos license, asbestos analytical certificates, and employee training certificates.
 13. Submit the name of the transporter that will be transporting the asbestos containing wastes and submit a copy of 6NYCRR Part 364 transporter permit.
 14. Submit example of completed waste transportation and disposal document (asbestos waste disposal document) of how asbestos waste will be transported and disposed of.

D. Submissions During Asbestos Abatement Activities

1. Submit weekly (or as otherwise required by the Engineer/Architect) job progress reports detailing abatement activities. Include review of progress with respect to previously established milestones and schedules, major problems and action taken, injury reports, equipment breakdown and personal air sampling results.
2. Submit copies of all transport manifests, trip tickets and disposal receipts signed by disposal facility for all asbestos waste materials removed from the work area during the abatement process.
3. Submit daily, copies of work site entry log books with information on worker and visitor access and any other significant events which occur during the project.
4. Post in the clean room of the worker decontamination enclosure a list containing the names, addresses, and telephone numbers of the Contractor, the Building Owner, the Engineer/Architect, the Asbestos Project Officer, the General Superintendent, the Air Sampling Professionals, the Testing Laboratory and any other personnel who may be required to assist during abatement activities.
5. Submit to Owners Representative results of personal air monitoring for asbestos.

1.7 NOTICES AND PERMITS

- A. The Contractor shall provide notification of intent to work on ACM and distribute it as indicated below.
1. At least 10 days prior to beginning work on the asbestos containing materials, send written notification to the Environmental Protection Agency, National Emissions Standards for Hazardous Air Pollutants (NESHAPS) Coordinator, Air Facilities Branch, 26 Federal Plaza, New York 10007, in accordance with 40 CFR 61.22 (d)(2).
 2. At least 10 days prior to beginning work on the asbestos containing materials, send written notification to the New York State Department of Labor, Division of Safety and Health, Asbestos Control Program, State Office Building Campus, Albany, New York, 12240.
 3. Prior to beginning work on the ACM, conduct notifications required by 12 NYCRR Part 56-1.8.
 4. Submit copies of notices to Engineer/Architect and Owner.
- B. The notifications shall include the following information at a minimum:
1. Name and Address of Property Owner (City of Gloversville).
 2. Name and address of removal contractor.
 3. Address and description of the building, including its size and age, amount, in cubic feet, of friable asbestos material to be removed, and the nature of contract work.
 4. Scheduled starting and completion dates for removal.
 5. Procedures that will be employed to comply with EPA regulations.
 6. The name and address of the waste disposal site where asbestos wastes will be deposited.
- C. A separate NYSDOL notification is required for each building.

- D. Contractor shall possess or obtain an annual "industrial waste hauler permit" specifically for asbestos-containing materials, pursuant to 6 NYCRR 364 for transporting of waste asbestos-containing materials to a disposal site or hire a transporter who has the required permits. Asbestos-containing waste materials to be transported shall be packaged in accordance with Environmental Protection Agency and NYS and US Department of Transportation requirements and as specified herein.
- E. Consult with the local fire/rescue department in the preparation of the Emergency Procedures Plan for fire and medical emergencies. Notify the local fire/rescue department seven (7) days prior to the start of asbestos removal work. Notification shall also be made when the asbestos removal work is complete. Submit copies of notices to Engineer and Owner.
- F. The contractor must display a valid NYS asbestos handling license pursuant to 12 NYCRR Part 56-2.1.
- G. The contractor must have and submit proof upon request that any persons employed by the contractor to engage in or supervise work on any asbestos project have the required certificates pursuant to 12 NYCRR Part 56-2.1.

1.8 MEDICAL REQUIREMENTS

- A. Before exposure to airborne asbestos fibers, provide workers with a comprehensive medical examination as required by 29CFR 1910.1001, and 29 CFR 1926.1101. This examination is not required if adequate records show the employee has been examined as required by 29 CFR 1926.1101 within the past year. The same medical examination shall be given on an annual basis to employees engaged in an occupation involving asbestos fibers and within 30 calendar days before or after the termination of employment in such occupations. Specifically identify x-ray films of asbestos workers to the consulting radiologist and mark medical record jackets with the word "ASBESTOS".
- B. As required by 29 CFR 1926.1101 maintain complete and accurate records of employees' medical examinations for a period of 30 years after termination of employment and make records of the required medical examinations available for inspection and copying to: The Assistant Secretary of Labor for Occupational Safety and Health, the Director of the National Institute for Occupational Safety and Health (NIOSH), authorized representatives of either of them, and an employees physician upon the request of the employee or former employee.
- C. Removal Contractor shall furnish the Owner evidence of his firm's medical surveillance program required under 29 CFR 1926.1101.

1.9 TRAINING

- A. Within 3 months prior to assignment to asbestos work, instruct each employee, under the direction of an Industrial Hygienist (IH) with regard to the hazards of asbestos, safety and health precautions, and the use and requirements of protective clothing and equipment. Fully cover engineering and other hazard control techniques and procedures.
- B. Establish a respirator program as required by ANSI Z88.2 and 29 CFR 1910.134, and 29 CFR 1926.1101. Provide respirator training and fit-testing under IH direction. Removal Contractor shall submit to the Owner proof of respirator-training and fit-testing and a description of his firm's respiratory program required under 29 CFR 1926.1101.

1.10 PRECONSTRUCTION CONFERENCE

- A. Prior to start of preparatory Work under this contract, the Removal Contractor may be required to attend a pre-construction conference and walk-through attended by Owner, Architect/Engineer and Air Monitoring and Testing Laboratory's representative.
- B. Agenda for this conference will include but not necessarily be limited to:
 - 1. Contractor's scope of Work, Work plan and schedule.

2. Contractor's safety and health precautions including protective clothing and equipment and decontamination procedures.
3. Contractor's Work procedures including: Methods of job site preparation, wetting agents and procedures, and removal methods; respirator procedures; procedures for decontaminating the objects in the "decontamination and abatement" sections, methods of handling removed material and disposal procedures; cleanup procedures and equipment; signs and labels; fire exists and emergency procedures.
4. Contractor's plan for 24 hour job security both for prevention of theft and for barring entry of curious but unprotected personnel into Work areas.
5. Temporary utilities.
6. Handling of moveable objects.
7. Documentation of compliance with environmental laws and standards.
8. Storage of removed Asbestos Containing Material.

1.11 DELIVERY AND STORAGE

- A. Deliver all materials to the job site in original packages with containers bearing manufacturer's name and label.
- B. Store all materials at the job site in a suitable and designated area. Store materials subject to deterioration or damage away from wet or damp surfaces and under cover. Protect materials from unintended contamination.
- C. Remove damaged or deteriorated materials from the job site. Materials contaminated with asbestos shall be disposed of as asbestos debris as herein specified.

1.12 TEMPORARY UTILITIES

- A. Provide temporary electric service with Ground Fault Circuit Interrupters (GFCI) for all electric requirements within the asbestos work area. Provide temporary wiring and "weatherproof" receptacles in sufficient quantity and location to serve all, HEPA vacuum equipment, negative air pressure equipment, tools and air monitoring equipment. The temporary power installation shall conform with the National Electrical Code and all local and state requirements.
- B. Provide temporary lighting with "weatherproof" fixtures for all Work areas including decontamination chambers.
- C. All temporary devices and wiring used in the Work area shall be capable of decontamination procedures including HEPA vacuuming and wet-wiping.
- D. The Contractor will be responsible for providing his own source of temporary valved hot and cold water.

PART 2 PRODUCTS

2.1 WORK UNITS

- A. Respirators.
- B. Protective Clothing.
- C. Signs and Labels.
- D. Log Books.

- E. Scaffolding.
- F. Chemical Penetrant (Amended Water).
- G. Disposal Bags, Drums, and Storage Bags.
- H. HEPA-Vacuum Equipment.
- I. Power Tools.

2.2 RESPIRATORS

- A. Select respirators from those approved by the Mine Safety and Health Administration (MSHA), and the National Institute for Occupational Safety and Health (NIOSH), Department of Health and Human Services.
- B. Respirators shall be fit-tested to personnel by an Industrial Hygienist. Fit-tested respirators shall be permanently marked to identify the individual fitted, and use shall be limited to that individual.
- C. The Contractor shall supply appropriate respirator protection as specified in Table 1 of Paragraph (h) (2) (iii) of 29 CFR Part 1926.1101; and shall ensure that the employees use the respirator needed.
- D. No respirators shall be issued to personnel without such personnel participating in a respirator training program.
- E. High Efficiency Particulate Air (HEPA) respirator filters shall be approved by NIOSH and shall conform to the OSHA requirements in 29 CFR 1910.134 and 29 CFR 1926.1101.
- F. A Storage area for respirators shall be provided by the contractor on the clean room side of any established decontamination chamber where they will be kept in a clean environment.
- G. The Contractor shall provide and make available a sufficient quantity of respirator filters so that filter changes can be made as necessary during the work day. Filters will be removed and discarded during the decontamination process. Filters cannot be reused. Filters must be changed if breathing becomes difficult.
- H. Filters shall be changed at a minimum of once per day, or as necessary.
- I. Respirator filters shall be stored at the project site in the change room of each work area and must be protected from asbestos exposure prior to use.
- J. Where not in violation of NIOSH and OSHA requirements the contractor shall provide the following minimum respiratory protection to the maximum use concentrations indicated:

<u>OSHA/NIOSH Approved Respiratory Protection</u>	<u>Maximum use Concentrations</u>
Half Mask Air Purifying with HEPA Filters	0.1 f/cc
Full face Air Purifying HEPA filters and quantitative fit test	0.5 f/cc
 OSHA/NISH Approved	 Maximum Use
Powered air purifying (PAPR) Loose fitting Helmet or hood HEPA filtered	0.25 f/cc

Supplied Air, Continuous Flow, full face piece, HEPA filter	0.5 f/cc
Full face piece supplied air, pressure demand	10 f/cc
Full face piece, supplied air, pressure demand, with Aux. SCBA, pressure demand or continuous flow	>10 f/cc or unknown concentration

- K. The Contractor shall provide a full-face supplied air respirator operated in the pressure demand mode equipped with an auxiliary positive pressure self-contained breathing apparatus for all employees within the regulated area where Class 1 work defined in 29 CFR Part 1926.1101 is being performed for which a negative exposure assessment has not been produced. Class 1 work is activities involving the removal of thermal system insulation and surfacing asbestos containing material.

