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May 2008

NYSDEC REGION 5
ENVIRONMENTAL QUALITY



Independent Leather Tannery
Remedial Action Project
Creek Retaining Wall Repair

Independent Leather
Environmental Restoration Program
Project (ERP Site #B00158)
City of Gloversville
Fulton County, New York

Prepared for:

CITY OF GLOVERSVILLE
3 Frontage Road
Gloversville, New York 12078



Prepared by:

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C.T. Male Project No: 01.7293

PROJECT MANUAL
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SECTION 00020 - INVITATION TO BID

Sealed Bids will be received at the office of City of Gloversville, City Hall, 3 Frontage Road, Gloversville, New York 12078, until 10:00 AM local time on August 25, 2008, and then at said office publicly opened and read aloud for:

City of Gloversville
Independent Leather Tannery Remedial Action Project
Creek Wall Repair at 321-333 South Main Street, Gloversville, New York

Creek Wall Repair is required by the New York State Department of Environmental Conservation (NYSDEC) in relation to the Independent Leather Site under a NYS Environmental Restoration Program. The work includes removal of existing stone from the ±40 linear foot failed portion of the retaining wall for the Cayadutta Creek that traverses the Independent Leather site and replace it to original construction or with another alternate pre-cast retaining wall system. The work will include excavation of potentially metal impacted soil as necessary for retaining wall installation; temporary on-site storage of excavated material; installation of a cofferdam or other diversionary method in creek to allow for installation; construct a new retaining wall with existing rocks or other pre-cast retaining wall system and tie into the existing wall on both ends; install necessary drainage behind the wall; return the excavated material behind the wall; and install a new one foot thick clean imported soil barrier to contact over disturbed areas; and restore the surface vegetation. The Contractor will be responsible for the transportation and coordination of the metal impacted soil, and payment of any tipping fees required by the disposal facilities, for those soils not placed back into the excavation while maintaining original site grades.

The Work will be substantially completed within seventy-five (75) 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 ninety (90) days after the date when the Contract Times commence to run.

This project is partially funded with State money, but the State is not a party to the awarded contract.

Bids will be received on an itemized unit price basis. Bids should not include sales and compensating use taxes on materials incorporated into the work.

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.

Bid security in the amount of 5% of the Bid must accompany each Bid in accordance with the Instructions to Bidders.

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 July 23, 2008 at C.T. MALE ASSOCIATES, 50 Century Hill Dr., P.O. Box 727, Latham, New York 12110-0727, tel. (518) 786-7400, from 7:45 AM to 4:15 PM Monday through Friday, and during normal business hours at City of Gloversville, City Hall, 3 Frontage Road, Gloversville, New York 12078-2897, Telephone (518) 773-4558. 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; and at F.W. Dodge, 6 Wembley Court, Albany, NY 12205, tel. (518) 869-5374, from 8:30 AM to 5 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 not be a Pre-bid Conference but bidders are encouraged to visit the site and observe the area of failed creek retaining wall.

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.

City of Gloversville 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:
City of Gloversville
Timothy Hughes
Mayor

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 \$50.00

Set of Drawings, per set \$10.00

Project Manual, per book \$40.00

Individual Pages of Manual, per page \$0.15 (\$5.00 min.)

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. Robert Abel, Director of Public Works, City of Gloversville, City Hall, 3 Frontage Road, Gloversville, New York 12078. Phone (518) 773-4558.

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 not be held. The bidders are encouraged to visit the project site at 321-333 South Main Street, Gloversville, New York prior to submitting their bid.

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: Jeffrey A. Marx, 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 Drive, 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 A Bid must be accompanied by Bid security made payable to OWNER in an amount of 5% of Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on the form attached, if a form is prescribed) issued by a surety meeting the requirements of paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of seven days after the Effective Date of the Agreement or 46 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.03 Bid security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be (a) Substantially Completed and (b) 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 *Unit Price*

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.

B. The total of all estimated prices will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid for the item. The final quantities and Contract Price will be determined in accordance with paragraph 11.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

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 at the time and place indicated in the advertisement or invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, 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 Sales Tax Exemption: see Supplementary Conditions - Modifications, Section 00810, paragraph 6.10.B.

22.04 Non-Collusive Bidding Certification: see Bid Form, Section 00300; and Supplementary Conditions - Additional Articles, Section 00820 and Supplementary Conditions - New York State Agency Requirements (Appendix A), Section 00825.

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

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

22.07 Retainage: see Agreement, Section 00500.

22.08 Standard Clauses for New York State Contracts (Appendix A), Section 00825.

22.09 NYSDEC Mandatory Contract Clauses, Section 00827.

END OF SECTION 00100

SECTION 00220 - REPORTS OF EXPLORATIONS

1. **SUBSURFACE EXPLORATION LOGS** (See Pages 00220 - 2 through 3)

END OF SECTION 00220
EXCEPT FOR ABOVE REFERENCED ITEMS WHICH FOLLOW
AND END ON PAGE 00220 - 3

C.T. MALE ASSOCIATES, P.C.

SUBSURFACE EXPLORATION LOG



BORING NO.: MW-6

ELEV.: 93.95'

DATUM: Assumed

START DATE: 4/24/02

FINISH DATE: 4/24/02

SHEET 1 OF 1

PROJECT: Independent Leather Tannery

CTM PROJECT NO.: 01.7293

LOCATION: 321-333 South Main Street, Gloversville, NY

CTM OBSERVER: J. Cross

DEPTH (FT.)	SAMPLE		BLOWS ON SAMPLER						RECOVERY	SAMPLE CLASSIFICATION	NOTES
	TYPE	NO.	0/6	6/12	12/18	18/24	N				
5		S-1	1	3						FILL: Brown f SAND, Some Silt, trace gravel (Damp, Loose) Becomes Brown f SAND, Some to little Silt (Moist, Loose) At 4' Becomes Yellow-Brown f SAND, Some Silt (Moist, Loose) At 8' Becomes Brown f SAND, Some Silt (Wet at 6.5' ±) 8'	
		S-2	3	3	7	3	10	0.8			
					3	3	6	1.5			
		S-3	1	1							
					1	1	2	1.2			
10		S-4	3	1						At 8' Becomes Brown f SAND, Some Silt (Wet at 6.5' ±) 8'	
					1	3	2	1.6			
		S-5	7	21							
					27	12	48	0.9			
15		S-6	40	72						TILL: Brown f to c SAND and GRAVEL, little silt (Wet, Compact) 11.5'	
					23	21	95	0.8			
		S-7	31	34							
					51	62	85	0.7			
		S-8	23	30							
20					35	40	65	1.7		Boring Terminated at 16'	
25										Installed a 2" diameter PVC monitoring well at a depth of 14'. See Monitor Well Construction Log for details.	
30											

N = NO. OF BLOWS TO DRIVE 2" SAMPLER 12" WITH A 140 LB. WT. FALLING 30" PER BLOW

DRILLING CONTRACTOR: Env. Drilling NY, Inc.

DRILL RIG TYPE: Truck Mounted CME-55

METHOD OF INVESTIGATION: 4.25" Hollow Stem Augers with 2" x 2" Split Spoon

GROUNDWATER LEVEL
READINGS

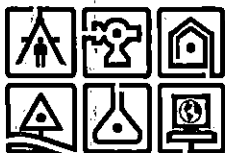
DATE	LEVEL	CASING	STABILIZATION TIME

THE SUBSURFACE INFORMATION SHOWN HEREON WAS OBTAINED FOR C.T. MALE DESIGN PURPOSES. IT IS MADE AVAILABLE TO AUTHORIZED USERS ONLY THAT THEY MAY HAVE ACCESS TO THE SAME INFORMATION AVAILABLE TO C.T. MALE. IT IS PRESENTED IN GOOD FAITH, BUT IS NOT INTENDED AS A SUBSTITUTE FOR INVESTIGATIONS, INTERPRETATION OR JUDGMENT OF SUCH AUTHORIZED USERS.

SAMPLE CLASSIFICATION BY:
J. Cross

C.T. MALE ASSOCIATES, P.C.

SUBSURFACE EXPLORATION LOG



BORING NO.: MW-12

ELEV.: 90.61

DATUM: Assumed

START DATE: 4/24/02

FINISH DATE: 4/24/02

SHEET 1 OF 1

PROJECT: Independent Leather Tannery

CTM PROJECT NO.: 01.7293

LOCATION: 321-333 South Main Street, Gloversville, NY

CTM OBSERVER: J. Cross

DEPTH (FT.)	SAMPLE		BLOWS ON SAMPLER						RECOVERY	SAMPLE CLASSIFICATION	NOTES
	TYPE	NO.	0/6	6/12	12/18	18/24	N				
5		S-1	6	6						FILL: Brown & black f to m SAND, little silt, trace gravel (Damp, Firm to Loose) Becomes brown f SAND, Some to little Silt At 5' Becomes Rust brown to olive f SAND, Some Silt (Damp to Wet, Loose) Olive-Brown f SAND and SILT, little gravel (Wet, Firm) 6'	Piece of coal noted in S-2 S-3 initial recovery of 0.1', repounded spoon to obtain sample Wet at 5.5' ± Roots noted
		S-2	1	1							
		S-3	2	1							
		S-4	4	13							
		S-5	13	18							
10					2	1	3	0.6			
					8	10	21	0.4			
		S-5	13	18							9'
15		S-6	21	28						TILL: Gray-brown SILT, Some embedded f to c Sand, little gravel (Moist, Very Compact) Becomes Gray	
					43	49	61	1.6			
		S-7	67	100/4							
					-	-	-	0.3			
		S-8	47	107							
20					100/3	-	-	1.0		Boring Terminated at 15.3' (Refusal) Installed a 2" diameter PVC monitoring well at a depth of 14'. See Monitor Well Construction Log for details.	
25											
30											

N = NO. OF BLOWS TO DRIVE 2" SAMPLER 12" WITH A 140 LB. WT. FALLING 30" PER BLOW

DRILLING CONTRACTOR: Env. Drilling NY, Inc.

DRILL RIG TYPE: Truck Mounted CME-55

METHOD OF INVESTIGATION: 4.25" Hollow Stem Augers with 2" x 2' Split Spoon

GROUNDWATER LEVEL
READINGS

DATE | LEVEL | CASING | STABILIZATION TIME

THE SUBSURFACE INFORMATION SHOWN HEREON WAS OBTAINED FOR C.T. MALE DESIGN PURPOSES. IT IS MADE AVAILABLE TO AUTHORIZED USERS ONLY THAT THEY MAY HAVE ACCESS TO THE SAME INFORMATION AVAILABLE TO C.T. MALE. IT IS PRESENTED IN GOOD FAITH, BUT IS NOT INTENDED AS A SUBSTITUTE FOR INVESTIGATIONS, INTERPRETATION OR JUDGMENT OF SUCH AUTHORIZED USERS.

SAMPLE CLASSIFICATION BY:
J. Cross

SECTION 00300n - NOTICE TO BIDDERS - BID FORMS

The complete Bid Forms are stapled together and inserted in the pocket which follows this page. These Bid Forms are to be completely filled in and submitted as the Formal Bid. The bound Project Manual book should not be submitted with the Bid Forms but should be returned to C.T. Male Associates, P.C. as described in the Invitation to Bid.

After Bid Opening and Contract Award, a copy of the successful Bidder's complete Bid Forms will be bound in this Project Manual immediately following this page.

END OF SECTION 00300n

SECTION 00300 - BID FORM

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

FOR: Creek Wall Repair at 321-333 South Main Street, Gloversville, New York
Independent Leather Tannery Remedial Action Project

TO: CITY OF GLOVERSVILLE
City Hall
3 Frontage Road
Gloversville, New York 12078-2897

FROM: Stephen Miller General Contractors, Inc.
(Name of Bidder)

8/25/08
(Date Bid Submitted)

1.01 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.

2.01 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.

3.01 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>
_____	_____
_____	_____
_____	_____

- 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 4.06 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.

4.01 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.

4.02 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.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID SCHEDULE

PROJECT: **INDEPENDENT LEATHER CREEK WALL REPAIR**
321-333 SOUTH MAIN STREET, GLOVERSVILLE, NEW YORK

Refer to Section 01025 - Measurement and Payment for scope of pay items.
Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

Pay Item No.	Pay Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	<u>Base Bid:</u>				
1	Mobilization and Demobilization: submittals, equipment delivery and general start-up tasks	1	LS	5,000.00	5,000.00
2	Prepare and provide a site specific Health and Safety Plan prepared by CIH or CSP	1	LS	1,500.00	1,500.00
3	Site preparation including installation of cofferdam, removing water from work area, securing work area with orange fence, and excavating to the depth necessary for installation of retaining wall base	1	LS	8,000.00	8,000.00
4	Removal of existing stone wall and temporarily stage in a location designated by the Engineer, use stone as necessary for new retaining wall, and leave excess on-site	1	LS	1,000.00	1,000.00
5	Decontaminate of construction equipment that comes into contact with site soils prior to removal from the site	1	LS	150.00	150.00
6	Coordinate, load, transport and dispose excess non-hazardous contaminated soil at Fulton County Landfill that is not placed back in the excavation (characterization sampling to be performed by the Engineer)	100	TON	34.68	3,468.00
7	Supply and place 8" imported clean fill and 4" imported clean topsoil that originated from areas not having supported any known prior historical industrial, commercial development, or agricultural use	1	LS	2,000.00	2,000.00
8	Apply hydroseed to disturbed soil areas and protect until establishment of vegetative cover acceptable to the Engineer	1	LS	600.00	600.00

Pay Item No.	Pay Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	<u>Add Alternate No. 1: Replace In-kind Masonry Wall</u>				
9	Provide and install a replacement in-kind masonry wall inclusive of a concrete leveling pad, drainage piping, using new and existing stones, connection to the existing stone wall, #1 and #2 crushed stone, and backfill existing soils. See Sheet C2.	1	LS		
	<u>Add Alternate No. 2: Provide and Install New Redi-Rock 41" Series Block Wall</u>				
10	Provide and install a new Redi-Rock 41" series block wall inclusive of a concrete leveling pad, drainage, connection to existing stone wall, #1 and #2 crushed stone, and backfill with existing soils. See Sheet C3.	1	LS	15,000.00	15,000.00
Total Base Bid					21,718.00
Total Base Bid with Add Alternate No. 1					—
Total Base Bid with Add Alternate No. 2					36,718.00

6.01 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.

6.02 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.

7.01 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. Non-Collusive Bidding Certification.

E. Performance Bond Information Form.

8.01 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.

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

SUBMITTED on 8/25, 20 08.

EMPLOYER's Tax ID No. 14-1537584

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.: _____

C.T. MALE ASSOCIATES, P.C.
CTMSpec

INDEPENDENT LEATHER
CRÉEK WALL REPAIR

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: Stephen Miller General Contractors, Inc. (SEAL)

State of Incorporation: New York

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

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

Name (typed or printed): Stephen Miller

Title: President

Attest Stephen Miller
(Signature of Corporate Secretary)

(CORPORATE SEAL)

Business address: POB 291, Mayfield, NY 12117

Phone No.: (518) 661-5601 FAX No.: (518) 661-6264

Date of Qualification to do business is August, 1971

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

ATTACH TO PAGE 00410-1

STEP8-7-8-4

(Guide 19 - Attachment 4)

BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Stephen Miller General Contractors
Inc. as Principal, and

Liberty Mutual Insurance Company as Surety, are hereby

held and firmly bound unto City of Gloversville as OWNER

in the penal sum of Five Percent of the Amount Bid

for the payment of which, well and truly to be made, we hereby jointly and
severally bind ourselves, successors and assigns.

Signed, this 7th day of August, 2008

The Condition of the above obligation is such that whereas the Principal

has submitted to City of Gloversville a certain

BID, attached hereto and hereby made a part hereof to enter into a contract in

writing, for the Independent Leather Creek Wall Repair Project

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

(1-15-79) SPECIAL PN

C.T. MALE ASSOCIATES, P.C.
CTMSpec

INDEPENDENT LEATHER
CREEK WALL REPAIR

(Guide 19 - Attachment 4) (Page 2)

FmHA Instruction 1942-A

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

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

Stephen Miller General Contractors, Inc.