2.3 PROTECTIVE CLOTHING

- A. Provide personnel exposed to airborne concentrations of asbestos fibers with fire retarding disposable protective whole body clothing, head coverings, gloves and foot coverings. Provide disposable plastic or rubber gloves to protect hands. Cloth gloves may be worn inside the plastic or rubber for comfort, but shall not be used alone. Make sleeves secure at the wrists and make foot coverings secure at the ankles by the use of tape, or provide disposable coverings with elastic wrists or tops.
- B. Provide sufficient quantities of protective clothing to assure a minimum of four (4) complete disposable outfits per day for each individual performing abatement work.
- C. Eye protection and hard hats shall be provided and made available for all personnel entering any work area.
- D. Authorized visitors
1. The Owner, any representative of the Owner, any party contracting for services on an asbestos project, insurance appraisers or inspectors, utility company representatives, the Commissioner or his/her agents, or any regulatory or other agency having jurisdiction over the project shall be considered an authorized visitor.
 2. Authorized visitors shall be provided suitable protective clothing, headgear, eye protection and footwear whenever they are required to enter the work area.
 3. The contractor shall have at least two additional Powered Air Purifying Respirators stored on site designated for authorized visitors emergency use only. Appropriate respirator filters for authorized visitors shall be made available by the Contractor.

2.4 SIGNS AND LABELS

Provide danger signs and barrier tapes at all approaches to asbestos control Work areas. Locate signs at such distance that personnel may read the sign and take the necessary protective steps required before entering the area. Provide asbestos danger labels affixed to all asbestos materials, scrap, waste, debris and other products contaminated with asbestos.

1. Provide danger signs in vertical format conforming to 29 CFR 1926.1101 (k)(1), minimum 20" x 14" displaying the following legend in the lower panel:

DANGER
ASBESTOS

CANCER AND LUNG DISEASE
HAZARD

AUTHORIZED PERSONNEL ONLY

RESPIRATORS AND PROTECTIVE
CLOTHING ARE REQUIRED IN THIS
AREA

2. Provide pressure-sensitive asbestos DANGER labels of sufficient size to be clearly legible, displaying the following legend:

DANGER

CONTAINS ASBESTOS FIBERS

AVOID CREATING DUST

CANCER AND LUNG DISEASE

HAZARD

3. Provide the following pressure sensitive asbestos labels, of sufficient size to be clearly legible, for display on waste containers (bags or drums) which will be used to transport asbestos contaminated material in accordance with United States Department of Transportation 49 CFR Parts 171 and 172:

For white asbestos (Chrysotile, Actinolite, Anthophyllite, Tremolite):

RQ HAZARDOUS
SUBSTANCE
WHITE ASBESTOS
CLASS 9 UN2590

For blue asbestos (Crocidolite) or brown asbestos (Amosite):

RQ HAZARDOUS
SUBSTANCE
BLUE ASBESTOS OR BROWN ASBESTOS
CLASS 9 UN2212

4. Provide a pressure sensitive label, of sufficient size to be clearly legible, stating the name of the waste generator and the location at which the waste was generated, for display on all waste containers to be transported off-site, pursuant to 40 CFR Part 61.150.
5. Provide 3" wide yellow barrier tape printed with black lettered "DANGER ASBESTOS REMOVAL". Locate barrier tape across all corridors, entrances and access routes to asbestos work area. Install tape 3' to 4' above finished floor.
6. Provide log-in sign at entrance to clean room. Sign shall be a minimum 12" x 12" in 1 inch Sans Serif Gothic or Block letters with legend:

ALL PERSONS ENTERING WORK AREAS ARE REQUIRED TO SIGN IN

2.5 LOG BOOK

- A. Provide a permanently bound log book of minimum 8-1/2" x 11" size. Log book shall contain on title page the project name, name, address and phone number of Owner; name, address and phone number of Engineer/Architect; name, address and phone number of Abatement Removal Contractor; name, address and phone number of Contractor's Industrial Hygienist; emergency numbers including, but not limited to local Fire/Rescue department. Log book shall contain a list of personnel approved by the Industrial Hygienist for entry into the Work area and shall contain copies of all MSDS sheets.
- B. All entries into the log shall be made in non-washable, permanent ink and such pen shall be strung to or otherwise attached to the log to prevent removal from the log-in area. Under no circumstances shall pencil entries be permitted.

2.6 SCAFFOLDING

- A. Provide all scaffolding and/or staging as necessary to accomplish the Work of this Contract. Scaffolding may be of suspension type or standing type such as metal tube and coupler, tubular welded frame, pole or outrigger type or cantilever type. The type, erection and use of all scaffolding shall comply with all applicable OSHA construction industry standards.

2.7 CHEMICAL PENETRANT (AMENDED WATER)

- A. Wet all asbestos-containing materials prior to removal with chemical penetrant mixed and applied in accordance with manufacturer's printed instructions.
- B. Approved Manufacturer:
 - 1. Arpin Products Co., Inc.
 - 2. Aquatrols Corp., Aqua-Gro Asbestos Wet
 - 3. Aramsco Co.Or an approved equal.

2.8 DISPOSAL BAGS, DRUMS, AND STORAGE BAGS

- A. Provide clear or yellow 6 mil linear polyethylene disposal bags printed with asbestos caution labels. Bags shall be sized to fit within sealable drums for transport to an approved disposal site.

2.9 HEPA VACUUM EQUIPMENT

- A. All dry vacuuming performed under this contract shall be performed with High Efficiency Particulate Absolute (HEPA) filter equipped industrial vacuums conforming to ANSI Z9.2.
- B. Provide tools and specialized equipment including scraping nozzles with integral vacuum hoods connected to a HEPA vacuum with flexible hose.

2.10 POWER TOOLS

- A. Any power tools used to drill, cut into, or otherwise disturb asbestos material shall be equipped with HEPA filtered local exhaust ventilation.

PART 3 EXECUTION

3.1 WORK UNITS

- A. General Requirements.
- B. Work Area Entrance and Exit Procedures.
- C. Personal Decontamination Enclosure Systems.
- D. Work Area Preparation.
- E. Negative Air Pressure Systems.
- F. Waste Decontamination Enclosure System.
- G. Equipment and Waste Container Decontamination and Removal Procedures.
- H. Post Abatement Cleanup Procedures.
- I. Air Monitoring and Testing.
- J. Personal Air Monitoring

3.2 GENERAL REQUIREMENTS

- A. Perform asbestos related work in accordance with 12 NYCRR Part 56, CFR 61, 29 CFR Part 1910.1001, 29 CFR 1926, the procedures and conditions of the NYSDOL Variances (Appendix A), and as specified herein. Where more stringent requirements are specified, the Contractor will adhere to the more stringent requirements.
- B. Should the area beyond the asbestos work area(s) become contaminated with asbestos-containing dust or debris as a consequence of the work, immediately institute emergency procedures. Contaminated non-work areas shall be isolated and decontaminated in accordance with procedures established for asbestos removal. All costs incurred in decontaminating such non-work areas and the contents thereof shall be borne by the Contractor, at no additional cost to the Owner.
- C. Medical approval and certificates of training shall be on file prior to admittance of any individual to the asbestos control work area. Individuals approved for entry into the work area shall be listed in the log book and sign in prior to entry.
- D. Prior to start of asbestos abatement work, shut down and lock out the electrical service to the work area. Provide temporary electric as specified herein.
- E. Perform all asbestos removal work using wet removal procedures. Mix and apply chemical penetrant in accordance with manufacturer's written instructions. Dry removal procedures are not permitted. Mix surfactant amended water in accordance with manufacturer's instructions for all water used in wet-wiping clean-up operations.
- F. Work procedures pertaining to work area entrance and exit procedures, personal decontamination enclosure systems, work area preparation, negative air pressure systems, handling and removal procedures, waste decontamination enclosure systems, equipment and waste container decontamination, removal procedures and post abatement clean-up procedures delineated in Section 3.3 to 3.10 may be superseded by work procedures required by NYSDOL Applicable Variances.

3.3 WORK AREA ENTRANCE AND EXIT PROCEDURES

- A. The following procedures shall be followed throughout the asbestos abatement project until satisfactory clearance air monitoring results have been achieved as determined by the Engineer/Architect:
1. All persons shall enter and exit the work area through the personal decontamination enclosure system. All persons who enter the work area or an enclosure shall sign the entry/exit log, located in the clean room, upon every entry and exit.
 2. All persons, before entering the work area, or an enclosure shall read and be familiar with all posted regulations, personal protection requirements, including work area entry and exit procedures, and emergency procedures. The entry/exit log headings shall indicate, and the signatures shall be used to acknowledge that these have been reviewed and understood by all persons prior to entry.
 3. All persons shall proceed first to the clean room, remove all street clothing, store these items in clean sealable plastic bags or lockers and don protective whole body clothing, head covering, foot covering and gloves. Use tape to secure sleeves at the wrists and to secure foot coverings at ankles. All persons shall also don OSHA/NIOSH approved respiratory protection. Respirators shall be inspected prior to each use and tested for proper seal using quantitative or qualitative fit checks.
 4. Persons wearing designated personal protective equipment shall proceed from the clean room through the shower room to the equipment room, where necessary tools are collected and any additional clothing shall be donned, before entry into the work area.
 5. Before leaving the work area, all persons shall remove gross contamination from the outside of respirators and protective clothing by brushing, wet cleaning, and/or HEPA vacuuming.
 6. Persons shall proceed to the equipment room, where all coveralls, head covering, foot covering and gloves shall be removed. Disposable clothing shall be deposited into labeled containers for disposal. Reusable contaminated clothing, footwear, head gear and gloves shall be stored in the equipment room when not being used in the work area. Authorized visitors shall not remove respirators during this process.
 7. Still wearing respirators, persons shall proceed to the shower area, clean the outside of the respirator and the exposed face area under running water prior to removal of the respirator, and then fully and vigorously shower and shampoo to remove residual asbestos contamination. Respirators shall be washed thoroughly with soap and water. Some types of respirators will require slight modification of these procedures. An airline respirator with HEPA filtered disconnect protection shall be disconnected in the equipment room and worn into the shower. A powered air-purifying respirator face piece shall be disconnected from the filter/power pack assembly prior to entering the shower.
 8. After showering and drying, all persons shall proceed to the clean room and don clean personal protective equipment before returning to the work area or street clothing if exiting the enclosure.

3.4 PERSONAL DECONTAMINATION ENCLOSURE SYSTEM

- A. Enclosure: Personal decontamination enclosure systems shall be provided outside and attached to all locations where persons will enter or exit the work area. **(Except where remote Personal decontamination enclosure systems are allowed by NYSDOL Variances).** One system at a single location for each Building shall be required. Such systems may consist of existing rooms outside of the work area, if the layout is appropriate, that can be enclosed in plastic sheeting and are accessible from the work area. When this situation does not exist, enclosure systems may be constructed out of metal, wood or plastic support. When this area is located outside the structure, and exposed to the weather, the enclosure shall be constructed in accordance with this section and made weather tight.
- B. Rooms and Configuration: The personal decontamination enclosure system for a large project (>260 L.F. or >160 S.F.) shall consist of a clean room, a shower room, and an equipment room, in series, separated from each other and from the work area by three airlocks. For a small project (>25 and <260 L.F. or >10 and <160 S.F.) it shall consists of at least a shower room and a clean room separated from each other by an air lock and from the work area and other areas by curtained doors.

1. Clean Room: In this room, persons remove and leave all street clothes and put on clean disposable coveralls. Approved respiratory protection equipment is also picked up in this area. **No asbestos contaminated items are permitted in this room.**
 2. Shower Room: This is a separate room used for transit by cleanly dressed people entering the job site from the Change Room and for showering by them after they have undressed in the Equipment Room. **This is a contaminated area.**
 3. Equipment Room: Work equipment, footwear, and all other contaminated work clothing are left here. This is a change and transit room for people. All areas between the Shower Room and Work Area shall be considered part of the Equipment Room. Plastic floor and wall covering is required. **This is a contaminated area.**
- C. Showers: There shall be one shower per six full shift abatement persons calculated on the basis of the largest shift.
- D. Enclosure Security: When the personal decontamination enclosure system is situated near an area of public access, it shall be fully framed, sheathed for safety and constructed to prevent unauthorized entry.
- E. Plastic Sheetting: Personal decontamination enclosure systems constructed at the work site shall utilize at least six mil opaque fire retardant plastic sheeting. At least two layers of six mil reinforced fire retardant plastic sheeting shall be used for the flooring of this area.
- F. Clean Room: The clean room shall be sized to accommodate all authorized persons. Benches and hooks shall be provided for street clothes. Shelves for storing respirators shall also be provided. Clean clothing, replacement filters for respirators, towels and other necessary items shall be provided. The clean room shall not be used for the storage of tools, equipment or materials. It shall not be used for office space. A lockable door shall be provided to permit access to the clean room from outside the work area or enclosure. It shall be used to secure the work area and decontamination enclosure during off-shift hours.
- G. Shower Room: The shower room shall contain one or more showers. Each shower head shall be supplied with hot and cold water adjustable at the tap. The shower enclosure shall be constructed to ensure against leakage of any kind. Uncontaminated soap, shampoo and towels shall be available at all times. Shower water shall be drained, collected and filtered through a system with at least 5.0 micron particle size collection capability. A system containing a series of several filters with progressively smaller pore sizes shall be used to avoid rapid clogging of the filtration system by large particles. Filtered wastewater shall be discharged in accordance with applicable codes. Contaminated filters shall be disposed of as asbestos waste.
- H. Equipment Room: The equipment room shall be used for the storage of equipment and tools after decontamination using a HEPA filtered vacuum and/or wet cleaning. A one day supply of replacement filters, in sealed containers, for HEPA vacuums and negative pressure ventilation equipment, extra tools, containers or surfactant and other materials and equipment that may be required during the abatement project may also be stored here. A walk-off pan filled with water shall be located in the work area just outside the equipment room for persons to clean foot coverings when leaving the work area. A drum lined with a labeled, at least six mil plastic bag for collection of clothing shall be located in this room. Contaminated footwear and work clothes shall be stored in this area.

3.5 WORK AREA PREPARATION

- A. The work area shall be vacated by the occupants prior to work area preparation and until satisfactory clearance air monitoring results have been achieved. **Personal protection shall be worn and proper decontamination procedures shall be followed during the work area preparation.**
- B. Caution signs shall be posted at all locations and approaches to a location where airborne concentrations of asbestos may exceed ambient background levels. Signs shall be posted that permit a person to read the sign and take the necessary protective measures to avoid exposure. Caution signs

shall include the following information: "DANGER, ASBESTOS, CANCER AND LUNG DISEASE HAZARD, AUTHORIZED PERSONNEL ONLY, RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED IN THIS AREA".

- C. Electric Power: Shutdown and lockout electric power to all work areas. The Contractor shall provide temporary power and lighting and ensure safe installation of temporary power sources and equipment used where high humidity and/or water shall be sprayed in accordance with all applicable codes. All power to work areas shall be brought in from outside the area through a ground-fault circuit interrupter at the source.
- D. The heating, ventilating, and air conditioning (HVAC) system shall be shutdown and isolated to prevent asbestos contamination and dispersal to other areas of the building or structure.
- E. The personal decontamination enclosure system shall be installed or constructed prior to preparatory work in the work area and in particular before the disturbance of asbestos material. The waste decontamination enclosure system shall be installed or constructed prior to commencement of abatement activities.
- F. Movable objects within the work area shall be pre-cleaned using HEPA filtered vacuum equipment and/or wet cleaning, removed prior to asbestos abatement or covered with 2 layers of at least 6 mil fire retardant polyethylene sheeting and sealed with tape. Fixed objects within the work area shall be covered with 2 layers of at least 6 mil fire retardant polyethylene sheeting and sealed with tape.
- G. Pre-cleaning: The work area shall be cleaned using HEPA filtered vacuum equipment and/or wet cleaning. Asbestos material shall not be disturbed during pre-cleaning.
- H. Isolation Barriers - General: Isolation barriers shall be constructed that seal off all openings including but not limited to windows, corridors, doorways, skylights, ducts, grills, diffusers, and other penetrations of the work area during removal of asbestos materials, unless specified otherwise. The isolation barriers shall be constructed using two layers of at least six mil fire retardant plastic sheeting sealed with tape. Also, all seams in system components that pass through the work area shall be sealed. Doorways and corridors which shall not be used for passage during work shall also be sealed. Isolation barriers shall remain in place until acceptable clearance air monitoring results have been obtained as reviewed and approved by the Engineer/Architect.
- I. Isolation Barriers - Specific: Separation of the work area from the remainder of the work site by construction of isolation barriers shall be performed unless specified otherwise.
 - 1. Wall Construction: Walls shall be constructed of wood or metal framing to support barriers in all openings larger than thirty-two square feet, except where any one dimension is one foot or less.
 - 2. Sheathing Thickness: A sheathing material of a least three-eighths inch thickness shall be applied to the work side of the barrier.
 - 3. Sealing of Partitions: Edges of the partition shall be caulked at the floor, ceiling, walls and fixtures to form an airtight seal, where applicable.
 - 4. Plastic Sheeting: The work area side of the partition shall be covered with a double layer of at least six mil (opaque) fire retardant plastic sheeting with staggered joints and sealed.
 - 5. Plasticizing/Sealing: All floor, wall and ceiling surfaces shall be covered with a minimum of two layers of at least six mil fire retardant plastic sheeting. The floor shall be plasticized first and its plastic sheeting shall extend up the walls a distance of at least twelve inches on all sides. The walls shall be plasticized by applying plastic sheeting from ceiling to floor, thus overlapping the floor sheeting by at least twelve inches. This process shall be repeated for the second layer of plastic sheeting for the floor and walls. All seams within a layer shall be separated by a distance of at least six feet and sealed air tight. All seams between layers shall be staggered.
 - 6. After isolation barriers are in place, objects such as light fixtures, electrical track, alarm systems, ventilation equipment and other items not previously sealed, shall be removed and

- HEPA vacuumed. Localized HEPA filtered vacuum equipment shall be used during fixture removal to reduce asbestos dispersal.
7. Isolation barriers shall remain in place until acceptable clearance air monitoring results have been obtained as reviewed and approved by the Engineer/Architect.
- J. Exits: Emergency and fire exits from the work area shall be maintained or alternate exits shall be established according to all applicable codes. Emergency procedures shall have priority. Emergency exits shall be clearly marked inside the containment and shall remain unlocked during working activities.