By: Stephen Miller (L.S.)
Principal
Stephen G. Miller, President

Liberty Mutual Insurance Company
Surety

By: Renee A. Manny
Renee A. Manny, Attorney-in-fact

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

END OF FORM

MAY 2008

00410a - 2 attach to 00410 - 1

01.7293

STATE OF NEW YORK)
COUNTY OF RENSSELAER)

Bond No. STEP8-7-8-4

C On this 7th day of August, 2008 before me personally came
O STEPHEN G. MILLER to me known, being sworn
R by me, did depose and say that he/she resides in GLOVERSVILLE, NY
P that he/she is the PRESIDENT of STEPHEN MILLER GENERAL CONTRACTORS, INC.
O the corporation described in and which
R executed the above instrument; that he/she knows the said seal of such
A corporation; that the seal affixed to said instrument is such corporate
T seal; and that it was so affixed by the order of the Board of Directors of
I said corporation, and that he/she signed his/her name thereto by like order.
O
N Sworn to and acknowledged on the above date, _____

KEVIN J. GARRITY
Notary Public, State of New York
No. 01GA4929025
Qualified in Albany County
Commission Expires April 25, 2012

STATE OF NEW YORK)
COUNTY OF RENSSELAER)

S On this 7th day of August, 2008 before me personally came
U RENEE A. MANNY to me known who resides in RENSSELAER, NY
R and duly sworn and says that he/she is the Attorney-in-fact of
E the LIBERTY MUTUAL INSURANCE COMPANY
T and knows the corporate seal and that it was affixed thereto by order of the
Y Board of Directors by Power of Attorney of said Company; of which a certified
copy is attached; and that he/she signed said instrument as an Attorney-in-
Fact of said Company by like authority.

Sworn to and acknowledged on the above date, _____

KEVIN J. GARRITY
Notary Public, State of New York
No. 01GA4929025
Qualified in Albany County
Commission Expires April 25, 2012

I STATE OF NEW YORK)
N COUNTY OF _____)
D
I
V
I
D
U
A
L

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

Sworn to and acknowledged on the above date, _____

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **KEVIN J. GARRITY, RENEE A. MANNY, STEPHEN J. DONNELLY, BONNIE J. SAAR, JOHANNA FREDENBERG, ANN HUGHES, RACHEL TAYLOR, LORI A. FRANCETT, ALL OF THE CITY OF EAST GREENBUSH, STATE OF NEW YORK**

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **TWENTY FIVE MILLION AND 00/100** DOLLARS (\$ **25,000,000.00**) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 9th day of June, 2008.

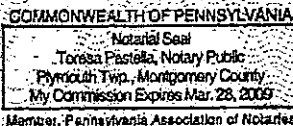
LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss.
COUNTY OF MONTGOMERY

On this 9th day of June, 2008, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 7th day of August, 2008.



By David M. Carey
David M. Carey, Assistant Secretary

To confirm the validity of this Power of Attorney call
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

ASSETS

	Current Year			Prior Year
	1	2	3	4
	Assets	Nonadmitted Assets	Net Admitted Assets (Cols. 1 - 2)	Net Admitted Assets
1. Bonds (Schedule D)	15,325,083,671		15,325,083,671	14,335,766,460
2. Stocks (Schedule D):				
2.1 Preferred stocks	322,986,839		322,986,839	234,308,916
2.2 Common stocks	7,648,869,947	771,819,000	7,377,050,947	5,069,045,324
3. Mortgage loans on real estate (Schedule B):				
3.1 First liens	429,255,101		429,255,101	249,560,880
3.2 Other than first liens				
4. Real estate (Schedule A):				
4.1 Properties occupied by the company (less \$ 0 encumbrances)	418,581,083		418,581,083	326,163,102
4.2 Properties held for the production of income (less \$ 0 encumbrances)	1,069,882		1,069,882	1,111,445
4.3 Properties held for sale (less \$ 0 encumbrances)				
5. Cash (\$ 212,635,233, Schedule E-Part 1), cash equivalents (\$ 82,190,216, Schedule E-Part 2) and short-term investments (\$ 523,294,376, Schedule DA)	828,119,827		828,119,827	1,207,665,883
6. Contract loans (including \$ 0 premium notes)	4,644,249,806	1,597,635	4,642,652,171	3,447,295,251
7. Other invested assets (Schedule BA)	13,535,760		13,535,760	41,352,591
8. Receivables for securities				
9. Aggregate write-ins for invested assets				
10. Subtotals, cash and invested assets (Lines 1 to 9)	29,641,731,916	273,416,635	29,368,315,281	24,912,331,852
11. Title plants less \$ 0 charged off (for Title insurers only)	175,281,336		175,281,336	180,971,988
12. Investment income due and accrued				
13. Premiums and considerations:				
13.1 Uncollected premiums and agents' balances in the course of collection	963,823,216	35,685,825	928,137,391	703,119,102
13.2 Deferred premiums, agents' balances and installments booked but deferred and not yet due (including \$ 34,554, earned but un billed premiums)	1,638,538,797	3,827	1,638,534,970	1,462,229,358
13.3 Accrued retrospective premiums	436,736,647	51,047,015	385,689,632	462,717,401
14. Reinsurance:				
14.1 Amounts recoverable from reinsurers	685,885,885		685,885,885	740,190,011
14.2 Funds held by or deposited with reinsured companies	28,022,671		28,022,671	78,959,530
14.3 Other amounts receivable under reinsurance contracts				
15. Amounts receivable relating to uninsured plans	2,597,574	2,437,580	159,994	
16.1 Current federal and foreign income tax recoverable and interest thereon	18,948,080		18,948,080	13,749,786
16.2 Net deferred tax asset	900,020,000	269,859,863	630,160,137	555,086,006
17. Guaranty funds receivable or on deposit	29,552,458		29,552,458	32,691,812
18. Electronic data processing equipment and software	263,119,215	213,712,586	49,406,629	42,760,804
19. Furniture and equipment, including health care delivery assets (\$ 0)	98,104,898	98,104,898		
20. Net adjustment in assets and liabilities due to foreign exchange rates				
21. Receivables from parent, subsidiaries and affiliates	238,266,862		238,266,862	215,622,572
22. Health care (\$ 0) and other amounts receivable				
23. Aggregate write-ins for other than invested assets	633,225,209	82,381,943	550,843,266	511,661,867
24. Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 10 to 23)	35,855,854,744	1,026,650,172	34,829,204,572	29,920,012,089
25. From Separate Accounts, Segregated Accounts and Protected Cell Accounts				
26. Total (Lines 24 and 25)	35,855,854,744	1,026,650,172	34,829,204,572	29,920,012,089

DETAILS OF WRITE-INS				
0901.				
0902.				
0903.				
0998. Summary of remaining write-ins for Line 09 from overflow page				
0999. Totals (Lines 0901 through 0903 plus 0998) (Line 09 above)				
2301. Other assets	212,369,467	72,186,660	140,182,807	164,433,785
2302. Cash surrender value life insurance	204,675,883		204,675,883	182,038,957
2303. Equities and deposits in pools and associations	32,235,326		32,235,326	20,497,883
2398. Summary of remaining write-ins for Line 23 from overflow page	183,944,833	10,195,283	173,749,550	164,691,242
2399. Totals (Lines 2301 through 2303 plus 2398) (Line 23 above)	633,225,209	82,381,943	550,843,266	511,661,867

LIABILITIES, SURPLUS AND OTHER FUNDS		1 Current Year	2 Prior Year
1. Losses (Part 2A, Line 34, Column 8)		12,594,762,751	10,169,452,164
2. Reinsurance payable on paid losses and loss adjustment expenses (Schedule F, Part 1, Column 5)		106,915,231	108,972,670
3. Loss adjustment expenses (Part 2A, Line 34, Column 9)		2,572,655,245	2,084,590,736
4. Commissions payable, contingent commissions and other similar charges		134,968,819	130,587,209
5. Other expenses (excluding taxes, licenses and fees)		414,445,861	355,278,576
6. Taxes, licenses and fees (excluding federal and foreign income taxes)		250,690,818	208,364,692
7.1 Current federal and foreign income taxes (including \$ 0 on realized capital gains (losses))			
7.2 Net deferred tax liability			
8. Borrowed money \$ 949,875 and interest thereon \$ 565,850		1,515,726	1,305,151
9. Unearned premiums (Part 1A, Line 37, Column 5) (after deducting unearned premiums for ceded reinsurance of \$ 1,937,007,225 and including warranty reserves of \$ 0)		3,678,689,493	3,114,705,894
10. Advance premium		39,998,380	22,746,128
11. Dividends declared and unpaid:			
11.1 Stockholders			
11.2 Policyholders		12,802,684	3,999,699
12. Ceded reinsurance premiums payable (net of ceding commissions)		851,675,481	819,145,981
13. Funds held by company under reinsurance treaties (Schedule F, Part 3, Column 19)		1,878,182,260	1,866,405,417
14. Amounts withheld or retained by company for account of others		624,437,219	615,561,207
15. Remittances and items not allocated			
16. Provision for reinsurance (Schedule F, Part 7)		116,580,664	120,072,864
17. Net adjustments in assets and liabilities due to foreign exchange rates			
18. Drafts outstanding		266,756,848	274,794,753
19. Payable to parent, subsidiaries and affiliates		81,311,436	159,008,230
20. Payable for securities		31,683,585	278,480,820
21. Liability for amounts held under uninsured plans			
22. Capital notes \$ 0 and interest thereon \$ 0			
23. Aggregate write-ins for liabilities		679,769,042	369,600,531
24. Total liabilities excluding protected cell liabilities (Lines 1 through 23)		23,005,904,618	19,957,883,060
25. Protected cell liabilities			
26. Total liabilities (Lines 24 and 25)		23,005,904,618	19,957,883,060
27. Aggregate write-ins for special surplus funds		948,875,402	811,135,623
28. Common capital stock		10,000,000	10,000,000
29. Preferred capital stock			
30. Aggregate write-ins for other than special surplus funds		1,250,000	1,250,000
31. Surplus notes		891,966,161	1,013,209,431
32. Gross paid in and contributed surplus		4,348,951,176	3,148,160,105
33. Unassigned funds (surplus)		5,622,257,215	4,968,373,870
34. Less treasury stock, at cost:			
34.1 0 shares common (value included in Line 28 \$ 0)			
34.2 0 shares preferred (value included in Line 29 \$ 0)			
35. Surplus as regards policyholders (Lines 27 to 33, less 34) (Page 4, Line 39)		11,823,299,954	9,952,129,029
36. TOTALS (Page 2, Line 26, Col. 3)		34,829,204,572	29,920,012,089

DETAILS OF WRITE-INS			
2301. Other liabilities		228,177,879	180,862,751
2302. Retroactive reinsurance reserve - ceded		(1,731,268,039)	(1,526,795,171)
2303. Amounts held under uninsured plans		566,100,759	485,811,161
2308. Summary of remaining write-ins for Line 23 from overflow page		257,220,358	490,520,728
2399. Totals (Lines 2301 through 2303 plus 2308) (Line 23 above)		(679,769,042)	(369,600,531)
2701. Special surplus from retroactive reinsurance		948,875,402	811,135,623
2702.			
2703.			
2798. Summary of remaining write-ins for Line 27 from overflow page			
2799. Totals (Lines 2701 through 2703 plus 2798) (Line 27 above)		948,875,402	811,135,623
3001. Guaranty funds		1,250,000	1,250,000
3002.			
3003.			
3098. Summary of remaining write-ins for Line 30 from overflow page			
3099. Totals (Lines 3001 through 3003 plus 3098) (Line 30 above)		1,250,000	1,250,000

State of, Massachusetts

County of, Suffolk

The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, and are clear from any form of claim or charge, except as herein stated, and that this statement, together with related exhibits, schedules and explanations therein contained, believed or referred to, is a true and true statement of all the assets and liabilities and of the condition and status of the said reporting entity as of the reporting period stated above, and of its income and deductions therefrom for the period ended, and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except to the extent that (1) state law may differ or (2) that state rules or regulations require differences in reporting not related to accounting practices and procedures, according to the best of their information, knowledge and belief, respectively. Furthermore, the scope of this attestation by the described officers also includes the related corresponding electronic filing with the NAIC, when required, that is an exact copy (except for formatting differences due to electronic filing) of the enclosed statement. The electronic filing may be requested by various regulators in that state in accordance with the enclosed statement.

Edward F. Kelly
(Signature)
Edward F. Kelly
(Printed Name)

Chairman of the Board President & CEO
(Title)

Dexter R. Kelly
(Signature)
Dexter R. Kelly
(Printed Name)

Vice President & Secretary
(Title)

Laurence Henry Spivey
(Signature)
Laurence Henry Spivey
(Printed Name)

Senior Vice President & Treasurer
(Title)

Subscribed and sworn to before me this
22nd day of January, 2008

Anna Kullen

a. Is this an original filing? YES (X) NO []
b. If not:
1. State the amendment number
2. Date filed
3. Number of pages attached

C.T. MALE ASSOCIATES, P.C.
CTMSpec

INDEPENDENT LEATHER
CREEK WALL REPAIR

SECTION 00410 - BID SECURITY

Attach bid security here.

END OF SECTION 00410

SECTION 00420 - BIDDER'S QUALIFICATION STATEMENT

The undersigned Bidder guarantees the accuracy of all statements made herein. Please print in ink or type in the spaces provided. Attach additional sheets if necessary.

This statement of Bidder's qualifications is required of all Bidders as part of their Bid and is in partial fulfillment of requirements in Article 3 of the Instructions to Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid Opening in accordance with Article 3.

1. List equipment that you plan to rent or purchase for this work and specify whether rent or purchase. If none, so state.

None

2. List equipment that you own that is available for this work.

Attached

3. How many years has your firm been in business as a contractor? 38 years

4. Is your firm qualified to do business in the state where the project is located? YES ☒ NO ☐ If NO, by signing this Qualification Statement at the end you are agreeing to obtain such qualification prior to award of contract within fourteen days of Owner's request.

5. List up to three (3) projects that are of the same or related nature to the one now being bid that you have completed in the last ten (10) years. For each project, list the name, address, and telephone number of the Owner and/or the Engineer/Architect, the original bid price, the completion date, and the completed contract price.

Attached

6. List projects presently under construction by your firm, the dollar volume of the contract, the percentage complete of the contract, and the name and telephone number of the Owner and/or the Engineer/Architect.

Attached

7. Have you ever failed to complete a contract awarded to you? YES ___ NO ☒ If YES, state where and why.

8. Give the name, address, and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, a bank, and a major material supplier.

Attached

Upon request, I agree to expand the foregoing statements.

Stephen Miller General Contractors, Inc.