3.6 NEGATIVE AIR PRESSURE SYSTEM

- A. Negative air pressure equipment shall be utilized within all the work areas as required by the referenced regulations and NYSDOL Variances.
- B. The negative air pressure equipment shall operate continuously, twenty-four hours a day, from the start of the abatement work through the cleanup operations and clearance air monitoring.
- C. A negative air pressure, relative to areas outside of the enclosure, shall be maintained at all times in the work area during the asbestos abatement work to ensure that contaminated air in the work area does not escape into an uncontaminated area. Provide a manometer-type or magnetic-type pressure differential monitor with minor scale divisions of 0.02 inch of water and accuracy within plus or minus one percent. Calibrate the manometer daily as recommended by the manufacturer. Furnish manually recorded readings of the pressure differential between locations in the asbestos control area and adjacent areas at the beginning of each workday and every 2 working hours thereafter. Pressure differential readings shall be taken at several points inside the asbestos control area including the furthest point from the negative air pressure equipment. A minimum of -0.02 column inches of water pressure differential, relative to outside pressure shall be maintained as evidenced by manometric measurements.
- D. If more than one primary ventilation unit is installed, the units shall be turned on one at a time and the integrity of wall barriers, for secure attachment or the need for additional reinforcement, shall be checked. Units connected in series shall be considered a single unit for this test. A minimum of one additional unit, having a capacity at least equal to that of the primary unit, shall be installed as a backup to be used during primary unit filter changing and upon primary unit failure.
- E. On electric power failure, abatement shall stop immediately and shall not resume until power is restored and exhaust units are operating fully. On extended power failure, longer than one hour, the decontamination facilities, after the evacuation of all persons from the work area, shall be sealed airtight, until notified by the Owner Representative and/or the Department of Labor, OSHA or EPA. The Contractor shall be responsible for providing emergency power in the event of a power failure in areas of work where the public may be exposed.
- F. Negative pressure ventilation equipment shall be installed and operated to provide at least four air changes in the work area every hour during removal and cleaning and two air changes every hour during clearance testing.
- G. Openings made in the enclosure system to accommodate these units shall be made airtight with tape and/or caulking. Where possible, only the intake and the filter access panel shall remain within the work area to permit filter changing, while minimizing equipment contamination and the likelihood of contamination of non-work areas.
- H. Negative pressure ventilation units shall be exhausted to the outside of the building or structure and away from occupied area. Proper installation, air monitoring and daily inspections shall be conducted to insure that the ducts do not release asbestos into uncontaminated area. Fans, ducts and joints shall comply with the following:

1. Ducts: Ducts, of at least equivalent shape and dimension as that of the negative pressure ventilation exhaust, shall be used to exhaust to the outside of the building or structure.
 2. Airtight system: All fans, ducts and joints shall be sealed, braced and supported to maintain an airtight system.
- I. Exhaust location: At no time shall the negative pressure ventilation unit exhaust within 50 feet of a receptor or adversely affect the air intake of the building/structure or other buildings/structures.

3.7 HANDLING AND REMOVAL PROCEDURES

- A. Removal of asbestos containing materials in the building shall be performed in accordance with all applicable federal, state and local regulatory requirements, the proposed procedures and conditions of any NYSDOL Applicable Variances.
- B. A waste decontamination enclosure system meeting the requirements of ICR 56-10 shall be utilized. Upon completion of removal and cleaning, all surfaces shall be encapsulated.
- C. Removal of the asbestos containing flooring materials shall be performed in accordance with the NYSDOL Applicable Variance #120 or the approved NYSDOL Site Specific Variance (attached).
- D. Removal of asbestos containing asphalt roofing shall be performed in accordance with the NYSDOL Applicable Variance #119 or the approved NYSDOL Site Specific Variance (attached).
- E. Removal of asbestos containing Thermal System Insulation shall be performed in accordance with the NYSDOL Applicable Variance #108.
- F. All work area preparation procedures including pre-cleaning shall be performed for all asbestos abatement work.
- G. The asbestos containing material shall be wetted frequently with amended water. Sufficient time shall be allowed for penetration to occur prior to abatement activities. All friable material shall be saturated prior to removal activities.
- H. Asbestos material on detachment from the substrate shall be directly bagged into at least 6 mil plastic bags that are labeled as follows:

**DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD**

- I. After completion of all stripping work, surfaces from which asbestos material has been removed shall be HEPA vacuumed and/or wet cleaned. Clean up shall proceed as described in Paragraph 3.10 of this Section.
- J. All plastic sheeting, tape, cleaning material, clothing, and all other disposable material or items used in the work area shall be packed into sealable plastic bags (6 mil minimum) with danger labels.

3.8 WASTE DECONTAMINATION ENCLOSURE SYSTEM

- A. A waste decontamination enclosure system shall be utilized that consists of a washroom/clean room and a holding area. The washroom/cleanup room shall be constructed with an airlock doorway to the work area and another airlock doorway to the holding area. The holding area shall be constructed with an airlock doorway to the washroom/cleanup room and another lockable door to the outside.

- B. Where there is only one egress from the work area, the holding area of the waste decontamination enclosure system may branch off from the equipment decontamination room, which doubles as a waste washroom, of the personal decontamination enclosure.
- C. The washroom shall be equipped with a drain installed to collect water and deliver it to the shower drain where it shall be filtered in accordance with Item 3.4G of this Section. Waste shall be transferred only during times when the showers are not in use.

3.9 EQUIPMENT AND WASTE CONTAINER DECONTAMINATION AND REMOVAL PROCEDURES

- A. External surfaces of contaminated containers and equipment shall be cleaned by wet cleaning (with a damp cloth) and/or HEPA vacuuming in the work area before moving such items into the waste decontamination enclosure system airlock by persons assigned to this duty. These work area persons shall not enter the airlock.
- B. These contaminated items shall be removed from the airlock by persons stationed in the washroom during waste removal operations. These washroom persons shall remove gross contamination from the exterior of their respirators and protective clothing by brushing, HEPA vacuuming and/or wet cleaning.
- C. Once in the waste decontamination enclosure system, external surfaces of contaminated containers and equipment shall be cleaned a second time by wet cleaning with a damp cloth.
- D. The cleaned containers of asbestos material and equipment are to be dried of any excessive pooled or beaded liquid, placed in uncontaminated 6 mil (minimum) plastic bags or sheeting as the item's physical characteristics demand, and sealed airtight.
- E. The clean recontainerized items shall be moved into the airlock that leads to the holding area. The washroom persons shall not enter this airlock or the work area until waste removal is finished for that period.
- F. Containers and equipment shall be moved from the airlock and into the holding area by persons dressed in clean personal protective equipment, who have entered from uncontaminated areas.
- G. The cleaned containers shall be held in the holding area pending removal. The containers shall be wet cleaned and/or HEPA vacuumed at least once each day. Danger labels with the following information shall be placed on the containers: "DANGER, CONTAINS ASBESTOS FIBERS, AVOID CREATING DUST, CANCER AND LUNG DISEASE HAZARD, BREATHING ASBESTOS DUST MAY CAUSE SERIOUS BODILY HARM".
- H. The exit from the decontamination enclosure system shall be secured to prevent unauthorized entry.
- I. Where the waste removal enclosure is part of the personal decontamination enclosure, waste removal shall not occur during shift changes or when otherwise occupied. Precautions shall be taken to prevent short-circuiting and cycling of air outward through the shower and clean room.
- J. Materials used to wipe down and clean the containers shall be handled as asbestos waste.

3.10 POST ABATEMENT CLEAN-UP PROCEDURES

- A. All accumulations of asbestos waste material shall be containerized utilizing HEPA vacuums or rubber or plastic dust pans, squeegees or shovels. Metal shovels shall not be used to pick up or move waste. HEPA vacuums shall be used to clean up all surfaces after gross clean up.
- B. All surfaces in the work area shall be first wet cleaned using rags, mops and sponges (i.e. first cleaning). To pick up excess liquid and wet debris (where applicable) a wet-purpose shop vacuum may be used and shall be decontaminated prior to removal from the work area.

- C. Cleanings, and asbestos settling times shall be performed in accordance with NYSDOL Site-Specific and/or Applicable Variances. Windows, doors, HVAC system vents and all other openings shall remain sealed until satisfactory clearance results are achieved. Decontamination enclosure systems shall remain in place and be utilized.
- D. All containerized waste shall be removed from the work area and the holding area. All tools and equipment shall be removed from the work area and decontaminated.
- E. Clearance air monitoring, as per Paragraph 3.11 of this Section for air sampling and analysis, shall be conducted.
- F. After satisfactory clearance air monitoring results have been achieved, a thin coat of encapsulating agent shall be applied to all surfaces where the asbestos material was removed.
- G. The isolation barriers shall be removed only after satisfactory clearance air monitoring results have been achieved and encapsulation has been completed.

3.11 AIR MONITORING AND TESTING

- A. **Air monitoring will be performed by The Owner or its Representative in accordance with 12 NYCRR Part 56-17 and the attached NYSDOL Variances.** Air sampling shall be conducted by an Air Sampling Technician who possesses an Asbestos Project Air Sampling Technician Certificate issued by the New York State Department of Labor. The Contractor is expected to fully cooperate with the testing firm.
- B. Passive air sampling shall be conducted prior to abatement, and aggressive air sampling shall be conducted after abatement is complete. Air sampling shall also be conducted during abatement as required by the referenced regulations (Item 1.5 of this Section). In accordance with 12 NYCRR Part 56, Phase Contrast Microscopy (NIOSH Method 7400) is acceptable for analysis of air samples pre, during, and post abatement.
- C. The number of air samples to be taken prior to and after abatement in accordance with 12 NYCRR Part 56 is as follows:
 - 1. When the work area involves the removal of greater than or equal to 160 square feet or 260 linear feet of asbestos material (large project), 5 area samples inside and 5 area samples outside the work area.
 - 2. When the work area involves the removal of greater than 10 but less than 160 square feet or greater than 25 but less than 260 linear feet of asbestos material (small project), 3 area samples inside and 3 area samples outside the work area.
- D. The number of air samples required during abatement inside and outside the work area will depend on the size of the work area and shall meet the requirements of 12 NYCRR Part 56 and the attached NYSDOL Variances. The number of samples to be taken shall be approved by the Engineer/Architect prior to the start of the abatement work. The following number of samples shall be provided during abatement for a large project, on a daily basis according to NYS Industrial Code Rule 56:
 - 1. Two area samples outside the work area in uncontaminated areas of the building, remote from the decontamination facilities.
 - a. Primary location selection shall be within ten feet of isolation barriers.
 - b. Where negative ventilation exhaust runs through uncontaminated building areas, during sampling will be conducted in such areas to monitor the air.
 - c. Where no adjacent non-work areas exist, an additional exterior area sample shall be taken.
 - 2. One area sample within ten feet of the uncontaminated entrance to each personal decontamination and waste decontamination enclosure system.
 - 3. One area sample within ten feet of the unobstructed exhaust from each negative pressure vent.
 - 4. One area sample outside of the building.