(name of Bidder)

By:

Stephen Miller

(signature)

Stephen Miller, President

(individual's name & title)

END OF SECTION 00420

Project/Owner	Prime/Sub	Architect	Award Date	Amount	Date Completed
Dolgeville WWTP New Gas Digester	Prime	Lamont Engineers	May, 07	\$354,000	March, 08
Cranes Hollow Road Bridge Replacement	Prime	Earth Tech	May, 07	\$860,471	October, 07
West River Road Bridge Replacement	Prime	Bell Engineers	June, 07	\$317,118	October, 07
Leonard Road Bridge Replacement	Prime	Erdman Anthony	May, 07	\$390,000	October, 07
Johnstown Water System Improvements	Prime	Fraser and Associates	November, 06	\$373,074	July, 07
Nick's Lk. Campground Bath House Renovate	Prime	NYS DEC	October, 06	\$650,000	June, 07
Scaroon Manor Campground Day Use Area	Prime	NYS DEC	August, 06	\$862,942	May, 07
Well's School Renovation Work	Prime	Dodge Chamberlain	January, 06	\$720,000	September, 06
Schuylerville Victory WTP	Prime	Laberge Group	November, 04	\$2,300,000	December, 06
Nick's Lk. Campground Rehab.	Prime	NYS DEC	August, 05	207,200	May, 06
DOT Bridge Replacement Blue Mountain	Prime	NYS DOT	March, 05	\$962,590	April, 06
Village Ilion Gatehouse New Piping	Prime	McDonald Engineer	March, 05	\$464,400	January, 06
DEC ADA Improvements	Prime	NYS DEC	September, 04	\$131,311	May, 05
DEC Hearthstone Campground Pump Station	Prime	NYS DEC	October, 04	\$34,631	April, 05
NY ANG Stratton Base, Scotia Addition	Prime	Clough Harbour	May, 04	\$396,175	March, 05
Contractor Sales - Wash Room Addition	Prime	Design/Build	October, 04	\$143,000	March, 05
Meco Volunteer New Fire House	Prime	Design/Build	August, 04	\$710,851	April, 04
CR 19 Otsego Bridge	Prime	C and S Engineers	February, 04	\$1,116,370	October, 04
NYANG Stratton Base, Scotia Addition	Prime	Clough Harbour	April, 04	\$611,578	December, 04
Raquette Lk. School Sitework	Prime	Barton and Loguidice	Mat, 04	\$81,112	July, 04
CR 138 Bridge, Fulton County	Prime	Ryan-Biggs	February, 04	\$373,369	August, 04
Grant Street Building Construction	Subcontract	Lamont	March, 04	\$253,671	July, 04
Bridge Rehabilitation, Warren County	Prime	Schroder Rivers Associates	March, 04	\$180,000	September, 04
Fonda D.O.T. Maintenance Facility	Prime	Office of General Services	November, 03	\$149,941	August, 04
Granville Storm Sewer Drainage	Prime	Lamont Engineers	January, 04	\$133,498	August, 04
Covered Bridge Rehab., Salisbury Center	Prime	Ryan Biggs Associates	November, 03	\$97,652	May, 04
Walmart Distribution Addition	Prime	Carter & Burgess, Inc.	September, 03	\$76,300	November, 03
Benjamin Moore Storm Drainage	Prime	Barton & Loguidice	September, 03	\$148,484	November, 03
Broadalbin-Kennyetto New Fire House	Prime	William Cooper, ALA	March, 03	\$750,619	October, 03
Albany County French's Mills Rd Bridge	Prime	Bell Engineers	March, 03	\$324,225	November, 03
CR 49 Bridge Reconstruction	Prime	Ryan-Biggs	March, 03	\$917,999	November, 03
Johnstown WWTP Slide Gates	Prime	Owner	April, 03	\$51,862	November, 03
Feura Bush Water Dept. Alum Tanks	Prime	CT Male	January, 03	\$284,530	December, 03
Jackson Summit Dam Rehabilitation	Prime	CT Male	December, 02	\$499,426	September, 03
CR 49 Bridge Rehab., Town of Milton	Prime	Spectra	February, 03	\$98,634	June, 03
MOSA - Various Dock Improvements	Prime	Montgomery Otsego Sanitation	March, 03	\$126,980	June, 03
City of Amsterdam - Road Improvement	Prime	McDonald Engineers	December, 01	\$530,995	October, 02
CR 123, Culvert, Fulton County	Prime	Edwards & Kelcey	May, 02	\$116,875	October, 02
Voorheesville WWTP	Prime	Camp Dresser & McKee	December, 01	\$992,000	November, 02
Oneida Co. Bridge, Remsen	Prime	Barton & Loguidice	June, 02	\$313,850	October, 02
Oneida Co. Bridge, Oriskany Falls	Prime	Barton & Loguidice	June, 02	\$243,162	October, 02
Gloversville-Johnstown WWTP	Prime	Malcolm - Pirnie	December, 01	\$1,460,000	August, 02
Saratoga County (3) Bridge Replacements	Prime	Ryan-Biggs Associates	April, 01	\$1,358,757	July, 02
Schenectady County Gabions	Prime	Schenectady County	December, 01	\$60,000	April, 02
Fort Johnson Building Addition	Prime	Owner	December, 01	\$137,050	April, 02
Schoharie New Water Treatment Plant	Prime	Lamont Engineers	April, 01	\$1,039,500	November, 01
Greene County Bridge Replacement	Prime	Spectra Engineers	March, 01	\$367,662	October, 01
Greene County Bridge Replacement	Prime	Spectra Engineers	March, 01	\$258,166	October, 01
Essex County Bridge Replacement	Prime	Schroder Rivers Associates	August, 00	\$383,335	October, 01
Fulton County Bridge Replacement	Prime	CT Male and Associates	November, 00	\$106,855	Sept., 01
Fulton County Road Replacement	Prime	CT Male and Associates	November, 00	\$549,549	August, 01
Fulton County Piseco Bridge Repairs	Prime	Spectra Engineers	March, 00	\$74,137	July, 01

Project Name	Rep.	Prime	Assoc.	Month	Value	Date
Princetown Wellfield Construction		Prime	McDonald Engineers	October, 00	\$162,882	August, 01
OGS Wells Sewer Line Replacement		Prime	Office of General Services	April, 00	\$21,487	May, 01
Montgomery Co. Waste Water Treatment		Prime	McDonald Engineers	November, 00	\$243,176	April, 01
Fiber Conversion New Building		Prime	William Cooper	November, 00	\$124,952	February, 01
Moffit Beach Road and Dock		Prime	Dept. of Environmental Conservation	June, 00	\$340,340	November, 00
Johnstown City Hall Renovations		Prime	Steven Smith	May, 00	\$220,000	October, 2000
Port Henry Canal Work		Prime	AES Northeast	February, 00	\$220,000	October, 00
Family Counseling Ctr. New Bldg.		Prime	Steven Smith	April, 00	\$249,000	Sept., 00
Devils Lane Bridge Replacement		Prime	Vollmer Associates	April, 00	\$147,453	August, 00
Albany County Box Culvert		Prime	Albany County	April, 00	\$78,915	August, 00
Dimmick Rd. Bridge over Snook Kill		Prime	Earth Tech	February, 00	\$64,193	June, 00
Hadley Hill Rd. Bridge over Paul Creek		Prime	Earth Tech	February, 00	\$67,984	May, 00

Work on Hand:

Contract Name	Architect	Contract Value	Date of Completion
WWTP DAFT Facility Rehabilitation	Malcolm Pirnie	\$159,774	September, 08
Bailey Road Bridge Replacement	Erdman Anthony	\$714,889	August, 08
Canajoharie Beech-Nut Pump Station	John McDonald Eng.	\$427,800	August, 08
Bethlehem WWTP Aeration Improvements	Malcolm Pirnie	\$414,414	August, 08
Town of Kortright WWTP	Lamont Engineers	\$2.4 ml	November, 08

Key Personnel:

Stephen G. Miller, President
Thomas Donahue, Project Manager Building
David Rhodes, Estimator/Project Manager/ Heavy Highway
Ivar Anderson, Estimator/Project Manager
Carl Frasier, Carpentry Foreman
Mark Duesler, Foreman and Certified Welder
Daniel Pagerie, Foreman and Licensed Plumber
Terry Lozano, Bridge Foreman
David Bostwick, Bridge Foreman

Equipment: All owned 100% with no financing

(2) Cranes	Backhoes
Graders and Rollers	Bulldozers
Excavators	Loaders and Fork Trucks
Ready Mix Concrete Trucks	Boom Trucks
Trailer and Truck Mounted Concrete Pumpers	Tandem Dump Trucks
Tractor Trailer	Miscellaneous Small Equipment

Mane... Refe...s:
Surety: *Liberty Mutual Insurance Company*
301 Plainfield Road
Syracuse, NY 13212
1-800-962-1455

Surety Insurance Agent:
Rose and Kiernan
POB 640
East Greenbush, NY 12061
Mr. Kevin Garrity
(518) 438-0151

Insurance Agent:
First Niagara
7481 Henry Clay Blvd.
Liverpool, NY 13088
Mr. Robert Gallagher, VP
(315) 461-1282

Bank: *NBT*
21-24 N. Main Street
Gloversville, NY 12078
Mr. Robert Grugell (518) 773-5153

Supplier: *Glens Falls Cement*
POB 440
Glens Falls, NY 12801
(518) 797-1137

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.

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.

Stephen Miller General Contractors, Inc.

(print or type name of Bidder)

By:

Stephen Miller
(signature)

Stephen Miller, President
(individual's name & title)

Subscribed and sworn to before me

this 25 day of August, 20 08

Pamela G. Miller
(signature of Notary Public)

PAMELA G. MILLER
Notary Public, State of New York
Qualified in Fulton County
Reg. # 01615138132
Com. Exp. 12/12/20 09

(Notary Stamp)

END OF SECTION 00480

SECTION 00485 - PERFORMANCE BOND INFORMATION FORM

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

Project Grant No. Independent Leather

Project Location Gloversville, Ny

Construction Contract Number _____

Name of Contract Independent Leather Creek Wall Repair

Name of Contractor Stephen Miller General Contractors, Inc.

Address POB 291

Mayfield, Ny 12117

Bonding Company or Person Issuing Security Bond _____

Liberty Mutual

Address 301 Plainfield Rd.

Syracuse, Ny 13212

Bonding Company Agent Rose and Keenan

Address POB 640

J. Greenbush, Ny 12061

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

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-FA, 1997 Edition.)

THIS AGREEMENT is by and between CITY OF GLOVERSVILLE

(hereinafter called OWNER) and STEPHEN MILLER GENERAL CONTRACTORS, INC.

(hereinafter called CONTRACTOR).

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

ARTICLE 1 - WORK

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

City of Gloversville
Independent Leather Tannery Remedial Action Project
Creek Wall Repair at 321-333 South Main Street, Gloversville, New York

ARTICLE 2 - THE PROJECT

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

Creek Wall Repair is required by the New York State Department of Environmental Conservation (NYSDEC) in relation to the Independent Leather Site under a NYS Environmental Restoration Program. The work includes removal of existing stone from the ± 40 linear foot failed portion of the retaining wall for the Cayadutta Creek that traverses the Independent Leather site and replace it to original construction or with another alternate pre-cast retaining wall system. The work will include excavation of potentially metal impacted soil as necessary for retaining wall installation; temporary on-site storage of excavated material; installation of a cofferdam or other diversionary method in creek to allow for installation; construct a new retaining wall with existing rocks or other pre-cast retaining wall system and tie into the existing wall on both ends; install necessary drainage behind the wall; return the excavated material behind the wall; and install a new 1 foot thick clean imported soil barrier to contact over disturbed areas; and restore the surface vegetation. The Contractor will be responsible for the transportation and coordination of the metal impacted soil, and payment of any tipping fees required by the disposal facilities, for those soils not placed back into the excavation while maintaining original site grades.

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 seventy-five (75) 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 ninety (90) 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 estimated amount of the Contract is THIRTY-SIX THOUSAND, SEVEN HUNDRED EIGHTEEN dollars (\$36,718.00) based on the estimated quantities set forth in the Bid Form and the unit prices contained therein.

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 process progress payments monthly on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment and make progress payments within 10 days after receipt of State funds 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 10 days after receipt of State Funds.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the project.

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 2, inclusive including attachments).
 - b. Labor and Materials Payment Bond, Section 00620 (pages 1 to 2, 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 76, inclusive).
 - c. Standard Clauses for New York State Contracts (Appendix A), Section 00825 (pages 1 to 4, inclusive).
 - d. Standard Clauses for All NYSDEC Contracts (Appendix B), Section 00826 (pages 1 to 9, inclusive).
 - e. NYSDEC Mandatory Contract Clauses, Section 00827 (pages 1-7, inclusive)
- 7. Specifications bearing the title:

Creek Wall Repair for Independent Leather Brownfield Project

C.T. Male Associates, P.C., 50 Century Hill Drive, Latham, New York
and consisting of 3 divisions and 247 pages, as listed in the table of contents thereof.

- 8. Drawings (not attached hereto) consisting of 3 sheets as listed in the Drawings Index, Section 00851, with each sheet bearing the following general title:

SHEET C1: CREEK WALL REPAIR IMPLEMENTATION PLAN

SHEET C2: ADD ALTERNATE NO. 1, REPLACED IN KIND MASONRY WALL

SHEET C3: ADD ALTERNATE NO. 2, REDI-ROCK 41" SERIES BLOCK WALL

- 9. Addenda and Modifications (None) as included in Section 00900.
- 10. Contractors Bid
 - a. Bid Form, Section 00300 (pages 1 to 7, inclusive).
 - b. Supplements to Bid Form
 - 1) Bidder's Qualification Statement, Section 00420 (pages 1 to 6, 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 (None).
- 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.

C.T. MALE ASSOCIATES, P.C.
CTMSpec

INDEPENDENT LEATHER
CREEK WALL REPAIR

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

This Agreement will be effective on SEPTEMBER 19, 2008 (which is the Effective Date of the Agreement). (This Agreement shall not be effective unless and until concurred in by AGENCY's designated representative.)

OWNER: CITY OF GLOVERSVILLE

CONTRACTOR: STEPHEN MILLER GENERAL CONTRACTORS, INC.

By: [Signature]

[CORPORATE SEAL]

Attest Brenda J. Reduit

Address for giving notices:

3 Frontage Rd
Gloversville, NY 12078

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

By: [Signature]

[CORPORATE SEAL]

Attest Danella G. Miller

Address for giving notices:

POB 291
Mayfield, NY 12117

License No. 14 1537584

(Where applicable)

Agent for service of process: Stephen Miller

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: Robert Abel

Title: Director, Dept. of Public Works

Address: 3 Frontage Rd
Gloversville NY 12078

Phone: 518-773-4558

Facsimile: 518-773-4549

AGENCY Concurrence

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the AGENCY hereby concurs in the form, content, and execution of this Agreement.

By: _____

AGENCY Official

Title: _____

Date: _____

END OF SECTION 00500

ATTACH TO PAGE 00610 - 1 - PERFORMANCE BOND FORM

BOND NUMBER: 837041138

KNOW ALL MEN BY THESE PRESENTS: that

Stephen Miller General Contractors, Inc.

(Name of Contractor)

PO Box 291, Mayfield NY 12117

(Address of Contractor)

a Corporation

(Individual, Partnership, Corporation, Joint Venture)

hereinafter called PRINCIPAL, and

Liberty Mutual Insurance Company

(Name of Surety)

301 Plainfield Road, Syracuse NY 13212

(Address of Surety)

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

City of Gloversville

(Name of Owner)

City Hall, 3 Frontage Road, Gloversville NY 12078

(Address of Owner)

hereinafter called OWNER, in the penal sum of Thirty Six Thousand, Seven Hundred

Eighteen and 00/XX Dollars (\$ 36,718.00),
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 19th day of September, 20 08, a copy of which is hereto
attached and made a part hereof for the construction of:

Creek Wall Repair Contract, Independent Leather Site (#B000151-5)

(continued on page 00630 - 1)

END OF FORM

C.T. MALE ASSOCIATES, P.C.
CTMSpec

INDEPENDENT LEATHER
CREEK WALL REPAIR

SECTION 00610 - PERFORMANCE BOND

Attach bond here.

END OF SECTION 00610

ATTACH TO PAGE 00620 - 1 - LABOR AND MATERIALS PAYMENT BOND FORM

BOND NUMBER: 837041138

KNOW ALL MEN BY THESE PRESENTS: that

Stephen Miller General Contractors, Inc.

(Name of Contractor)

PO Box 291, Mayfield NY 12117

(Address of Contractor)

a Corporation

(Individual, Partnership, Corporation, Joint Venture)

hereinafter called PRINCIPAL, and

Liberty Mutual Insurance Company

(Name of Surety)

301 Plainfield Road, Syracuse NY 13212

(Address of Surety)

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

City of Gloversville

(Name of Owner)

City Hall, 3 Frontage Road, Gloversville NY 12078

(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

Thirty Six Thousand, Seven Hundred

Eighteen and 00/XX

Dollars (\$ 36,718.00

),
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 19th day of September, 2008, a copy of which is hereto attached and made a part hereof for the construction of:

Creek Wall Repair Contract, Independent Leather Site (#B000151-5)

(continued on page 00630 - 1)

END OF FORM

C.T. MALE ASSOCIATES, P.C.
CTMSpec

INDEPENDENT LEATHER
CREEK WALL REPAIR

SECTION 00620 - LABOR AND MATERIALS PAYMENT BOND

Attach bond here.

END OF SECTION 00620

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 Oblige from all costs and damages which it may suffer by reason of failure so to do and fully reimburse and repay an Oblige 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 Oblige 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 Oblige 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 Oblige, as aforesaid, such individual firm, or corporation shall furnish the Oblige with a bond of indemnity for costs, which bond shall be in an amount satisfactory to the Oblige.

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 Obligee 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.