- E. If the Contractor's barriers or other control methods are observed to malfunction and if the Contractor does not correct the problems immediately upon notification, the Asbestos Air Sampling Technician shall inform the Owner or other authorized representative. In such a situation additional area sampling shall be performed by the independent air monitoring company. The Contractor shall be responsible for costs of the additional testing and analysis.
- F. The air samples shall be analyzed by a laboratory which holds certification by the New York State Department of Health's Environmental Laboratory Approval Program (ELAP) to perform asbestos analysis.
- G. A series of smoke tests shall be performed and documented daily at the decontamination or air lock unit entrance/exit to ensure continuous negative air pressure during abatement activities.
- H. The Asbestos Air Sampling Technician shall keep a record in a daily log of all on-site observations, and required activities of the Contractor.
- I. The Asbestos Air Sampling Technician must be on the job site at all times during the abatement work. No abatement or preparation work will occur without the presence of the Asbestos Air Sampling Technician.
- J. The Asbestos Air Sampling Technician shall perform a minimum of two inspections within each containment or work area daily.
- K. If the Asbestos Air Sampling Technician observes irregularities at any time, he/she shall document the observations and shall inform the Owner or other authorized representative having jurisdiction who shall issue a stop work order to the Contractor and have the work area secured until corrective actions have been taken.
- L. Post-Abatement Final Air Clearance Testing
 - 1. Within 48 hours after final clean-up (i.e., third cleaning) and before removal of critical barriers, a final air test shall be performed. This test is required to establish safe conditions for removal of critical barriers and to permit reconstruction activity to begin. Sufficient time following clean-up activities shall be allowed so that all surfaces are dry during monitoring.
 - 2. Samplers shall be placed at random locations around the work area. If the number of rooms within the work area is equivalent to the number of required samples based on the floor area, a sampler shall be placed in each room. When the number of rooms is greater than the required number of samples, a representative sample of rooms shall be selected.
 - 3. For PCM finals, representative samplers placed outside the work area but within the building shall be located to avoid any air that might escape through the isolation barriers and shall be approximately 50 feet from the entrance to the work area and 25 feet from the isolation barriers.
 - 4. For TEM finals (IF REQUIRED), the samples shall be positioned at locations representative of the air entering the abatement site.
 - 5. The following aggressive sampling procedures shall be used within the work area during all clearance air monitoring:
 - a. Before starting the sampling pumps use forced air equipment (such as a one horsepower leaf blower) to direct exhaust air against all walls, ceilings, floors, ledges and other surfaces in the work area.
 - 1) This pre-sampling procedure shall take at least five minutes per 1,000 square feet of floor area.
 - 2) At a minimum, place a 20-inch fan 3 feet above the floor in the center of the room. (Use one fan per 10,000 cubic feet of room space.) Place the fan on slow speed and point it toward the ceiling.
 - 3) Start the sampling pumps and sample for the required time or volume.
 - 4) Turn off the pump and then the fan(s) when sampling is complete.
 - 6. For post-abatement monitoring, area samples shall conform to the following schedule:

NUMBER OF SAMPLES PER WORK AREA	AREA SAMPLES FOR ANALYSIS BY	MINIMUM VOLUME	FLOW RATE
5 Inside, 5 Outside, 3 Blank	PCM	1250 Liters	5 to 15 l/min.
5 Inside, 5 Outside, 3 Blank	TEM (if required)	1250 Liters	5 to 15 l/min.

In addition to the five sample minimum, one representative sample shall be collected for every 5,000 square feet above 25,000 square feet of floor space. The TEM (if required) and PCM Air Samples shall be taken at the same times.

7. Each homogeneous work area which does not meet the clearance criteria shall be thoroughly re-cleaned using wet methods, with the negative pressure ventilation system in operation. New samples shall be collected in the work area as described above. The process shall be repeated until the work site passes the test. Re-cleaning is the responsibility of the contractor and will not be considered for reimbursement.
8. For an asbestos project with more than one homogeneous work area, the release criterion shall be applied to each work area.
9. Preparation and analysis of area samples by PCM shall be by NIOSH Method 7400.
10. (If required) Preparation and analysis of area samples by TEM shall be done by the analysis method set forth in AHERA Regulation 40 CFR Part 763.
11. Clearance and/or Re-occupancy Criteria
 - a. The clearance criteria shall be applied to each homogeneous work area independently.
 - b. For PCM analysis, the clearance level of any work area shall be less than 0.01 f/cc, or the background level, whichever is greater.
 - c. For TEM analysis, the clearance criteria is the average concentration of asbestos on the five Work Area Samples does not exceed the filter background level of 70 structures per square millimeter of filter area.
12. If the first round of post-abatement PCM clearance air samples fail to reach clearance level criteria, the Contractor shall be responsible for the cost of any additional testing and analysis that is necessary.

3.12 PERSONAL AIR MONITORING

- A. The Contractor shall be responsible for conducting personal air monitoring sampling in accordance with applicable rules and regulations.
- B. In addition to the requirements of OSHA 1926.1101, the Contractor shall be required to perform personal air monitoring during every work shift in each work area during which abatement activities occur in order to verify that appropriate respirator protection is being utilized.
- C. Results of the monitoring shall be returned to the site, at least verbally, and posted no later than 24 hours following the time the sample was collected. Written results shall be returned to the site and posted no more than five days after the monitoring was performed.
- D. Personal air samples shall be analyzed by an independent laboratory which holds certification by the New York State Department of Health's Environmental Laboratory Approval Program (ELAP). The Architect/Engineer must approve the laboratory the Contractor intends to use.

PART 4 ASBESTOS MATERIAL AND WASTE DISPOSAL

4.1 APPLICABLE REGULATIONS

- A. All asbestos waste shall be stored, transported and disposed of per, but not limited to, the following Regulations:
NYS DEC 6 NYCRR Part 360 and 364

USEPA NESHAPS 40 CFR 61.152 and 156
USEPA ASBESTOS WASTE MANAGEMENT GUIDANCE EPA/530-SW-85-007

4.2 TRANSPORTER AND DISPOSAL SITE

- A. The Contractor shall give 24 hour notification prior to removing any waste from the site. No waste may be taken from the site without authorization from the Owner's Representative.
- B. The Contractor shall have the Transporter give the date and time of arrival at the disposal site.
- C. Upon arrival at the removal site, the Transporter must possess and present to the Owner's Representative a valid New York State Department of Environmental Conservation 6 NYCRR Part 364 asbestos hauler's permit. The Owner's Representative may verify the authenticity of the hauler's permit with the proper authority.
- D. The Transporter, with the Contractor and the Owner's Representative, shall inspect all material in the transport container prior to taking possession and signing the Asbestos Waste Disposal Document.

4.3 WASTE STORAGE CONTAINER

- A. All waste storage containers shall be fully enclosed and lockable (i.e., enclosed dumpster, 40' trailer, etc.). **NO OPEN CONTAINERS WILL BE ALLOWED** (i.e., open dumpster with canvas cover, etc.).
- B. The container shall be plasticized and sealed with a minimum of one (1) layer of 6 mil. polyethylene on the sides and two (2) layers of 6 mil. polyethylene on the floor.
- C. The container shall be labeled with EPA Danger signage:

DANGER

CONTAINS ASBESTOS FIBERS

AVOID CREATING DUST

CANCER AND LUNG DISEASE HAZARD

- D. The NYS DEC Hauler's Permit number shall be on both sides and back of the container.
- E. The container will not be permitted to leave the site without the proper signage.

4.4 WASTE DISPOSAL DOCUMENT

- A. An Asbestos Waste Disposal Document shall be provided by the Contractor.
- B. The Document shall be completed by the Contractor and verified by the Engineer/Architect that all the information and amounts are accurate and the proper signatures are in place.
- C. The Document shall have the signatures of the Transporter and the Owner prior to any waste being removed from the site. A copy of the completed Disposal Document shall be retained by the Owner/Engineer and remain on site for inspection.
- D. Upon arrival at the Disposal Facility, the Disposal Document shall be signed by the Disposal Facility Owner or operator to certify receipt of asbestos containing materials covered by the Disposal Document.

- E. The Disposal Facility Owner or operator shall return the Document and dump ticket/weight ticket to the Owner Engineer.
- F. Copies of the completed Disposal Document are to be sent by the Disposal Facility Owner or operator to the Owner, the Engineer and the Contractor.

END OF SECTION 02001

EXCEPT FOR THE FOLLOWING ACM MATERIAL QUANTITIES SHEET

C.T. MALE ASSOCIATES, P.C.