END OF SECTION 00630

C.T. MALE ASSOCIATES, P.C.
CTMSpec

INDEPENDENT LEATHER
CREEK WALL REPAIR

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 19th day of September in the year 2008.
(must be same or later than date of Agreement).

PRINCIPAL: Stephen Miller General Contractors, Inc.

(print or type company name)

By:

Stephen G. Miller
(signature)

Stephen G. Miller, President
(print individual's name & title)

Attest (witness):

Danda B. Miller
(signature)

(name & title)

(Corporate Seal)

Address of Principal: _____

PO Box 291, Mayfield NY 12117

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.

C.T. MALE ASSOCIATES, P.C.
CTMSpec

INDEPENDENT LEATHER
CREEK WALL REPAIR

SURETY: Liberty Mutual Insurance Company
(print or type company name)

By: Renee A. Manny Renee A. Manny, Attorney-in-fact
(signature) (print individual's name & title)

Attest (witness):

Melissa A. Casey
(signature)

(name & title)

(Corporate Seal)

Address of Surety: c/o Rose & Kiernan, Inc.
99 Troy Road, East Greenbush, NY 12061

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.

CERTIFICATE OF ACKNOWLEDGMENT - CONTRACTOR

INDIVIDUAL

State of _____

SS:

County of _____

On this _____ day of _____, 20____, 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 _____, 20____, 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 Rensselaer

On this 19th day of September, 2008, before

me personally appears Stephen G. Miller, to
me known, who being duly sworn by me, deposes and says that he

(she) resides in

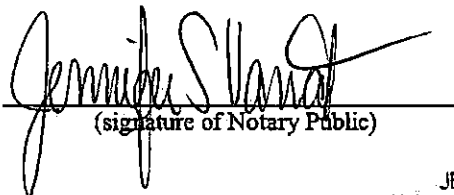
Gloversville, NY

(City/Town/Village, County, State)

that he (she) is the President of

Stephen Miller General Contractors, 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.


(signature of Notary Public)

(Notary Stamp)

JENNIFER S. VANAT
Notary Public, State of New York
Qualified in Columbia County
Reg. #01VA6135808
Commission Expires Oct. 24, 2009

CERTIFICATE OF ACKNOWLEDGMENT - CONTRACTOR

JOINT VENTURE

State of _____

SS:

County of _____

On this _____ day of _____, 20____, 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 New York

SS:

County of Rensselaer

On this 19th day of September, 20 08, before

me personally appears Renee A. Manny, to
me known, who being duly sworn by me, deposes and says that he (she) resides in

East Greenbush, NY;

(City/Town/Village, County, State)

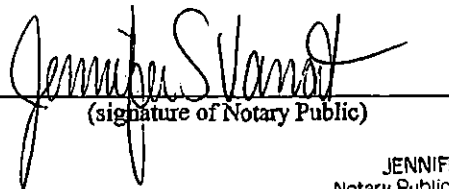
that he (she) is the Attorney-in-fact of

Liberty Mutual Insurance Company, 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 June 9th, 2008,
which said power has never been revoked, and is still in force and effect; and that the said Company has received
from the

Superintendent of Insurance

(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.


(signature of Notary Public)

(Notary Stamp)

JENNIFER S. VANAT
Notary Public, State of New York
Qualified in Columbia County
Reg. #01VA6135808
Commission Expires Oct. 24, 2009

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

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

**LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

KEVIN J. GARRITY, RENEE A. MANNY, STEPHEN J. DONNELLY, BONNIE J. SAAR, JOHANNA FREDENBERG, ANN HUGHES, RACHEL TAYLOR, LORI A. FRANCETT, ALL OF THE CITY OF EAST GREENBUSH, STATE OF NEW YORK

....., each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **TWENTY FIVE MILLION AND 00/100** ***** DOLLARS (\$ **25,000,000.00** *****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 9th day of June, 2008

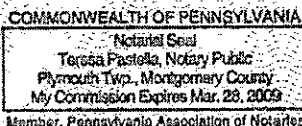
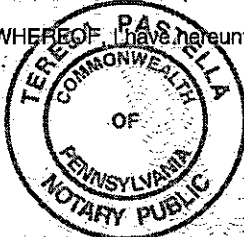
LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 9th day of June, 2008, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 19th day of September, 2008



By David M. Carey
David M. Carey, Assistant Secretary

To confirm the validity of this Power of Attorney call
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

ASSETS

	Current Year			Prior Year
	1	2	3	4
	Assets	Nonadmitted Assets	Net Admitted Assets (Cols. 1 - 2)	Net Admitted Assets
1. Bonds (Schedule D)	15,335,083,671		15,335,083,671	14,335,788,460
2. Stocks (Schedule D):				
2.1 Preferred stocks	322,985,839		322,985,839	234,308,916
2.2 Common stocks	7,648,889,947	271,819,000	7,377,050,947	5,089,085,324
3. Mortgage loans on real estate (Schedule B):				
3.1 First liens	428,255,101		428,255,101	219,560,889
3.2 Other than first liens				
4. Real estate (Schedule A):				
4.1 Properties occupied by the company (less \$ 0 encumbrances)	418,561,083		418,561,083	326,163,102
4.2 Properties held for the production of income (less \$ 0 encumbrances)	1,069,882		1,069,882	1,111,445
4.3 Properties held for sale (less \$ 0 encumbrances)				
5. Cash (\$ 212,635,273, Schedule E-Part 1), cash equivalents (\$ 92,190,216, Schedule E-Part 2) and short-term investments (\$ 523,294,378, Schedule OA)	828,119,827		828,119,827	1,207,665,883
6. Contract loans (including \$ 0 premium notes)				
7. Other invested assets (Schedule BIA)	4,644,249,806	1,597,635	4,642,652,171	3,447,295,251
8. Receivables for securities	13,535,760		13,535,760	41,352,591
9. Aggregate write-ins for invested assets				
10. Subtotals, cash and invested assets (Lines 1 to 9)	29,641,731,816	273,416,635	29,368,315,281	24,912,331,852
11. Title plants less \$ 0 charged off (for Title insurers only)				
12. Investment income due and accrued	178,281,336		178,281,336	168,971,988
13. Premiums and considerations:				
13.1 Uncollected premiums and agents' balances in the course of collection	963,823,216	35,685,625	928,137,391	703,139,102
13.2 Deferred premiums, agents' balances and installments booked but deferred and not yet due (including \$ 34,554 earned but un billed premiums)	1,638,538,797	3,827	1,638,534,970	1,462,229,358
13.3 Accrued retrospective premiums	438,736,647	51,047,015	387,689,632	452,717,401
14. Reinsurance:				
14.1 Amounts recoverable from reinsurers	685,885,885		685,885,885	740,190,011
14.2 Funds held by or deposited with reinsured companies	28,022,671		28,022,671	78,959,530
14.3 Other amounts receivable under reinsurance contracts				
15. Amounts receivable relating to uninsured plans	2,597,574	2,437,580	159,994	
16.1 Current federal and foreign income tax recoverable and interest thereon	118,948,060		118,948,060	13,748,786
16.2 Net deferred tax asset	900,020,000	269,859,883	630,160,137	555,086,006
17. Guaranty funds receivable or on deposit	29,552,458		29,552,458	32,691,812
18. Electronic data processing equipment and software	263,119,215	213,712,586	49,406,629	42,760,804
19. Furniture and equipment, including health care delivery assets (\$ 0)	98,104,899	98,104,899		
20. Net adjustment in assets and liabilities due to foreign exchange rates				
21. Receivables from parent, subsidiaries and affiliates	238,266,862		238,266,862	215,522,572
22. Health care (\$ 0) and other amounts receivable				
23. Aggregate write-ins for other than invested assets	633,225,209	82,381,943	550,843,266	511,661,867
24. Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 10 to 23)	35,855,854,744	1,026,650,172	34,829,204,572	29,920,012,089
25. From Separate Accounts, Segregated Accounts and Protected Cell Accounts				
26. Total (Lines 24 and 25)	35,855,854,744	1,026,650,172	34,829,204,572	29,920,012,089

DETAILS OF WRITE-INS				
0901.				
0902.				
0903.				
0998. Summary of remaining write-ins for Line 09 from overflow page				
0999. Totals (Lines 0901 through 0903 plus 0998) (Line 09 above)				
2301. Other assets	212,369,467	72,186,860	140,182,607	164,433,785
2302. Cash surrender value life insurance	204,675,593		204,675,593	182,038,957
2303. Equities and deposits in pools and associations	12,235,326		12,235,326	20,497,883
2398. Summary of remaining write-ins for Line 23 from overflow page	183,964,833	10,195,283	173,749,550	164,691,742
2399. Totals (Lines 2301 through 2303 plus 2398) (Line 23 above)	633,225,209	82,381,943	550,843,266	511,661,867

LIABILITIES, SURPLUS AND OTHER FUNDS	1 Current Year	2 Prior Year
1. Losses (Part 2A, Line 34, Column B)	72,584,762,751	10,169,462,164
2. Reinsurance payable on paid losses and loss adjustment expenses (Schedule F, Part I, Column 6)	106,915,231	108,972,670
3. Loss adjustment expenses (Part 2A, Line 34, Column 5)	2,572,655,246	2,084,590,735
4. Commissions payable, contingent commissions and other similar charges	134,968,818	130,587,309
5. Other expenses (excluding taxes, licenses and fees)	414,446,861	355,278,576
6. Taxes, licenses and fees (excluding federal and foreign income taxes)	250,690,878	204,364,692
7.1 Current federal and foreign income taxes (including \$ 0 on realized capital gains (losses))		
7.2 Net deferred tax liability		
8. Borrowed money \$ 948,875 and interest thereon \$ 565,850	1,515,726	1,306,151
9. Unearned premiums (Part 1A, Line 37, Column 5) (after deducting unearned premiums for ceded reinsurance of \$ 1,937,007,225 and including warranty reserves of \$ 0)	3,678,689,493	3,114,705,894
10. Advance premium	39,998,380	22,746,128
11. Dividends declared and unpaid:		
11.1 Stockholders		
11.2 Policyholders	12,802,684	3,999,999
12. Ceded reinsurance premiums payable (net of ceding commissions)	851,675,481	819,145,981
13. Funds held by company under reinsurance treaties (Schedule F, Part 3, Column 19)	1,878,182,260	1,866,405,417
14. Amounts withheld or retained by company for account of others	632,437,216	619,561,207
15. Remittances and items not allocated		
16. Provision for reinsurance (Schedule F, Part 7)	116,580,664	120,072,664
17. Net adjustments in assets and liabilities due to foreign exchange rates		
18. Drafts outstanding	285,356,848	274,794,753
19. Payable to parent, subsidiaries and affiliates	81,311,426	159,008,230
20. Payable for securities	31,663,685	278,480,820
21. Liability for amounts held under uninsured plans		
22. Capital notes \$ 0 and interest thereon \$ 0		
23. Aggregate write-ins for liabilities	(679,769,042)	(369,600,531)
24. Total liabilities excluding protected cell liabilities (Lines 1 through 23)	23,005,904,618	19,967,883,060
25. Protected cell liabilities		
26. Total liabilities (Lines 24 and 25)	23,005,904,618	19,967,883,060
27. Aggregate write-ins for special surplus funds	948,875,402	811,135,623
28. Common capital stock	10,000,000	10,000,000
29. Preferred capital stock	1,250,000	1,250,000
30. Aggregate write-ins for other than special surplus funds		
31. Surplus notes	891,965,161	1,013,209,431
32. Gross paid in and contributed surplus	4,348,951,176	3,148,160,105
33. Unassigned funds (surplus)	5,622,257,215	4,968,373,870
34. Less treasury stock, at cost:		
34.1 0 shares common (value included in Line 28 \$ 0)		
34.2 0 shares preferred (value included in Line 29 \$ 0)		
35. Surplus as regards policyholders (Lines 27 to 33, less 34) (Page 4, Line 39)	11,823,299,954	9,952,129,029
36. TOTALS (Page 2, Line 26, Col. 3)	34,829,204,572	29,920,012,089

DETAILS OF WRITE-INS		
2301. Other liabilities	228,177,879	180,862,751
2302. Retroactive reinsurance reserve - ceded	(1,731,268,938)	(1,526,795,171)
2303. Amounts held under uninsured plans	566,100,759	485,811,161
2398. Summary of remaining write-ins for Line 23 from overflow page	257,220,358	490,520,728
2399. Totals (Lines 2301 through 2303 plus 2398) (Line 23 above)	(679,769,042)	(369,600,531)
2701. Special surplus from retroactive reinsurance	948,875,402	811,135,623
2702.		
2703.		
2798. Summary of remaining write-ins for Line 27 from overflow page		
2799. Totals (Lines 2701 through 2703 plus 2798) (Line 27 above)	948,875,402	811,135,623
3001. Guaranty funds	1,250,000	1,250,000
3002.		
3003.		
3098. Summary of remaining write-ins for Line 30 from overflow page		
3099. Totals (Lines 3001 through 3003 plus 3098) (Line 30 above)	1,250,000	1,250,000

State of Massachusetts
County of Suffolk

The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of this reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, free and clear from any liens or claims in whole or in part, except as herein stated, and that the statement, together with related exhibits, schedules and explanations therein contained, connected or referred to, is a true and correct statement of all the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions therefrom for the period ended, and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except for the extent that (1) state law may differ from the NAIC instructions or procedures in the differences in reporting not related to accounting practices and procedures, or (2) state information, knowledge and belief, respectively, Furthermore, the scope of the attestation by the described officers who includes the officer corresponding electronic filing with the NAIC, when required, is in an electronic format (except for formatting differences due to electronic filing) of the enclosed statement. The electronic filing may be requested by various regulators in line of or in addition to the enclosed statement.

Edward F. Kelly
(Signature)
Edward Francis Kelly
(Printed Name)

Chairman of the Board President & CEO
(Title)

Dexter E. Kemp
(Signature)
Dexter Robert Kemp
(Printed Name)

Vice President & Secretary
(Title)

Laurence Henry Smith Yehia
(Signature)
Laurence Henry Smith Yehia
(Printed Name)

Senior Vice President & Treasurer
(Title)

Subscribed and sworn to before me this
22nd day of January, 2008

Anna K. Kahan

a. Is this an original filing? YES [X] NO []
b. If not:
1. State the amendment number
2. Date filed
3. Number of pages attached

C.T. MALE ASSOCIATES, P.C.
CTMSpec

INDEPENDENT LEATHER
CREEK WALL REPAIR

SECTION 00650 - CERTIFICATES OF INSURANCE

Attach insurance certificates here.

END OF SECTION 00650

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 9/12/2008
PRODUCER (315) 461-1282, Fax (315) 451-3009 First Niagara Risk Management, Inc 7481 Henry Clay Blvd Liverpool NY 13088		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 Stephen Miller General Contractors, Inc. PO Box 291 301 Riceville Road Mayfield NY 12117		
		INSURERS AFFORDING COVERAGE
		INSURER A: Cincinnati Insurance
		INSURER B: Fireman's Fund McGee
		INSURER C: RSUI Indemnity Company
		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.

AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A		GENERAL LIABILITY	CPP0818012	04/01/2008	04/01/2009	EACH OCCURRENCE	\$ 1,000,000	
	☒	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	
	☐	CLAIMS MADE				☒ OCCUR	MED EXP (Any one person)	\$ 20,000
	☐					PERSONAL & ADV INJURY	\$ 1,000,000	
	☐					GENERAL AGGREGATE	\$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	☐ POLICY	☒ PRO-JECT				☒ LOC		
A		AUTOMOBILE LIABILITY	CAA5126373	04/01/2008	04/01/2009	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	☒	ANY AUTO				BODILY INJURY (Per person)	\$	
	☐	ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
	☐	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
	☒	HIRED AUTOS						
	☒	NON-OWNED AUTOS						
	☐							
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
		☐ ANY AUTO				OTHER THAN EA ACC	\$	
		☐				AUTO ONLY: AGG	\$	
A		EXCESS/UMBRELLA LIABILITY	CPP 081 8012	04/01/2008	04/01/2009	EACH OCCURRENCE	\$ 2,000,000	
	☒ OCCUR	☐ CLAIMS MADE				AGGREGATE	\$ 2,000,000	
	☐	DEDUCTIBLE			Excess Liab	\$		
	☒	RETENTION \$ 10,000	C) NHA043789	04/01/2008	04/01/2009	each occurrence	\$ 4,000,000	
					aggregate	\$ 4,000,000		
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ WC STATUTORY LIMITS	☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$	
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$	
						E.L. DISEASE - POLICY LIMIT	\$	
B	OTHER	Leased & Rented Riggers Liability Bldrs Risk	MZI 97244428	04/01/2008	04/01/2009	\$100,000 \$1,000 Ded		
						\$750,000 \$5,000 Ded		
						\$750,000 \$1,000 ded		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Re: Project: Creek Wall Repair Contract- Independent Leather Site (# B-000151-5) The City of Gloversville, C.T. Male Associates, P.C., and New York State Department of Environmental Conservation shall be named as additional insured on all CONTRACTOR's insurance policies required for the Project.

CERTIFICATE HOLDER City of Gloversville City Hall 3 Frontage Road Gloversville, NY 12078	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Gerard Wenzke/CDIAS
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only) STEPHEN MILLER GENERAL CONTRACTORS INC. PO BOX 291 MAYFIELD, NEW YORK 12117-0291	1b. Business Telephone Number of Insured 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1521574 1d. Federal Employer Identification Number of Insured or Social Security Number 14 1537584
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) CITY OF GLOVERSVILLE CITY HALL 3 FRONTAGE ROAD GLOVERSVILLE, NY 12078	3a. Name of Insurance Carrier Zurich American Insurance Company 3b. Policy Number of entity listed in box "1a": 1783586 3c. Policy effective period: 07/01/07 to 07/01/08

4. Policy covers:

- a. ☒ All of the employer's employees eligible under the New York Disability Benefits Law
b. ☐ Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed 9/15/2008 By *Reem Sultan*
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (631) 845-2200 Title Administrative Services Manager

IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)

State Of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of NYS Workers' Compensation Board Employee)

Telephone Number _____ Title _____

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2". ***This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box "3c".***

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.



INSURANCE BINDER

DATE (MM/DD/YYYY)
9/15/2008

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON PAGE 2 SIDE OF THIS FORM.

AGENCY First Niagara Risk Management, Inc 126 North Salina Street Suite 400 Syracuse NY 13202-1836 PHONE (A/C, No. Ext.): (315) 461-1282 FAX (A/C, No.): (315) 451-3009 CODE: AGENCY CUSTOMER ID: 00024230 INSURED City of Gloversville 321-333 South Main Street Gloversville NY 12078		COMPANY Cincinnati Insurance Company BINDER # B0891581896 EFFECTIVE DATE 9/15/2008 TIME 12:01 ☒ AM ☐ PM EXPIRATION DATE 9/15/2008 TIME ☒ 12:01 AM ☐ NOON THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: BNDR CAP5170697 DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) Contractor: Stephen Miller General Contractors, Inc
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COVERAGES		LIMITS		
TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS ☐ BASIC ☐ BROAD ☐ SPEC				
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ Owners, Contractors ☐ Protective Liability RETRO DATE FOR CLAIMS MADE:		EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/OP AGG		\$ 1,000,000 \$ \$ \$ \$ 2,000,000 \$
AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS		COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE MEDICAL PAYMENTS PERSONAL INJURY PROT UNINSURED MOTORIST		\$ \$ \$ \$ \$ \$ \$
AUTO PHYSICAL DAMAGE DEDUCTIBLE ☐ COLLISION: _____ ☐ OTHER THAN COL: _____ ☐ ALL VEHICLES ☐ SCHEDULED VEHICLES		ACTUAL CASH VALUE STATED AMOUNT OTHER		\$ \$ \$
GARAGE LIABILITY ☐ ANY AUTO		AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE		\$ \$ \$ \$
EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM RETRO DATE FOR CLAIMS MADE:		EACH OCCURRENCE AGGREGATE SELF-INSURED RETENTION WC STATUTORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT		\$ \$ \$ \$ \$ \$ \$
SPECIAL CONDITIONS/ OTHER COVERAGES CT Male Associates, Engineer is named as an additional insured. Independent Leather Tannery Remedial Action Project- Creek Wall Repair - Independent leather Site (#B-000151-5)		FEES TAXES ESTIMATED TOTAL PREMIUM		\$ \$ \$

NAME & ADDRESS

	☐ MORTGAGEE	☐ ADDITIONAL INSURED
	☐ LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE	

CONDITIONS

This Company binds the kind(s) of insurance stipulated on page 1. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Colorado

With respect to binders issued to renters of residential premises, home owners, condo unit owners and mobile home owners, the insurer has thirty (30) business days, commencing from the effective date of coverage, to evaluate the issuance of the insurance policy.

Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
**CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION
GROUP SELF-INSURANCE**

1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only) Stephen Miller General Contractors, Inc. PO Box 291, 301 Riceville Rd, Gloversville Mayfield NY 12117-0291	1d. Business Telephone Number of Business referenced in box "1a" 518-661-5601
1b. Effective Date of Membership in the Group 4/1/2004	1e. NYS Unemployment Insurance Employer Registration Number of Business referenced in box "1a" 15-21574-7
1c. The Proprietor, Partners or Executive Officers are ☒ included (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded	1f. Federal Employer Identification Number of Business referenced in box "1a" 14-153-7584
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder) CITY OF GLOVERSVILLE CITY HALL 3 FRONTAGE ROAD GLOVERSVILLE, NY 12078	3. Name and Address of Group Self-Insurer Associated Builders and Contractors Compensation Trust c/o Reller Risk Management (W333256) 6315 Fly Road East Syracuse, NY 13057 315-432-8210 (f) 315-432-9478

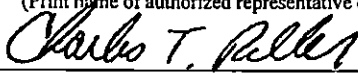
This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in box "2".

The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "1a" is terminated. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

If this certificate is no longer valid according to the above guidelines and the business referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.

Certified by: Charles T Reller
(Print name of authorized representative of the Group Self-Insurer)

Certified by:  September 15, 2008
(Signature) (Date)

Title: Trust Administrator

Telephone Number: 315-432-8210

**SEE REVERSE SIDE FOR
CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION GROUP SELF-INSURANCE**

Name and Address of Business Participating in Group Self-Insurance

**Stephen Miller General Contractors, Inc.
PO Box 291, 301 Riceville Rd, Gloversville
Mayfield NY 12117-0291**

WORKERS' COMPENSATION LAW

Section 57 Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Please Note: This Certificate is valid only through the policy dates indicated above, OR a maximum of one year after this form is approved by the authorized representative of the group Self-Insurer. At the expiration of those dates, if the business continues to be named on a permit or contract issued by the above government entity, the business must provide that government entity with a new Certificate. The business must also provide a new Certificate upon notice of cancellation or change in status of the policy.

Description of Operations/Locations: ALL OPERATIONS

<u>Policy Number:</u>	W333256
<u>Policy Period:</u>	05/01/08 to 05/01/09
<u>Workers' Compensation Limit:</u>	Statutory
<u>Employers Liability Limit:</u>	Each Accident: \$1,000,00
	Disease Policy Limit: \$1,000,000
	Disease – Each Employee: \$1,000,000

**Name and Address of the Entity Requesting Proof of Coverage
(Entity Being Listed as Certificate Holder)**

**CITY OF GLOVERSVILLE
CITY HALL
3 FRONTAGE ROAD
GLOVERSVILLE, NY 12078**

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



AMERICAN CONSULTING
ENGINEERS COUNCIL



**National Society of
Professional Engineers**
Professional Engineers in Private Practice



AMERICAN SOCIETY OF
CIVIL ENGINEERS

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).

In these General Conditions these are cross references to Supplementary Conditions and Division 1 - General Requirements to aid in general recognition. Provision of these General Conditions may be amended or supplemented for this Project by these other documents

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1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council
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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* 2.04 *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

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* *Hazardous Environmental Condition at Site* *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 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* 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* 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 responsibilities

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 ENGI-

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*
15.04 *CONTRACTOR May Stop Work or Terminate*
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.

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 45 days OWNER to give CONTRACTOR Notice of Award accompanied by Contract Documents to execute.

Within 15 subsequent days (Up to Day 60 after Bid Opening) CONTRACTOR to deliver to OWNER executed Contract Documents.

Within 10 subsequent days (Up to Day 70 after Bid Opening) OWNER to deliver fully signed Contract Documents to CONTRACTOR, which date equals the latest effective date of the Agreement.

Within 30 subsequent days (Up to Day 100 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

Add the following new paragraphs immediately after paragraph 4.02.B as follows:

- C. In the preparation of Drawings and Specifications, ENGINEER or ENGINEER's Consultants relied upon the following reports of exploration and tests of subsurface conditions at the Site:
 - a. Subsurface Exploration Logs completed April 2002, prepared by C.T. Male Associates, P.C.
- D. The Contractor shall be responsible for locating and protecting subsurface utilities, etc.

4.02.B.4 OWNER'S DISCLAIMER - REPORTS OF EXPLORATIONS

Add a new paragraph immediately after paragraph 4.02.B.3 of the General Conditions as follows:

The subsurface soils information which is being made available reports water levels and conditions as recorded on the dates given and may vary according to the prevailing climate, rainfall, and other factors. It contains 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 soils or materials or on other conditions, nor on the exact location of borings shown.

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.

4.02.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 4.06.A as follows: -

1. In the preparation of Drawings and Specifications, ENGINEER or ENGINEER's Consultants relied upon the following reports of Hazardous Environmental Conditions in relation to the Site:
 - a. Record of Decision for Independent Leather, February 2004, prepared by NYS Department of Environmental Conservation.
2. The site is the subject of the NYS Environmental Restoration Program. Contaminated soil and groundwater have been identified at the site and covered with a Soil Barrier to Contact. The Soil Barrier to Contact must be replaced if breached.

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 \$ 2,000,000
 - 2) Each Occurrence \$ 1,000,000
 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
 - 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. The City of Gloversville, C.T. Male Associates, P.C., and New York State Department of Environmental Conservation shall be named as additional insured on all CONTRACTOR's insurance policies required for the Project.

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. 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 OWNER and 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 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 and 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.G 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. Earthwork Subcontractor
2. Trucking or Transportation Subcontractor.
3. Non-Hazardous Waste Disposal Facility.
4. Pre-cast Retaining Wall System
5. Backfill (gravel and topsoil) and Concrete/Grout Supplier(s)

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:
Creek Disturbance Permit through NYSDEC
- B. All other permits required shall be obtained by the CONTRACTOR.

6.10.B SALES TAX EXEMPTION

Add a new paragraph immediately after paragraph 6.10.A of the General Conditions as follows:

All Bid prices shall include all New York State and local taxes required to be paid by the CONTRACTOR except those sales and compensating use taxes exempted by the following provisions.

- A. The OWNER is exempt from payment of sales and compensating use taxes of the State of New York, and of cities, counties, and other subdivisions of the State, hereinafter referred to as subdivisions of the State, pursuant to the provisions of this Contract. These taxes are not to be included in the Bids. This exemption shall apply to:
 - 1. materials permanently incorporated in the Project;
 - 2. supplies which are permanently incorporated in the Project; and
 - 3. materials and furnishings for the Project which are incorporated therein, such as chairs, desks, drapes, and moveable personal property.
- B. This exemption does not, however, apply to tools, machinery, equipment, or other property purchased by, leased by or to the CONTRACTOR or Subcontractor, or to supplies or materials not incorporated into the completed Project. The CONTRACTOR and his Subcontractors shall be responsible for and shall pay any and all applicable taxes, including sales and compensating use taxes, on such tools, machinery, equipment, or other property, or such unincorporated supplies and materials.

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 requirements.
2. Perform soil vapor screening and visual observation for petroleum impacts.
3. Perform area air monitoring for organic vapors (not for use by Contractor for PPE determination).
4. Perform area dust monitoring during excavation and backfill activities (not for use by Contractor for PPE determination).

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 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 15% 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 25% 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.

14.07.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

- 20.1 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:

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

- 26.1 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 WHICH FOLLOW
AND END ON PAGE 00820 - 82



David A. Paterson, Governor

M. Patricia Smith, Commissioner

City of Gloversville

Jeff Marx, Environmental Engineer
C.T. Male Associates, P.C.
50 Century Hill Drive
Latham NY 12110

Schedule Year 2008
Date Requested 07/16/2008
PRC# 2008003687

Location Independent Leather Site
Project ID#
Project Type Creek Wall Repair

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2008 through June 2009. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.state.ny.us. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____
Name & Title of Representative: _____

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

Hours

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

Wages and Supplements

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

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

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

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provide, and Daily and weekly number of hours worked in each classification.

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

Apprentices

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

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

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 and Article 9 of the Labor Law) constitute a misdemeanor punishable by fine or imprisonment, or both.

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



David A. Paterson, Governor

M. Patricia Smith, Commissioner

City of Gloversville

Jeff Marx, Environmental Engineer
C.T. Male Associates, P.C.
50 Century Hill Drive
Latham NY 12110

Schedule Year 2008
Date Requested 07/16/2008
PRC# 2008003687

Location Independent Leather Site
Project ID#
Project Type Creek Wall Repair

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

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

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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

NEW LEGISLATION

Effective February 24, 2008

WORKER NOTIFICATION – A9052 – S6240

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

* In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

NEW LEGISLATION

Effective July 18, 2008

OSHA 10-hour Construction Safety and Health Course – S1537-A

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least \$250,000.00, contain a provision of this requirement.

Rules and regulations will be promulgated and posted on the NYSDOL website www.labor.state.ny.us when finalized.

Where to find OSHA 10-hour Construction Course

1. OSHA Training Institute Education Centers:

Rochester Institute of Technology OSHA Education Center

Rochester, NY

Donna Winter

Fax (585) 475-6292

e-mail: dlwtpo@rit.edu

(866) 385-7470 Ext. 2919

www.rit.edu/~outreach/course.php3?CourseID=54

Atlantic OSHA Training Center

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: crooksje@umdnj.edu

(732) 235-9455

<https://ophp.umdj.edu/wconnect/ShowSchedule.awp?~~GROUP~AOTCON~10~>

Keene State College

Manchester, NH

Leslie Singleton

e-mail: lsingleton@keene.edu

(800) 449-6742

www.keene.edu/courses/print/courses_oshacfm

2. List of trainers and training schedules for OSHA outreach training at:

www.OutreachTrainers.org

3. NYS Department of Labor website for scheduled outreach training at:

www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITE_CONSULTATION.shtm

THIS IS A **PUBLIC WORK PROJECT**

Any worker, laborer, or mechanic employed on this project is entitled to receive the ***prevailing wage and supplements*** rate for the classification at which he/she is working.

*Chapter 629
of the
Labor Laws
of 2007*

**These wages are set by law and
must be posted at the work site.**

They can also be found at

www.labor.state.ny.us

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

Albany	(518) 457-2744	Newburgh	(845) 568-5398
Binghamton	(607) 721-8005	Patchogue	(631) 687-4886
Buffalo	(716) 847-7159	Rochester	(585) 258-4505
Garden City	(516) 228-3915	Syracuse	(315) 428-4056
New York City	(212) 775-3568	Utica	(315) 793-2314
		White Plains	(914) 997-9507

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

Contractor Name:

Project Location:



Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is for each hour worked, some classifications require the payment or provision of supplements for each hour paid (including paid holidays on which no work is performed) and/or may require supplements to be paid or provided at a premium rate for premium hours worked.

Effective Dates

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

Apprentice Training Ratios

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

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

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

Title (Trade)	Ratio
Boilermaker	1:1,1:3
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
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 - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-775-3568	212-775-3579
Bureau of Public Work - Patchogue	631-687-4883	631-687-4904
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Fulton County General Construction

Asbestos Worker

07/01/2008

JOB DESCRIPTION Asbestos Worker

DISTRICT 9

ENTIRE COUNTIES

Albany, Clinton, Essex, Franklin, Fulton, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES

Per hour

07/01/2007

Asbestos Worker

Removal & hazardous
abatement Only

\$ 20.83

Only for the removal of insulation materials from mechanical systems which are not going to be scrapped.

SUPPLEMENTAL BENEFITS

Per hour paid

Journeyman

\$ 14.65

OVERTIME PAY

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

HOLIDAY

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.