50 Century Hill Drive

Latham, NY 12110

(518) 786-7400

ACM MATERIAL QUANTITIES

Proj. No.: 00.6630

Date: 3/15/2002

Project: Risedorph Tannery - Building Demolition

LOCATION \ MATERIAL	UNIT	QTY
Building "A"		
Boiler Area		
Boiler Insulation	Sq.Ft.	600
Tank Insulation	Sq.Ft.	650
Pipe and Fitting Insulation	Ln.Ft	250
Insulation Debris	Ln.Ft	200
Cement Board Siding	Sq.Ft.	3,200
Open Space		
9"x9" Floor Tile and Mastic	Sq.Ft.	100
Pipe and Fitting Insulation	Ln.Ft	460
Insulation Debris	Ln.Ft	200
Exterior		
Roof and Flashing Materials	Sq.Ft.	12,000
Building "B"		
2nd Floor		
Pipe and Fitting Insulation	Ln.Ft	30
Cementitious Floor Material	Sq.Ft.	2,100
Exterior		
Cement Board Siding	Sq.Ft.	4,800

SECTION 02060

BUILDING DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of buildings, building foundations and structures.
 - 2. Disconnecting, capping or sealing, and abandoning building utilities in place.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Summary of Work and Contract Time" for demolition schedule requirements.
 - 2. Division 1 Section "Temporary Facilities" for temporary utilities, temporary construction and support facilities, temporary security and protection facilities, and environmental protection measures for demolition operations.
 - 3. Division 1 Section "Project Closeout" for record document requirements.

1.3 DEFINITIONS

- A. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the City of Gloversville property.

1.4 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, or otherwise indicated to remain the City of Gloversville property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition the Contractor's responsibility.

1.5 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections, for Engineer review and approval, unless otherwise indicated.
- B. Proposed dust-control measures.
- C. Proposed noise-control measures.
- D. OSHA required worker protection for lead.

- E. Schedule of demolition activities indicating the following:
 - 1. Detailed sequence of demolition and removal work, with starting and ending dates for each activity.
 - 2. Dates for shutoff, capping, and continuation of utility services.
- F. Photographs or videotape, sufficiently detailed, of existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by demolition operations.
- G. Record drawings at Project closeout according to Division 1 Section "Project Closeout."
 - 1. Identify and accurately locate capped utilities and other subsurface structural, electrical, or mechanical conditions.
- H. Landfill records for record purposes indicating receipt and acceptance of demolition or other wastes by a landfill or other facility licensed/permitted to accept the waste being delivered.

1.6 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: Engage an experienced firm that has successfully completed demolition Work similar to that indicated for this Project.
- B. Regulatory Requirements: Comply with governing EPA or other agency notification regulations before starting demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Pre-demolition Conference: Conduct conference at Project site to comply with pre-installation conference requirements of Division 1 Section "Project Meetings."

1.7 PROJECT CONDITIONS

- A. Buildings to be demolished will be vacated and their use discontinued before start of Work.
- B. Owner assumes no responsibility for actual condition of buildings to be demolished.
- C. Asbestos: Asbestos is present in the building(s) or structure(s) to be demolished. The presence of asbestos is discussed in Section 02001 as part of these Contract Documents.
 - 1. Asbestos abatement is specified elsewhere in the Contract Documents.
 - 2. Do not disturb asbestos or any material suspected of containing asbestos except under the procedures specified elsewhere in the Contract Documents.
- D. Storage or sale of removed items or materials on-site will not be permitted.

1.8 SCHEDULING

- A. Arrange demolition schedule so as not to interfere with Owner's on-site operations.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities (electric, phone, CATV and gas) have been disconnected and capped. Contractor is responsible to disconnect and cap water, sewer and storm drainage piping at main.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of demolition required.
- C. Survey the condition of the building to determine whether removing any element might result in a structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during demolition.
- D. Perform surveys as the Work progresses to detect hazards resulting from demolition activities.

3.2 UTILITY SERVICES

- A. Utility Requirements: Verify, prior to starting any building demolition work, that electric, phone, CATV and gas utilities have been shut off and/or abandonment by others and that it is safe to proceed with the building demolition work.
- B. Maintain existing utilities indicated to remain in service and protect them against damage during demolition operations.
 - 1. Do not interrupt existing utilities serving occupied or operating facilities, except when authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to governing authorities.
 - a. Provide not less than 72 hours' notice to Owner if shutdown of service is required during changeover.
- C. Utility Requirements: Locate, Identify, disconnect, and seal or cap off indicated utility services serving structures to be demolished.
 - 1. Owner will arrange to shut off indicated utilities when requested by the Contractor.
 - 2. Arrange to shut off indicated utilities with utility companies.

3.3 PREPARATION

- A. Drain, purge, or otherwise remove, collect, and dispose of chemicals, fuel oils, gases, explosives, acids, flammables, or other dangerous materials before proceeding with demolition operations.
- B. Employ a certified, licensed exterminator to treat building and to control rodents and vermin before and during demolition operations.
- C. Conduct demolition operations and remove debris 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 governing regulations.
- D. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around demolition area.

1. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
 2. Protect existing site improvements, appurtenances, and landscaping to remain.
 3. A fence (at a minimum, snow fence) around the perimeter of the property shall be erected.
- E. Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of buildings to be demolished and adjacent buildings to remain.
1. Strengthen or add new supports when required during progress of demolition.

3.4 EXPLOSIVES

- A. Explosives: Use of explosives will not be permitted.

3.5 POLLUTION CONTROLS

- A. Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.
1. Do not create hazardous or objectionable conditions, such as ice, flooding, and pollution, when using water.
- B. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
1. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level.
- C. Clean adjacent buildings and improvements of dust, dirt, and debris caused by demolition operations. Return adjacent areas to condition existing before start of demolition.

3.6 DEMOLITION

- A. Building Demolition: Demolish buildings completely and remove from the site all material. Use methods required to complete Work within limitations of governing regulations and as follows:
1. Locate demolition equipment throughout the building and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 2. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
 3. Demolish concrete and masonry in small sections.
 4. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 5. Break up and remove concrete slabs on grade, unless otherwise shown to remain.
- B. Below-Grade Construction: Demolish foundation walls and other below-grade construction, as follows:
1. Below grade construction is not required to be demolished or removed.
- C. Damages: Promptly repair damages to adjacent facilities caused by demolition operations.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off City of Gloversville property and legally dispose of them at a facility permitted to accept the waste being delivered.

END OF SECTION 02060

SECTION 02121

ENVIRONMENTAL PROTECTION

PART 1 - GENERAL

1.1 WORK UNITS

- A. Minimize the potential short-term adverse environmental impacts associated with construction activity in environmentally sensitive areas.

1.2 RELATED WORK

- A. Section 01500 – Construction Facilities and Temporary Controls.
- B. Section 02100 - Site Preparation.

1.3 DEFINITIONS

- A. Critical Environmental Areas: Those areas, conditions, or features which, when disturbed by construction activities, create an adverse environmental impact. These areas include, but are not necessarily limited to, densely wooded areas, wetland areas, stream crossings and steep slopes. Critical environmental areas are shown on the Demolition Plan.

1.4 SUBMITTALS

- A. Contingency action plan for prompt remedial action in the event spillage of petroleum products or other pollutants should occur. Contingency action plan shall be submitted to the Engineer/Architect for approval prior to the start of construction.

1.5 ACCIDENT PREVENTION MEASURES

- A. All preventative measures should be taken to avoid spillage of petroleum products and other pollutants.
- B. Every precaution should be taken to prevent the possibility of accidentally starting fires. Construction programs should include fire prevention planning, training of personnel in fire fighting, and a fire prevention inspection program.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Materials used for maintenance and protection of the environment shall conform to the material requirements set forth in the relevant section of the Project Manual (i.e., riprap, topsoil, seeding, etc.).

PART 3 - EXECUTION

3.1 PERFORMANCE

- A. All construction details outlined herein and shown on the Contract Drawings shall be implemented to insure minimum damage to the environment during construction and for the long term.

- B. All construction details shall meet environmental objectives and constraints specified herein, outlined in permits or directed by the Engineer/Architect and/or Project Arborist to protect the natural resources within the Project Area.
- C. Temporary, permanent, or unspecified alteration of the flow line of any stream or watercourse will be prohibited, unless specifically approved in writing by the Engineer/Architect.
- D. Vegetation adjacent to or outside of access roads or rights-of-way shall not be damaged.
- E. Disposal of spoil material shall not be in any flood plain, wetland, or sensitive environmental area. The Contractor shall advise the Engineer/Architect of proposed spoil disposal sites and provide the Engineer/Architect with a copy of agreement/release form from the landowner.
- F. The Contractor shall be required to protect and preserve existing trees and shrubs in areas designated on the drawings as easements and rights-of-ways. Should any replacement of trees or shrubs be deemed necessary by the Project Engineer/Architect and/or Project Arborist, the number and type shall be shown on the plans.

3.2 CLEARING

- A. Clearing, or any construction work not specifically authorized and permitted within 15 feet of a stream shall be prohibited. The 15-foot limit shall be marked by a snow fence installed by Contractor prior to construction.
- B. Tree trunks and roots, vegetation, and pipeline project debris shall not be disposed of in trenches.
- C. Logistical structures and storage areas shall not be located in critical environmental areas. Where areas must be cleared for storage of materials or temporary structures, provisions shall be made for regulating drainage and controlling erosion.
- D. All abandoned or useless objects including buildings, equipment, supplies, personal property, rubbish, (including those present prior to construction activities) should be removed in the manner prescribed in the relevant portions of the specifications.

3.3 STREAM CROSSINGS

- A. Stream Crossings are prohibited

3.4 EROSION AND SEDIMENTATION CONTROL

- A. The Contractor, shall at the direction of the Engineer/ Architect, use necessary methods to minimize erosion within easements and from access roads, especially in stream or watercourse areas. Right-of-way slopes at surface water crossings and drainage ways shall be protected by sheeting, sandbagging, mulch, or the use of jute excelsior blankets.
- B. Cuts, fills, and other disturbed areas should be seeded or sodded as soon as possible to prevent erosion. If such seedings fail to provide adequate cover, the area will be promptly reseeded.
- C. Water, resulting from dust control operations that will reduce the quality of the water in the stream, shall not be directly discharged.
- D. No other procedures utilizing placement of gravel, stone, or rocks for the purpose of erosion protection, riprap, or like structures shall be used in lieu of seeding or soddings or other horticultural remedies unless, necessary to prevent irreparable injury or damage to the environment arising out of unusually difficult conditions at a specific site where the establishment of protective vegetation is neither possible, nor feasible, and for which injury and damage there is no adequate horticultural remedy. Nor shall such procedures be implemented without the express permission of the Engineer/Architect.