9-201North

Boilermaker

07/01/2008

JOB DESCRIPTION Boilermaker

DISTRICT 1

ENTIRE COUNTIES

Albany, Broome, Chenango, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

WAGES

Per hour

07/01/2008

10/01/2008

Boilermaker

\$ 28.55

\$ 29.65

SUPPLEMENTAL BENEFITS

Per hour worked

Journeymen

\$ 8.96

\$ 8.96

Plus

Plus

36.6%

36.6%

of

of

Wage

Wage

OVERTIME PAY

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

* DOUBLE TIME AFTER TEN HOURS ON MON.-SAT.

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 10, 11, 15) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

(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.

00820 - 21

All Apprentices get same benefits as Journeyman.

1-197

Carpenter - Building

07/01/2008

JOB DESCRIPTION Carpenter - Building

DISTRICT 1

ENTIRE COUNTIES

Albany, Fulton, Montgomery, Rensselaer, Schenectady, Schoharie

WAGES

Per hour:

	07/01/2008	01/01/2009 Additional	06/01/2009 Additional
Carpenter	\$ 25.20	\$.40	\$ 1.75
Floor Coverer	25.20	.40	1.75
Carpet Layer	25.20	.40	1.75
Dry-Wall	25.20	.40	1.75
Lather	25.20	.40	1.75
Piledriver	25.70	.40	1.75
Diver-Wet Day	58.75	0.00	1.25*
Diver -Dry Day	26.20	.40	1.75
Diver Tender	26.20	.40	1.75
Welder	25.20	.40	1.75

State or Federal designated hazardous site, requiring protective gear shall be an additional \$1.50 PER HOUR.

*Divers \$1.25 raise becomes effective on July 1st of each year, not June 1st.

SUPPLEMENTAL BENEFITS

Per hour worked:

Carpenter \$ 13.915

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

One year terms at the following percentage of Journeyman's base wage:

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental Benefits per hour worked

Carpenter	
1st year term	\$ 6.345
2nd year term	10.12
3rd year term	13.915
4th year term	13.915

1-370

Carpenter - Heavy&Highway

07/01/2008

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Albany, Fulton, Montgomery, Rensselaer, Schenectady, Schoharie

WAGES

Per hour

	07/01/2008	07/01/2009 Additional
Carpenter	\$ 25.74	\$ 1.80 00820 - 22

Millwrights	25.74	1.80
Piledriver	25.74	1.80
Diver - Wet Day	58.75	1.25
Diver - Dry Day	26.74	1.80
Tender	26.74	1.80

State or Federal designated hazardous site, requiring protective gear shall be an additional \$1.50 per hour.
Certified welders when required to perform welding work will receive an additional \$1.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 13.90

OVERTIME PAY

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

HOLIDAY

Paid: See (2, 17) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

One year terms at the following percentage of Journeyman's base wage

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental Benefits per hour worked

1st year terms	\$ 6.36
2nd year terms	10.135
3rd year terms	13.90
4th year terms	13.90

1-370H/H

Electrician

07/01/2008

JOB DESCRIPTION Electrician

DISTRICT 1

ENTIRE COUNTIES

Albany, Columbia, Fulton, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES

Greene: All of the city of Catskill and that portion of the county that lies north of Route 23A.

Otsego: Only the Towns of Decatur and Worcester

WAGES

Per hour

07/01/2008

06/01/2009

Additional

Electrician	\$ 29.75	\$ 1.61
Audio/Sound	29.75	1.61
Video	29.75	1.61
Tele-Data	29.75	1.61
Certified Welder	32.73	1.61

An additional 5% above rate for work over 30' above floor when working on tooth picks, structural steel, temp. platforms, swing scaffolds & boatswain chairs.

An additional 10% above rate on towers & smoke stacks over 100' high.

An additional 20% above rate in shafts over 25' deep or tunnels over 50' lg that are under construction.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 15.31
+3% of
Wage

OVERTIME PAY

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

* DOUBLE TIME AFTER 10 HOURS ON SATURDAY

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

1st Shift	8:00 AM to 4:30 PM	REGULAR RATE
2nd Shift	4:30 PM to 12:30 AM	REGULAR RATE PLUS 10%
3rd Shift	12:30 AM to 8:00 AM	REGULAR RATE PLUS 15%

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

1000 hour terms at the following percentage of Journeyman's wage.

6mo	1yr
40%	45%

1500 hour terms at the following percentage of Journeyman's wage.

2nd yr	3rd yr	4th yr	5th yr
50%	60%	70%	80%

Supplemental Benefits per hour worked

1st term	\$ 8.20*
2nd term	8.20*
All others	15.31*

*Note - Plus 3% of wage.

1-236

Elevator Constructor

07/01/2008

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Essex, Franklin, Fulton, Hamilton, Herkimer, Montgomery, Oneida, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES

Columbia: Only the Townships of Stuyvesant, Kinderhook, Chatham, Canaan, Stockport, Ghent, Austerlitz, Greenport, Claverack, Hillsdale and New Lebanon.

Greene: Towns of Durham, Greenville, New Baltimore, Cosacki, Ciro, & Athens

WAGES

Per hour	07/01/2008	01/01/2009
Mechanic	\$ 35.46	Additional \$ 3.00
Helper	70% of Mechanic Wage Rate	

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 16.285 +8% of wage
Helper	16.285 +6% of wage

OVERTIME PAY

See (D, O) on OVERTIME PAGE

00820 - 24

Page 20

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

1st 6mo	2nd 6mo	2nd yr	3rd yr	4th yr
50 %	55 %	65 %	70 %	80 %

Supplemental Benefits per hour worked

Apprentices \$ 16.285
+6%
of wage

1-35

Glazier

07/01/2008

JOB DESCRIPTION Glazier

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES

Per hour

07/01/2008

Glazier \$ 23.10
High Rate* 29.00

*When working on Swing Stage or Lift 100 feet or more in height, measured from the ground level up.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 11.48
Journeyman
High Rate 15.73

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

One Half Year (900 hr) terms at the following percentage of Journeyman's wage or High Rate as applicable.

1st	2nd	3rd	4th	5th	6th	7th	8th
35%	45%	55%	65%	75%	85%	90%	95%

Supplemental Benefits per hour worked

Apprentice \$ 11.48
Apprentice
High Rate 15.73

1-201

Insulator - Heat & Frost

07/01/2008

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 1

ENTIRE COUNTIES

Albany, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Sullivan, Ulster, Warren, Washington

WAGES

00820 - 25

Per Hour	07/01/2008	05/01/2009 Additional
Asbestos Worker	\$ 26.34	\$ 1.50
Insulator	\$ 26.34	1.50
Firestopping Worker*	\$ 22.39	1.50

* On Mechanical Systems only.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 16.20

OVERTIME PAY

See (*B1, **Q) on OVERTIME PAGE

*B1=Double time begins after 10 hours on Saturday

**Q=Triple time on Labor Day if worked.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

one year terms at the following percentage of Journeyman's wage.

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

Supplemental Benefits per hour worked:

Apprentices \$ 16.20

1-40

Ironworker 07/01/2008

JOB DESCRIPTION Ironworker

DISTRICT 7

ENTIRE COUNTIES

Franklin, Herkimer, Lewis, Oneida, St. Lawrence

PARTIAL COUNTIES

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

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

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

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

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

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

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

WAGES

Per hour	07/01/2008
Structural/Reinforcing	\$ 23.13
Mach. Mover/Ornamental	23.13
Stone Derrickman	23.13
Chain Link Fence	23.13
Sheeter Bucker-Up	23.13
Sheeter Ironworker	23.13
Pre-engineered Buildings	23.13
Window Erector	23.13
Precast Erector	23.13
Welder	23.13

SUPPLEMENTAL BENEFITS

Per hour worked: 07/01/2008

Journeyman \$ 19.26

OVERTIME PAY

00820 - 26

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour

(Hour) terms at the following percentage of Journeyman's wage.

	to 1500	to 3000	to 4500	to 6000
07/01/2008	\$ 15.00	\$ 17.00	\$ 19.00	\$ 21.00

Supplemental Benefits per hour worked:

	to 1500	to 3000	to 4500	to 6000
07/01/2008	\$ 8.10	\$ 12.90	\$ 13.59	\$ 14.27

7-440

Ironworker

07/01/2008

JOB DESCRIPTION Ironworker

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Delaware, Essex, Greene, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington.

PARTIAL COUNTIES

Fulton: Only the Townships of Broadalbin, Mayfield, Northampton, Bleecker and Johnstown.

Hamilton: Only the Townships of Hope, Benson and Wells.

Montgomery: Only the Townships of Florida, Amsterdam, Charleston, Glen, Mohawk and Root.

Otsego: Only the Towns of Unadilla, Butternut, Morris, Otego, Oneonta, Laurens, Millford, Maryland and Worcester.

WAGES

Per hour 07/01/2008

Ornmental	\$ 25.65
Reinforcing	25.65
Rodman	25.65
Sheeter Bucker-up	25.78
Structural & Precast	25.65
Mover/Rigger	25.65
Fence Erector	25.65
Stone Derrickman	25.65
Sheeter	25.90
Curtain Wall Installer	25.65
Metal Window Installer	25.65

SUPPLEMENTAL BENEFITS

Per hour worked

JOURNEYMAN \$ 19.06

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

one YEAR TERMS AT THE FOLLOWING WAGE RATES:

1st yr	\$ 15.00
2nd yr	17.00
3rd yr	19.00
4th yr	21.00

Supplemental Benefits per hour worked

1st year	\$ 8.00
2nd year	14.93
3rd year	15.92
4th year	16.91

Laborer - Building

07/01/2008

JOB DESCRIPTION Laborer - Building

DISTRICT 7

ENTIRE COUNTIES

Hamilton, Herkimer, Madison, Oneida

PARTIAL COUNTIES

Fulton: Only the Townships of Stratford, Caroga, Oppenheim and Ephrata.

Montgomery: Only the Townships of Minden, Palantine, Canajoharie, Rootand St. Johnsville.

WAGES

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.

WAGESper hour:	07/01/2008	07/01/2009	07/01/2010
Building Laborer:		Additional	Additional
Group # 1	\$ 19.55	\$ 1.45	\$1.45
Group # 2	19.70	1.45	1.45
Group # 3	19.95	1.45	1.45
Group # 4	20.05	1.45	1.45
Group # 5	21.05	1.45	1.45
Group # 6	20.65		

SUPPLEMENTAL BENEFITS

Per hour worked:

	07/01/2008
All groups	\$ 10.89

OVERTIME PAY

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

*When an employee has worked between 16 and 32 hours.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(Hour) terms at the following percentage of Journeyman's wage.

to 1000	to 2000	to 3000	to 4000
60%	70%	80%	90%

Supplements per hour worked:

All terms	\$ 10.89
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7-35

Laborer - Building

07/01/2008

JOB DESCRIPTION Laborer - Building

DISTRICT 1

ENTIRE COUNTIES

Schenectady, Schoharie

PARTIAL COUNTIES

Fulton: Only the Townships of Bleeker, Mayfield, Northampton, Johnstown,Broadalbin and Perth.

Montgomery: Only the Townships of Mohawk, Glen, Charleston, Amsterdam, and Florida.

Saratoga: Only the Townships of Day, Hadley, Edinburg, Corinth, Moreau,South Glens Falls, Providence, Greenfield, Wilton, Galway,

Northumberland, Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park.

WAGES

Per hour	07/01/2008	07/01/2009	07/01/2010
		Additional	Additional
Group #1:			
All Classifications	\$ 22.08	\$ 1.55	\$ 1.65
except as noted in			
Groups 2 & 3			

Group #2:

Blaster, Wagon, Drill Operator, Metal

Formsetter (sidewalk), Well Pointing &

Laser Operator

22.53

1.55

1.65

Group #3:

Handling of Asbestos

or Toxic Materials

23.43

1.55

1.65

SUPPLEMENTAL BENEFITS

Supplemental Benefits per hour worked

Journeyman

\$ 13.01

OVERTIME PAY

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

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

1000 Hour terms at the following percentage of Journeyman's basic hourly wage.

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

Supplemental Benefits per hour worked

Apprentices

\$ 13.01

1-157

Laborer - Heavy&Highway

07/01/2008

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 7

ENTIRE COUNTIES

Hamilton, Herkimer, Madison, Oneida

PARTIAL COUNTIES

Fulton: Only the Townships of Stratford, Caroga, Oppenheim and Ephrata.

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

WAGES

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.

Per hour:	07/01/2008	07/01/2009	07/01/2010
Heavy/Highway Laborer:		Additional	Additional
GROUP # A	\$ 23.15	\$ 1.90	\$ 2.00
GROUP # B	23.35	1.90	2.00
GROUP # C	23.55	1.90	2.00
GROUP # D	23.75	1.90	2.00

An additional \$2.00 to hourly rate when required to use or wear protective equipment on a Federal or State designated hazardous site.
Governmental mandated night work, (single irregular shift): Additional \$2.00/hr.

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 13.79

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour:

(Hour) terms at the following percentage of Journeyman's wage.

to 1000	to 2000	to 4000
65%	70%	80%

Supplements per hour worked:

All terms \$ 13.79

7-35/2h

Laborer - Heavy&Highway

07/01/2008

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Schenectady, Schoharie

PARTIAL COUNTIES

Fulton: Only the Townships of Bleeker, Mayfield, Northampton, Johnstown, Broadalbin and Perth.

Montgomery: Only the Townships of Mohawk, Glen, Charleston, Amsterdam, and Florida.

Saratoga: 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

WAGES

GROUP # A:

Basic, Drill Helper, Flagman, Outboard and Hand Boats.

GROUP # B:

Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of Steelmesh, 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, 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 Paver/Raker and Powderman.

GROUP # D:

Blasters, Metal Form Setters (sidewalk), Stone or Granite Curb Setters.

WAGES per hour	07/01/2008	07/01/2009 Additional	07/01/2010 Additional
Group # A	\$ 23.54	\$ 1.90	\$ 2.00
Group # B	23.74	1.90	2.00
Group # C	23.94	1.90	2.00
Group # D	24.14	1.90	2.00

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.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 13.40

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

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Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

1000 HOUR TERMS AT THE FOLLOWING PERCENTAGE OF JOURNEYMAN'S BASE WAGE

1ST	2ND	3RD	4TH
65 %	70 %	80 %	80 %

Supplemental Benefits per hour worked

Apprentices \$ 13.40

1-157h/h

Lineman Electrician

07/01/2008

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

Includes Teledata Work within Ten feet of High Voltage Transmission Lines

	07/01/2008	05/04/2009
Lineman/Tech./Welder	\$ 42.19	\$ 44.30
Cable splicer	42.19	44.30
Digging Machine Operator	37.97	39.87
Tractor Trailer Driver	35.86	37.66
Groundman/Truck Driver	33.75	35.44
Mechanic 1st Class	33.75	35.44
Flagman	25.31	26.58

Additional 1.00 per hr.for entire crew when a helicopter is used.

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/Welder	\$ 40.98	\$ 43.08
Digging Machine Operator	36.88	38.77
Tractor Trailer Driver	34.83	36.62
Groundman/Truck Driver	32.78	34.46
Mech. 1st Class	32.78	34.46
Flagman	24.59	25.85
Certified WelderPipe Type Cable	43.03	45.23
Cable Splicer pipe type cable	45.08	47.39

Additional 1.00 per hour for entire crew when a 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 /Techician	\$ 39.67	\$ 41.78
Welder/Cable Splicer	39.67	41.78
Digging Machine Operator	35.70	37.60
Tractor Trailer Driver	33.72	35.51
Groundman/Truck Driver	31.74	33.42
Mechanic 1st Class	31.74	33.42
Flagman	23.80	25.07

Additional 1.00 per.hr.for entire crew when a helicopter is used.

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/Technician	\$ 39.67	\$ 41.78
Cable Splicer pipe type cable	43.64	45.96
Certified Welder pipe type	41.65	43.87
Digging Machine Operato	35.70	37.60
Tractor Trailer Driver	33.72	35.51
Mechanic 1st Class	31.74	33.42
Groundman/Truck Driver	31.74	33.42
Flagman	23.80	25.07

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

Above rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work"

SUPPLEMENTAL BENEFITS

Per hour worked including holidays listed below:

The following SUPPLEMENTAL benefits apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.