END OF SECTION 02121

SECTION 02831

CHAIN LINK FENCES AND GATES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Fence framework, fabric, and accessories.
- B. Excavation for post bases; concrete foundation for posts and center drop for gates.
- C. Manual gates and related hardware.

1.2 GENERAL DESCRIPTION

- A. 6' high chain link fence.
- B. Fence to have one 15' wide double swing gate.
- C. Line fence post shall be set in 3'-6" deep Sonotube fill with concrete, 4'-0" deep for corner posts.

1.3 QUALITY ASSURANCE

- A. Perform Work in accordance with Chain Link Manufacture's Institute manufacturer's instructions.

1.4 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the products specified in this Section with minimum 3 years experience.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Anvil Fence Co. product or equal.

2.2 STEEL FRAMEWORK FOR FENCES UP TO 7' HIGH

- A. End Posts, Corner Posts and Full Posts:
 - 1. Pipe: 2 inch nominal (2.375 inches actual OD), 3.65 lb per lin. ft. (Schedule 40).
 - 2. Class B Steel Tubing: 2 inch nominal (2.375 inches actual OD), 3.12 lb per lin. ft.: SS-40 fence pipe as manufactured by Allied Tube and Conduit Corp., Harvey, IL.
- B. Line Posts:
 - 1. Pipe: 1½ inch nominal (1.90 inches actual OD), 2.72 lb per lin. ft. (Schedule 40).
 - 2. Class B Steel Tubing: 1½ inch nominal (1.90 inches actual OD), 2.28 lb per lin. ft.: SS-40 fence pipe as manufactured by Allied Tube and conduit Corp., Harvey, IL.

2.3 COMPONENTS

- A. Fabric:
 - 1. One-piece widths for fence heights up to 12'-0".
 - 2. Chain link, No. 9 gage, 2 inch mesh.

- B. Selvages: Top side twisted and barbed; bottom side knuckled.

2.4 MISCELLANEOUS MATERIALS AND ACCESSORIES

- A. Rails
1. Pipe: 1¼ inch nominal (1.660 inches actual OD), 2.27 lb per lin. ft. (Schedule 40).
 2. Class B Steel Tubing: 1¼ inch nominal (1.660 inches actual OD), 1.84 lb per lin. ft.; SS-40 fence pipe as manufactured by Allied Tube and conduit Corp., Harvey, IL, or equal.
- B. Post Tops: Steel, wrought iron, or malleable iron.
- C. Stretcher Bars: One piece equal to full height of fabric, minimum cross-section 3/16 inch x 3/4 inch.
- D. Metal Bands (for stretcher bars): Steel, wrought iron, or malleable iron, to secure stretcher bars to end, corner, pull and gate posts.
- E. Wire Ties:
1. For tying fabric to line posts, rails and braces: 9 gage steel wire.
 2. For tying fabric to tension wire: 11 gage steel hog rings.
- F. Truss Rods: 3/8 inch diameter.
- G. Concrete: Portland Cement concrete having a minimum compressive strength of 2,500 psi at 28 days.
- H. Post Forms: Round sonotube or equal for concrete.

2.5 FINISHES

- A. Steel Framework:
1. Pipe: Galvanized in accordance with ASTM A120, 2.0 oz. zinc per sq. ft.
 2. Class B Steel Tubing: Exterior; 1.0 oz. zinc per sq. ft. plus a coating of chromate and polyurethane. Interior; zinc rich organic coating.
- B. Fabric:
1. Aluminized Finish: ASTM A 491 aluminum coated with 0.40 oz. per sq. ft. The fabric shall be coated with a clear acrylic by full immersion.
- C. Fence and Gate Hardware, Miscellaneous Materials, Accessories:
1. Wire Ties: Galvanized finish, ASTM A 90 1.6 oz. zinc per sq. ft., or aluminized finish, ASTM A 809 0.40 oz. per sq. ft.
 2. Hardware and Other Miscellaneous Items: Galvanized finish, ASTM A 153 (Table 1).
 3. Each gate to have lockable hardware to accept a padlock.
- D. Tension Wire; one of the following:
1. Aluminized Finish: ASTM A 585 Class 2, 0.30 oz. per sq. ft.

PART 3 EXECUTION

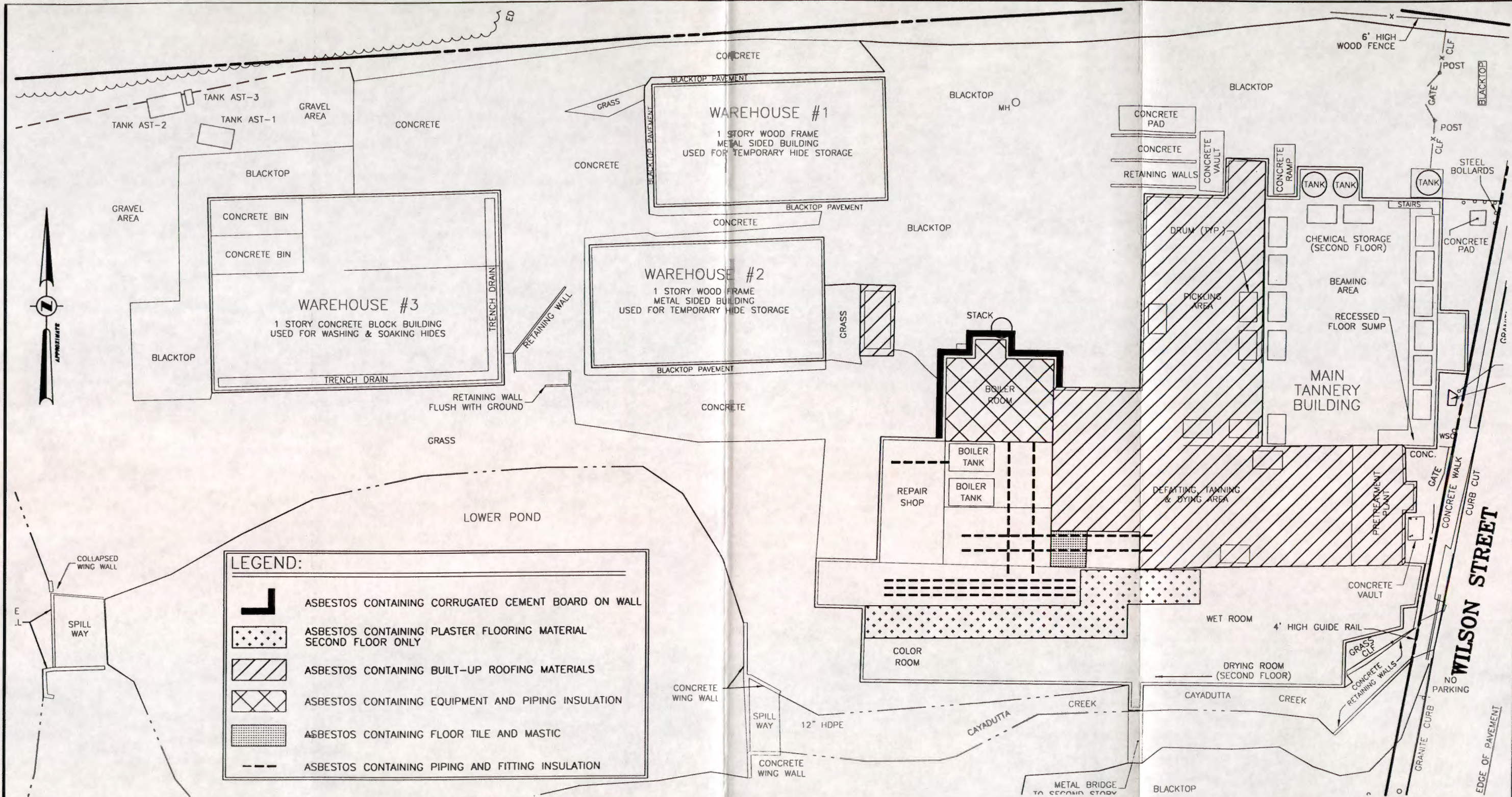
3.1 PREPARATION

- A. Clear and grub along fence line as required to eliminate growth interfering with alignment.
- B. Do not begin installation of fence in areas to be cut until finish grading has been completed.

3.2 INSTALLATION

- A. Space posts equidistant in the fence line with a maximum of 10 feet on center.
- B. Setting Posts in Sonotubes: Drill holes for post footings. If existing grade at the time of installation is below finished grade, provide spiral paper tubes to above grade to contain concrete to finish grade elevation. Set posts in center of hole and fill hole with concrete. Plumb and align posts. Vibrate or tamp concrete for consolidation. Finish concrete in a dome shape above finish grade elevation to shed water. Do not attach fabric to posts until concrete has cured a minimum of 7 days.
- C. Locate corner posts at corners and at changes in direction.
- D. Install top rail continuously through post caps or extension arms, bending to radius for curved runs. Install expansion couplings as recommended by fencing manufacturers.
- E. Attach fabric to security side of fence. Maintain a 2 inch clearance above finished grade except when indicated otherwise. Thread stretcher bars through fabric using one bar for each gate and post and two for each corner and pull post. Pull fabric tight so that the maximum deflection of fabric is 2 inches when a 30 pound pull is exerted perpendicular to the center of a panel. Maintain tension by securing stretcher bars to posts with metal bands spaced 15 inches oc. Fasten fabric to steel framework with wire ties spaced 12 inches oc for line post and 24 inches oc for rails. Bend back wire ends to prevent injury. Tighten stretcher bar bends, wire ties, and other fasteners securely.
- F. Position bolts for securing metal bands and hardware so nuts are located opposite the fabric side of fence. Tighten nuts and cut off excess threads so no more than 1/8 inch is exposed.
 - 1. Secure post tops, extension arms, and caps with one-way cadmium plated steel screws.
- G. Install gates plumb and level and adjust for full opening without interference. Install ground-set items in concrete for anchorage, as recommended by fence manufacturer. Adjust hardware for smooth operation and lubricate where necessary.
- H. Tension Wire: Support bottom edge of fabric with coil spring tension wire. Weave tension wire through fabric or fasten with hog railings spaced 24 inches oc. Tie tension wire to posts with 9 gage wire ties.
- I. Restore disturbed ground areas to original condition. Topsoil and seed to match adjacent areas.

END OF SECTION 02831



NOTE:
THE LOCATIONS AND FEATURES DEPICTED ON THIS MAP ARE APPROXIMATE AND DO NOT REPRESENT AN ACTUAL FIELD SURVEY.

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	3				DRAFTED : JAM
	4				CHECKED : MJS
	5				PROJ. NO : 00.6630
	6				SCALE : 1"=40'±
	7				DATE : MAR. 26, 2002
	8				
	9				

ASBESTOS CONTAINING MATERIALS LOCATION MAP DEPICTED ON PARTIAL SITE PLAN MAP

RISEDORPH TANNERY
130-146 WEST EIGHTH AVENUE

CITY OF GLOVERSVILLE

FULTON COUNTY, NY

C.T. MALE ASSOCIATES, P.C.

50 CENTURY HILL DRIVE, P.O. BOX 727, LATHAM, NY 12110
518.786.7400 • FAX 518.786.7299

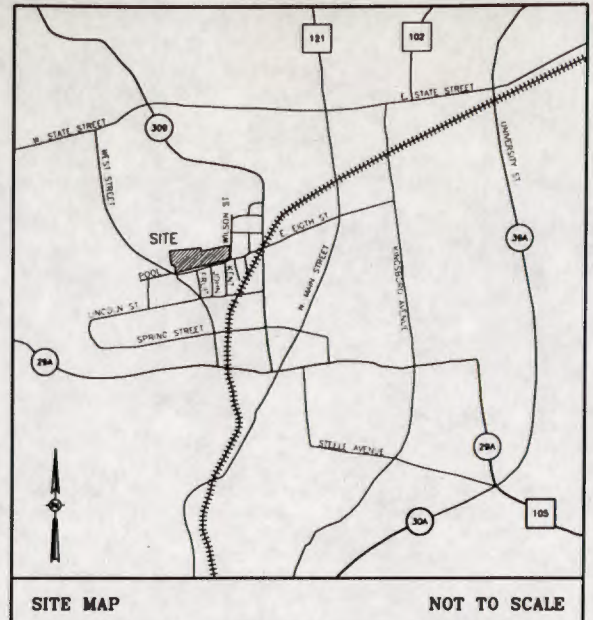
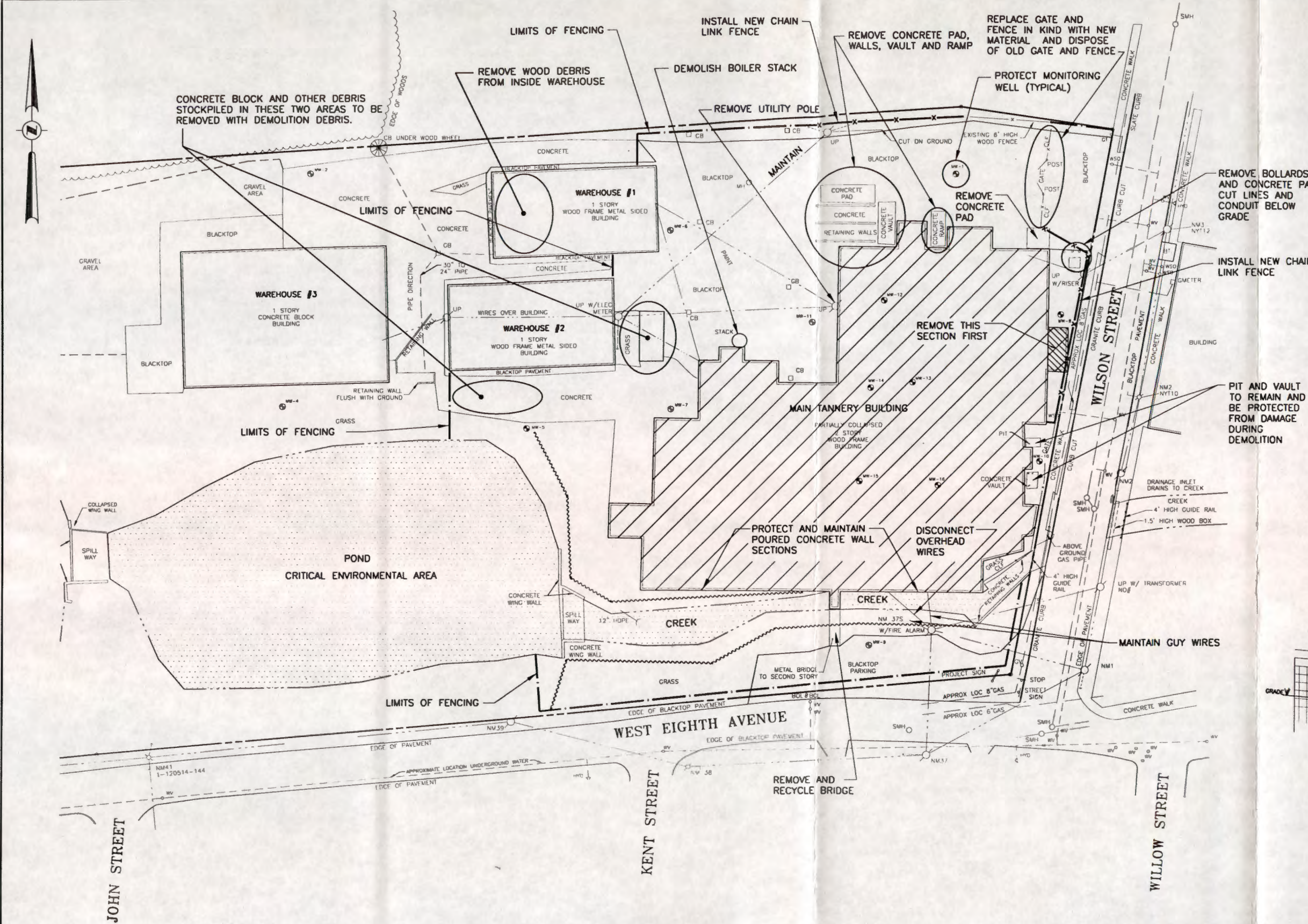
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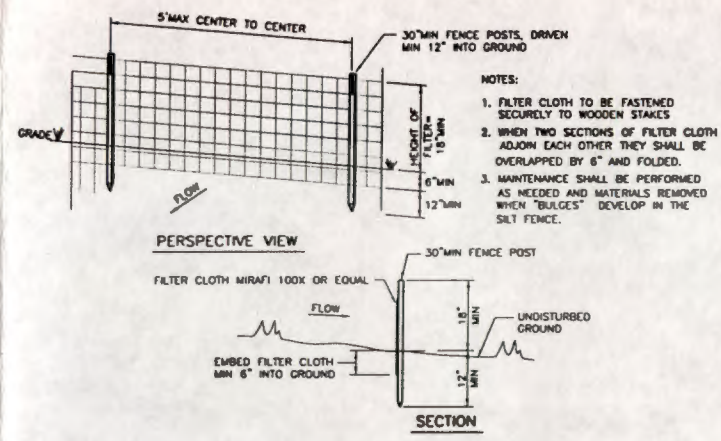
C-2

SHEET 1 OF 1

DWG. NO: 02-183



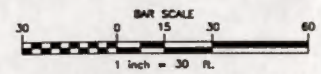
- MAP NOTES:**
1. Install chain link fence along Wilson Street, construction barrier fence and silt fence prior to initiating any demolition work.
 2. All recyclable steel and iron to be salvaged and recycled by demolition contractor.
 3. Brick from boiler stack to be demolished and recycled if possible.
 4. Take all appropriate measures to protect catch basins, pond and stream from receiving debris or runoff from demolition site during demolition activities.



SILT FENCE DETAIL
SCALE: NONE
CROSS REFERENCE: NONE

LEGEND:

<ul style="list-style-type: none"> Monitoring Well Catch Basin (Square) Water Valve Drainage Manhole Iron Pipe Found Iron Rod Found Fire Hydrant Deciduous Tree 	<ul style="list-style-type: none"> Unknown Manhole Sewer Valve Sanitary Manhole Bollard End Section High Density Polyethylene (Pipe) Utility Pole Utility Pole with Light Street Sign 	<ul style="list-style-type: none"> Chain Link Fence Gas Test Gas Meter Chimney Top of Frame Blacktop Pavement Concrete Surface Water Overhead Wires 	<ul style="list-style-type: none"> Area of Concrete Floor Slab to Remain Silt Fence Location Construction Barrier Fence Location (To Remain After Project Completion) Chain Link Fence Location (To Remain After Project Completion) Critical Environmental Areas (Pond and Creek)
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DEMOLITION PLAN

RISEDORPH TANNERY
130-146 WEST EIGHTH AVENUE

CITY OF GLOVERSVILLE FULTON COUNTY, NY

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SHEET 1 OF 1
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