\$ 12.00	12.25
*plus 7% of	*plus 7% of
hourly wage paid	hourly wage paid

OVERTIME PAY

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

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

1st shift	8:00 AM to 4:30 PM REGULAR RATE
2nd shift	4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 %
3rd shift	12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 %

HOLIDAY

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

REGISTERED APPRENTICES

(1000) hr terms at the following percentage of Jourmeyman's wage.

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

Supplemental Benefits per hour worked:

The following SUPPLEMENTAL benefits apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.

\$ 12.00	12.25
*plus 7% of	*plus 7% of
hourly wage paid	hourly wage paid

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

6-1249a

Lineman Electrician - Teledata

07/01/2008

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

FOR WORK OUTSIDE BUILDING PROPERTY LINES.

07/01/2008

Cable Splicer	\$ 24.85
Installer/Repairman	23.60
Teledata Lineman	23.60
Technician/Equip Oper	23.60
Groundman	12.51

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

SUPPLEMENTAL BENEFITS

Per hour worked:

\$4.43
*plus 3% of hourly
wage paid

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal Lighting

07/01/2008

JOB DESCRIPTION Lineman Electrician - Traffic Signal Lighting

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

	07/01/2008	05/04/2009
Certified Welder	\$ 38.20	\$ 40.16
Lineman/Technician	36.38	38.25
Digging Mach	32.74	34.43
Tractor trailer driver	30.92	32.51
Groundman Truck Driver	29.10	30.60
Mechanic 1st Class	29.10	30.60
Flagman	21.83	22.95

Above rates applicable on all Lighting and Traffic Signal Systems with the installation, testing, operation, maintenance and repair of all traffic control and illumination projects, traffic monitoring systems, road weather information systems and the installation of Fiber Optic Cable.

SUPPLEMENTAL BENEFITS

Per hour worked:

The following SUPPLEMENTAL BENEFITS apply to all classifications including apprentices.

\$ 12.00	\$12.25
*plus 6.5% of hourly wage paid	*plus 6.5% of hourly wage paid

NOTE: Additional \$1.00 per hr. for entire crew when a helicopter is used.

*NOTE: The 6.5% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: DOUBLE TIME FOR ALL EMERGENCY WORK DESIGNATED BY THE DEPT. OF JURISDICTION.

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

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

HOLIDAY

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.

REGISTERED APPRENTICES

(1000) hour terms at the following percentage of Journeymans Wage.

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

6-1249a-LT

Lineman Electrician - Tree Trimmer

07/01/2008

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

Applies to line clearance, tree work and right-of-way preparation on all new or existing overhead electrical, telephone and CATV lines.

07/01/2008

Tree trimmer	\$ 21.22
Equip Operator	18.72
Mechanic	18.72
Truck Driver	15.82
Ground person	12.99
Flag person	9.25

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 5.60
*plus 3% of
hourly wage paid

Supplements paid at STRAIGHT TIME rate for holidays.

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 10, 15, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 10, 15, 16) on HOLIDAY PAGE

6-1249TT

Mason - Building

07/01/2008

JOB DESCRIPTION Mason - Building

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES

Per hour 07/01/2008

Marble, Tile, Slate
& Terrazzo

Setter	\$ 26.81
Finisher	21.05

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SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman Setter	\$ 14.89
Journeyman Finisher	12.71

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

Hour terms at the following percentage of Journeyman's wage

Setter:	
1st term 500 hours	60%
2nd term 1000 hours	80%
3rd term 500 hours	90%

Finisher:	
1st term 500 hours	70%
2nd term 1000 hours	80%
3rd term 500 hours	90%

Supplemental Benefits per hour worked

Setter:	
1st term	\$ 8.89
All others	14.89

Finishers:	
1st term	\$ 8.45
All others	12.71

1-2TS.1

Mason - Building

07/01/2008

JOB DESCRIPTION Mason - Building

DISTRICT 1

ENTIRE COUNTIES

Albany, Columbia, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES

Warren: Only the Townships of Bolton, Lake George, Lake Luzerne, Queensbury, Stony Creek, Thurman & Warrensburg.

WAGES

Per hour

	07/01/2008	05/01/2009 Additional	05/01/2010 Additional
Bricklayer	\$ 26.29	\$ 1.71	\$ 1.76
Cement Mason(Bldg)	26.29	1.71	1.76
Plasterer/Fireproofing*	26.29	1.71	1.76
Pointer/Caulker/Cleaner	26.29	1.71	1.76
Stone Mason	26.29	1.71	1.76

*Fireproofing of Structural only.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 15.39
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OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

00820 - 35

Wages per hour

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

1st	2nd	3rd	4th	5th	6th	7th	8th
55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st term	\$ 9.04
All others	15.39

1-2b.1

Mason - Heavy&Highway 07/01/2008

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Onondaga: All classifications except Cement Masons.

WAGES

Per hour	07/01/2008	07/01/2009 Additional
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Mason & Bricklayer	\$ 27.23	\$ 1.71
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SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 14.47
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OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

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

1st	2nd	3rd	4th	5th	6th	7th	8th
55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st term	\$ 8.72
All others	14.47

1-2hh.1

Millwright 07/01/2008

JOB DESCRIPTION Millwright

DISTRICT 1

ENTIRE COUNTIES

Albany, Fulton, Montgomery, Rensselaer, Schenectady, Schoharie

WAGES

Per hour: 07/01/2008

Millwright	\$ 26.09
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Millwright Welder & Hazardous Waste Work	27.34
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SUPPLEMENTAL BENEFITS

Per hour worked: 00820 - 36

Millwright \$ 13.90

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental Benefits per hour worked:

1st Year Term	\$ 6.36
2nd Year Term	10.884
3rd Year Term	11.638
4th Year Term	12.392

1-370

Operating Engineer - Building

07/01/2008

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES

Dutchess: Northern part of Dutchess (to the northern boundary line of City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedelt Road, then east along Bedelt Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44, and along Rt. 44 east to route 343, then along route 343 east to the northern boundary of Town of Dover Plains, and east along the northern boundary of Town of Dover Plains to Connecticut).
Herkimer: East of a North/South line through the Railroad Station at Little Falls.

WAGES

Master Mechanic:

CLASS A1:

Crane, Hydraulic Cranes, Tower Crane, Locomotive Crane, Piledriver, Cableway, Derricks, Whirlies, Dragline, Boom truck over 5 ton.

CLASS A:

Maintenance Engineer, Self-Contained Crawler Drill, Hydraulic Rock drill, shovel, All Excavators including rubber tire & full swing. 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, Tractor road paver, Boom Trucks 5 ton & under.

CLASS B:

Backhoe(rubber tired backhoe/loader combination), 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 C:

Forklift, High Lift, Lull, Oiler, Fireman and Heavy-duty Greaser, Boilers, Steam Generators, Vibrator, Mortar Mixer, Air Compressor, Dust Collector, Welding Machine, Well Point, Mechanical Heater, Generators, Temporary Light Plants, Electric Submersible Pump 4" and over, Murphy type diesel generator, Conveyor, Elevators, Concrete Mixer and Belcrete power pack (Belcrete system), Seeding & Mulching Machines, Pumps and Pump Truck.

* 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

07/01/2008

Class # A1

\$ 31.98

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Class # A	31.54
Class # B	30.63
Class # C	28.06

Cranes: over 150 ft add .50 per hr, Cranes: over 200 ft add 1.00 per hr, tower Cranes add .50 per hr over class A1 rate.

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.

SUPPLEMENTAL BENEFITS

Per hour paid

Journeyman \$ 17.37

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

1000 hours terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th
60% of	70% of	80% of	90% of
Class B	Class B	Class B	Class B

Supplemental Benefits per hour paid

All classes \$ 13.55

1-106b

Operating Engineer - Heavy&Highway 07/01/2008

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Albany, Broome, Chenango, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

PARTIAL COUNTIES

Dutchess: (*NOTE: This description is in effect up to 08/31/2006). *North of a West/East line through Dutchess County starting at the Northern Boundary of the City of Poughkeepsie.

(**NOTE: This change takes effect on 09/01/2006)**The part of Dutchess (defined by the northern boundary line of City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44, and along Rt. 44 east to route 343, then along route 343 east to the northern boundary of Town of Dover Plains, and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut, and bordered on the west by the middle of the Hudson River).

Herkimer: East of a North/South line through the Railroad Station at Little Falls.

WAGES

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:

A Frame(Winch Hoist on)Truck, Ballast Regulator(ride on) Bituminous Heater Self-Propelled, Concrete Pavement Spreaders and Finishers, Conveyor, Drill (core), Drill (well), Farm Tractor with Accessories, Fine Grade Machine, Fork Lift, Grout Pump, Gunite Machine, Hammers(hydraulic-self propelled); Hydra-Spiker(ride-on); Hydro-Blaster(water),Power Sweeper, Post Hole Digger & Post Driver, Roller(grade & fill), Scarifier(ride-on), Span Saw(ride-on) Tamper(ride-on), All ride-on Tie Extractors, Tie Handlers, Tie Spacers, Tie Inserters & Track Liners, Tractor(with towed access.), Vibratory Compactor, Vibro Tamp, Well Point, Tire repair, Skid Steer Bobcat or similar loader, Aggregate Plant, Boiler (used with production), Cement and bin Operator, Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants, Heaters Concrete Paver or Mixer (165 & under), Concrete Saw (self propelled), Form Tampér, Fireman, Hydralic Pump (jacking system) Mulching Machine, Oiler, Parapet concrete or pavement grinder, Power Broom (towed), Power Heaterman, Revinius Widener, Shell Winder, Steam Cleaner, Tractor, Directional Drilling Machine Locator, Pump Truck.

Master Mechanic	\$ 33.15
Class 1A	31.97
Class A	31.54
Class B	30.63
Class C	28.06

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

WAGES

Per Hour:

DIPPER, CLAMSHELL DREDGES & HYDRAULIC DREDGES	07/01/2008- 09/30/2008	10/01/2008
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CLASS A

Operator, Leverman, Lead Dredgeman	\$ 32.09	\$ 32.89
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CLASS B

Spider/Spill Barge Operator, Tug Operator(over1000hp), OperatorII, Fill Placer, Derrick Operator, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer	\$27.94	\$ 28.49
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Certified Welder, Boat Operator(licensed)	\$ 26.29	\$ 26.84
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CLASS C

Drag Barge Operator, Steward, Mate, Assistant Fill Placer, Welder (please add)	\$ 25.49 \$ 0.51	\$ 26.14 \$ 0.06
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Boat Operator	\$ 24.79	\$ 25.29
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CLASS D

Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor Oiler(please add)	\$ 20.64 \$ 0.09	\$ 21.09 \$ 0.09
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SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

	07/01/2008- 09/30/2008	10/01/2008
All Classes A & B	\$ 7.80 plus 7% of straight time wage	\$ 8.05 plus 7% of straight time wage
(overtime hours add)	\$ 0.63	\$ 0.63

All Class C	\$ 7.50 plus 7% of straight time wage	\$ 7.75 plus 7% of straight time wage
(overtime hours add)	\$ 0.48	\$ 0.48

All Class D	\$ 7.20 plus 7% of straight time wage	\$ 7.45 plus 7% of straight time wage
(overtime hours add)	\$ 0.23	\$ 0.23

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

00820 - 40

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarConst

Operating Engineer - Survey Crew

07/01/2008

JOB DESCRIPTION Operating Engineer - Survey Crew

DISTRICT 6

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: : The Northern portion of the county from the Northern boundry line of the City of Poughkeepsie North.

WAGES

Per hour:

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.

07/01/2008

Survey Rates:

Party Chief \$29.82

Instrument/Rodperson 27.05

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

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$16.30

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1 yr. or 1000 hrs.) terms at the following wage rates.

	1st	2nd	3rd
07/01/2008	16.23	18.94	21.64

Supplemental Benefits:

Per hour worked:

Apprentices \$16.30

6-545.D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

07/01/2008

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 6

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: the northern portion of the county from the northern boundry line of the City of Poughkeepsie north.

WAGES

Per hour:

00820 - 41

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.

Instrument Man- One who runs the instrument and assists the Party Chief.

Rodman- One who holds the rods and in general, assists the survey party.

07/01/2008

Survey Rates:

Party Chief \$29.82

Instrument/Rodperson 27.05

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

SUPPLEMENTAL BENEFITS

Per hour worked:

\$16.30

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid:

See (5, 6) on HOLIDAY PAGE

Overtime:

See (5, 6) on HOLIDAY PAGE

6-545 DCE

Operating Engineer - Trenchless Pipe Rehab 07/01/2008

JOB DESCRIPTION Operating Engineer - Trenchless Pipe Rehab

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:

07/01/2008

DSET/DSSET Operator \$ 31.50

Robotic Unit Operator 31.50

DDCC Injection Operator 31.50

Technician/Equipment Operator 27.00

AM Liner/Hydra Seal Installer 27.00

Hobas Pipe, Polyethylene Pipe or
Pull and Inflate Liner Inst. 27.00

SUPPLEMENTAL BENEFITS

Per Hour Worked

All Classifications \$ 11.34

OVERTIME PAY

See (B, H) on OVERTIME PAGE

HOLIDAY

Paid:

See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

At One Year Terms

(Per Hour)

First Year \$ 16.00

Second Year 16.75

Third Year 17.25 00820 - 42

Fourth Year 18.00

Supplemental Benifit
(Per Hour Worked)
All Terms

\$ 11.34

4-138TrchPRch

Painter

07/01/2008

JOB DESCRIPTION Painter

DISTRICT 1

ENTIRE COUNTIES

Albany, Fulton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie

WAGES

Per hour

	07/01/2008	05/01/2009 Additional	05/01/2010 Additional	05/01/2011 Additional
Brush,Roller,Spray	\$ 24.39	\$ 1.35	\$ 1.35	\$ 1.35
Dry Wall Taper	24.39	1.35	1.35	1.35
Paper Hanger	24.39	1.35	1.35	1.35
Epoxy, Scaffold	24.39	1.35	1.35	1.35
Sandblasting	24.39	1.35	1.35	1.35
Lead Abatement	25.39	1.35	1.35	1.35
Structural Steel*	25.39	1.35	1.35	1.35

*Employees working on objects with the use of swing stage, boatswain chair, pick and cables only will be paid at Structural Steel rate.
Structural Steel rate also applies to tanks over 100,000 gallons or over 20 feet high or under 55 feet wall height, towers, smoke stacks, flag poles.

Bridge Painter:

See Bridge Painter rates for the following work.

All Elevated Tanks and Shell Tanks over 55 feet wall height will be performed at the Bridge rate.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 6.37

OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

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

All Terms \$ 6.37

1-466-Z1

Painter - Heavy&Highway

07/01/2008

JOB DESCRIPTION Painter - Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

(Per Hour Worked)

07/01/2008

10/01/2008

STEEL:

" Bridge Painting	\$ 44.00	\$ 45.25
" ** Power Tool/Spray	\$ 50.00	\$ 51.25

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

SUPPLEMENTAL BENEFITS

(per hour paid)

Journeyman:	\$ 26.23	\$ 26.47
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OVERTIME PAY

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

Note: When calculating overtime pay for the Power Tool/ Spray classification, add Six dollars to the hourly overtime rate calculated for the " bridge painting" classification.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (*4, **6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(wage per hour Worked):

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

Apprentices:	1st	2nd	3rd
07/01/2008	40%	60%	80%

Supplemental Benefits:

(1)year term at the following dollar amount:

Apprentices:	1st	2nd	3rd
07/01/2008	\$ 21.47	\$ 26.47	\$ 26.47

9-DC-9/806/155-BrSS

Painter - Line Striping

07/01/2008

JOB DESCRIPTION Painter - Line Striping

DISTRICT 9

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per hour:

Painter (Striping-Highway):	07/01/2008
Striping-Machine Operator*	\$ 25.53
Linerman Thermoplastic	\$ 30.79

Note: *Includes Traffic Control

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2008
Journeyman:	\$ 9.97 + 7% of wage

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE
Overtime: See (5, 8, 11, 12, 15, 16, 17, 20, 21, 22) on HOLIDAY PAGE

9-8A/28A-LS

Painter - Metal Polisher

07/01/2008

JOB DESCRIPTION Painter - Metal Polisher

00820 - 44

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

07/01/2008

Metal Polisher

\$ 23.10*

*Note: All workers shall be paid an additional premium in an amount equal to twenty (20%) percent of their basic straight time rate of pay for all time worked on hanging scaffolds and on standing scaffolds while working more than 34 feet off the ground. Such premium are to be paid on top of their straight time or overtime, whichever is applicable. This also applies to employees erecting scaffolding.

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2008

Journeyman:

\$ 11.02

OVERTIME PAY

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

HOLIDAY

Paid:

See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

Overtime:

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

REGISTERED APPRENTICES

55% of Basic Polisher Rate

9-8A/28A-MP

Plumber

07/01/2008

JOB DESCRIPTION Plumber

DISTRICT 1

ENTIRE COUNTIES

Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie

PARTIAL COUNTIES

Hamilton: Only the Towns of Arietta, Benson, Hope, Indian Lake, Inlet, Lake Pleasant, Morehouse and Wells.
Saratoga: Only the Towns of Charlton, Clifton Park, Galway, Halfmoon, Milton, Stillwater and Waterford.

WAGES

Per hour:

Plumber:

07/01/2008

05/01/2009

Pipefitter, Steamfitter

\$ 30.31

\$ 31.41

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman

\$ 17.45

\$ 18.62

OVERTIME PAY

Overtime Pay See (B1,Q) on OVERTIME PAGE.

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

One 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:

Apprentices

07/01/2008
\$ 17.45

05/01/2009
\$ 18.62

1-7-SF

Roofer

07/01/2008

JOB DESCRIPTION Roofer

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Warren, Washington

WAGES

Per hour

07/01/2008

06/01/2009

Additional

Roofer/Waterproofer

\$ 23.65

\$ 1.50

Pitch & Asbestos

24.65

1.50

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman

\$ 10.62

OVERTIME PAY

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

* 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

REGISTERED APPRENTICES

Wages per hour

(1/2) year terms at the following per cent of the Roofer's rate.

1st yr 1st half 50%

1st yr 2nd half 58%

2nd yr 1st half 66%

2nd yr 2nd half 74%

3rd yr 1st half 82%

3rd yr 2nd half 90%

Supplemental Benefits per hour worked

1st yr 1st half \$ 9.20

1st yr 2nd half 9.39

2nd yr 1st half 9.62

2nd yr 2nd half 9.82

3rd yr 1st half 10.05

3rd yr 2nd half 10.25

1-241

Sheetmetal Worker

07/01/2008

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES

Per hour

07/01/2008

06/01/2009

Additional

Sheetmetal Worker

\$ 26.68

\$ 2.15

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman

\$ 19.09

OVERTIME PAY

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

* Double time after 8 hours on Saturdays.

HOLIDAY

00820 - 46

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

REGISTERED APPRENTICES

Wages per hour

1st term	\$ 12.80	Same Percentage of new Journeyman rate
2nd term	13.66	
3rd term	14.51	
4th term	15.08	
5th term	16.01	
6th term	17.34	
7th term	18.68	
8th term	20.01	
9th term	21.34	
10th term	22.68	

Supplemental Benefits per hour worked

1st term	\$ 12.84
2nd term	13.08
3rd term	13.33
4th term	13.49
5th term	15.85
6th term	16.26
7th term	16.66
8th term	17.06
9th term	17.47
10th term	17.87

1-83

Sprinkler Fitter

07/01/2008

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour

	07/01/2008	01/01/2009	04/01/2009	01/01/2010
Sprinkler Fitter	\$ 29.90	\$ 29.90	\$ 30.65	\$ 30.65

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 16.30	\$ 17.30	\$ 17.30	\$ 18.35
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
50%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

	07/01/2008	01/01/2009	04/01/2009	01/01/2010
1st & 2nd terms	\$ 7.06	\$ 7.71	\$ 7.71	\$ 8.41

3rd & 4th terms	\$ 11.30	\$ 12.05	\$ 12.05	\$ 12.85
All others	\$ 16.30	\$ 17.30	\$ 17.30	\$ 18.35

1-669

Teamster - Building 07/01/2008

JOB DESCRIPTION Teamster - Building

DISTRICT 1

ENTIRE COUNTIES

Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES

Warren: Only the Townships of Bolton, Warrensburg, Thurman, Stony Creek, Lake George, Lake Luzerne and Queensbury.

WAGES

GROUP # A:

Straight trucks, winch, transit mix on the site, road oilers, dump trucks, pick-ups, panel, water trucks, fuel trucks on the site (including nozzle).

GROUP # B:

Low boy or Low boy trailer, Euclids or similar equipment.

WAGES per hour	07/01/2008	07/01/2009	07/01/2010
Group # A	\$ 23.57	\$ 24.22	\$ 24.87
Group # B	23.87	24.52	25.17

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 11.56	\$ 12.46	\$ 13.46
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OVERTIME PAY

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

HOLIDAY

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

1-294

Teamster - Heavy&Highway 07/01/2008

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES

Warren: Only the Townships of Bolton, Warrensburg, Thurman, Stony Creek, Luzerne, Caldwell, and Queensbury.

WAGES

GROUP #1:

Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axel Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers.

GROUP #2:

Tandems and Batch Trucks, Mechanics, Dispatcher.

GROUP #3:

Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

GROUP #4:

Specialized Earth Moving Equipment, Euclid type, or similar off-highway, where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck.

GROUP #5:

Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

WAGES per hour	07/01/2008	07/01/09	07/01/10	07/01/11
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Group #1	\$ 24.27	\$ 25.07	\$ 25.87	\$ 26.67
Group #2	24.32	25.12	25.92	26.72
Group #3	24.37	25.17	25.97	26.77
Group #4	24.52	25.32	26.12	26.92
Group #5	24.67	25.47	26.27	27.07

Hazardous waste projects that require a Level C or greater protection shall be paid an additional \$ 1.00 per hour. All employees who work a single irregular work shift starting between 5pm and 1 am on governmental mandated night shifts shall be paid an additional 1.50 per hour. For work bid on or after April 1, 1995, there shall be a 12 month carryover of the negotiated rate in effect at the time of the bid.

SUPPLEMENTAL BENEFITS

Per hour paid:

\$ 13.15	\$ 13.95	\$ 14.75	\$ 15.65
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

1-294h/h

Welder

07/01/2008

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2008

Welder (To be paid the same rate of the mechanic performing the work)

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

- (A) Time and one half of the hourly rate after 7 hours per day
- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday Double the hourly rate all additional Saturday hours
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays, if worked
- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays, if worked 00820 - 50

(U) Four times the hourly rate for Holidays, if worked

~~(V) Including benefits at SAME PREMIUM as shown for overtime~~

(W) Time and one half for benefits on all overtime hours.

NOTE: BENEFITS are PER HOUR WORKED, for each hour worked, unless otherwise noted

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day

DEPARTMENT OF LABOR - BUREAU OF PUBLIC WORK

Under Article 8 of the NYS Labor Law, when two final determinations have been rendered against a contractor, sub-contractor and/or its successor within any consecutive six-year period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements, or when one final determination involves falsification of payroll records or the kickback of wages and/or supplements, said contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work contract/sub-contract with the state, any municipal corporation or public body for a period of five years from the date of debarment.

NOTE: The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = NYS Dept. of Labor; NYC = New York City Comptroller's Office; AG = NYS Attorney General's Office; DA = County District Attorney's Office.

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link,
<https://dbr.labor.state.ny.us/EDList/searchPage.do>

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
385 Services LLC	2657 State Highway 28	Portlandville	NY	13834
FEIN: 16-1466399	Barred Until 01/08/2009	Fiscal Officer Notes: DOL Multiple willful violations		

Company Name	Address	City	State	Zip Code
4-A General Construction Corp	131 47th Street	Brooklyn	NY	11232
FEIN: 11-3161355	Barred Until 01/25/2012	Fiscal Officer Notes: AG Plea Agreement with A.G.'s Office and Spiridon Anthoulis, Anastasia Anthoulis aka Stacey Gouzos as individuals		

Company Name	Address	City	State	Zip Code
A & D Contracting Corp	15 Pine Aire Drive	Bay Shore	NY	11706
FEIN: 11-3203983	Barred Until 08/01/2010	Fiscal Officer Notes: DOL Falsification of payroll records. Also Tommaso Allocca as an individual		

Company Name	Address	City	State	Zip Code
A A General Contractors Inc	1765 Mt Read Boulevard	Rochester	NY	14606
FEIN: 16-1319254	Barred Until 10/18/2009	Fiscal Officer Notes: DOL And W J Grinder Roofing as a substantially affiliated employer and Dominic Antonucci as an individual. Multiple willful violations		

Company Name	Address	City	State	Zip Code
A&T General Construction Inc	3 Alan B Shepard Place	Yonkers	NY	10705
FEIN: 13-3927478	Barred Until 12/11/2011	Fiscal Officer Notes: DOL And Nick Nitis as an individual - falsification of payroll records		

Company Name	Address	City	State	Zip Code
ACC Construction Corp	6 East 32nd St - 7th Fl	New York	NY	10016
FEIN: 11-2688758	Barred Until 05/25/2011	Fiscal Officer Notes: NYC Falsified records		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Ace Drywall Systems Inc	194 Ashland Place	Brooklyn	NY	11217
FEIN: 11-3095022	Barred Until 03/06/2013	Fiscal Officer Notes: NYC And Kazimierz Konopski individually - falsified payroll records		

Company Name	Address	City	State	Zip Code
Adam Deckman				
FEIN:	Barred Until	Fiscal Officer Notes: dba Deckman Painting		

Company Name	Address	City	State	Zip Code
ALJAA Construction Corporation	3755 Seneca Street	West Seneca	NY	14403
FEIN: 20-4695116	Barred Until 12/14/2010	Fiscal Officer Notes: DOL And Anne M DiPizio individually - as a substantially affiliated entity and/or successor of Diamond "D" Construction		

Company Name	Address	City	State	Zip Code
Allstate Concrete Cutting, Inc	635 Midland Avenue	Garfield	NJ	07026
FEIN: 11-3223101	Barred Until 07/09/2012	Fiscal Officer Notes: DOL And Robert O'Hanlon as an individual. Falsified payroll records		

Company Name	Address	City	State	Zip Code
American Weathertite Inc	P O Box 208	Clifton	NJ	07110
FEIN: 65-0465918	Barred Until 03/28/2010	Fiscal Officer Notes: DOL		

Company Name	Address	City	State	Zip Code
Amodio Russo	14 Brayron Road	Carmel	NY	10512
FEIN:	Barred Until 06/01/2010	Fiscal Officer Notes: As in individual and P&T Iron Works. Falsification of payroll records. Settlement Agreement with A.G.'s office		

Company Name	Address	City	State	Zip Code
Anastasia Anthoulis	131 47th Street	Brooklyn	NY	11232
FEIN:	Barred Until 01/25/2012	Fiscal Officer Notes: AG aka Stacey Gouzos - as an individual - See 4-A General Construction Corp		

Company Name	Address	City	State	Zip Code
Andres Alvarez	372 North Main Street	Lodi	NJ	07644
FEIN:	Barred Until 12/24/2009	Fiscal Officer Notes: See Corinthian Construction Co Inc		

Company Name	Address	City	State	Zip Code
Angelo Zaffuto	162 Atlantic Avenue	Lynbrook	NY	11563
FEIN:	Barred Until 09/29/2008	Fiscal Officer Notes: AG As an individual. See Zaffuto Construction Company Inc		

Company Name	Address	City	State	Zip Code
Anne M DiPizio	217 Strasmer Road	Depew	NY	14043
FEIN:	Barred Until 12/14/2010	Fiscal Officer Notes: DOL Individually - See ALJAA		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
ANS Welding Corp	111 Dale Street	West Babylon	NY	11704
FEIN: 11-1867262	Barred Until 06/09/2009	Fiscal Officer Notes: DOL Debarment period extended after additional willful violations		

Company Name	Address	City	State	Zip Code
Anthos Contracting Corp	131 47th Street	Brooklyn	NY	11232
FEIN: 11-2967327	Barred Until 01/25/2012	Fiscal Officer Notes: AG Plea Agreement with A.G.'s Office		

Company Name	Address	City	State	Zip Code
Aragona Construction Corp	5755 Newhouse Road	East Amherst	NY	14051
FEIN: 16-1552725	Barred Until 10/10/2012	Fiscal Officer Notes: DOL And Rosario Carrubba individually - falsified payroll records		

Company Name	Address	City	State	Zip Code
Aztec Plumbing & Heating Corp	153 Baywoods Lane	Bay Shore	NY	11706
FEIN: 11-6255761	Barred Until 03/19/2012	Fiscal Officer Notes: DA And John Bias as an individual - plea agreement with Suffolk County D.A.		

Company Name	Address	City	State	Zip Code
B & Z Development Inc	19 West Street	Spring Valley	NY	10977
FEIN: 13-3713559	Barred Until 02/22/2010	Fiscal Officer Notes: DOL dba Ben-Zvy Enterprises Inc and Erez Ben-Zvy as an individual.		

Company Name	Address	City	State	Zip Code
Ballagh General Contracting Inc	250 Kneeland Avenue	Yonkers	NY	10705
FEIN: 13-4157828	Barred Until 07/09/2012	Fiscal Officer Notes: DOL And Bernadette and Thomas Gornally, individually. Falsified payroll records		

Company Name	Address	City	State	Zip Code
Bat-Jac Construction Inc	62 Neulist Avenue	Port Washington	NY	11050
FEIN: 11-3391498	Barred Until 07/17/2009	Fiscal Officer Notes: DOL aka Bat-Jac Contracting Inc. a/k/a Bat-Jac Inc. and Kenneth Merz, president and one of its five largest shareholders and Steve Menzer, vice president and one of its five largest shareholders, as individuals. Falsified payrolls.		

Company Name	Address	City	State	Zip Code
Bat-Jac Contracting Inc				
FEIN: 11-3133524	Barred Until 07/17/2009	Fiscal Officer Notes: See Bat-Jac Construction Inc		

Company Name	Address	City	State	Zip Code
Bat-Jac Inc				
FEIN:	Barred Until 07/17/2009	Fiscal Officer Notes: See Bat-Jac Construction aka Bat-Jac Contracting		

Company Name	Address	City	State	Zip Code
Ben-Zvy Enterprises Inc	19 West Street	Spring Valley	NY	10977
FEIN: 13-3713559	Barred Until 02/22/2010	Fiscal Officer Notes: See B & Z Development Inc.		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Bernadette Gormally	250 Kneeland Avenue	Yonkers	NY	10705
FEIN:	Barred Until	Fiscal Officer Notes:		
	07/09/2012	As an individual. See Ballagh General Contracting		

Company Name	Address	City	State	Zip Code
Bernard Cohnen	193 Harwood Place	Paramus	NJ	07652
FEIN:	Barred Until	Fiscal Officer Notes:		
	05/14/2013	As an individual - See OT & T Inc.		

Company Name	Address	City	State	Zip Code
Best of Friends of Schenectady Constr Co	425 Hamilton Street	Schenectady	NY	12305
FEIN:	Barred Until	Fiscal Officer Notes:		
20-2105455	01/24/2011	DOL		

Company Name	Address	City	State	Zip Code
C J H Inc				
FEIN:	Barred Until	Fiscal Officer Notes:		
14-1830289	06/10/2010	See N F K Excavating and Construction Inc		

Company Name	Address	City	State	Zip Code
Cali Brothers Inc	1223 Park Street	Peekskill	NY	10566
FEIN:	Barred Until	Fiscal Officer Notes:		
13-3259286	09/12/2012	DOL And Joseph and Jeanette Calicchia individually - falsified payroll records		

Company Name	Address	City	State	Zip Code
Cappry Contracting Management Corp	1081 Coney Island Avenue	Brooklyn	NY	11230
FEIN:	Barred Until	Fiscal Officer Notes:		
06-1174437	02/09/2011	NYC Falsified payroll records		

Company Name	Address	City	State	Zip Code
Carl Babb				
FEIN:	Barred Until	Fiscal Officer Notes:		
	07/21/2008	As an individual - See Olympic Window Installers Inc		

Company Name	Address	City	State	Zip Code
Catenary Construction Corp	112 Hudson Avenue	Rochester	NY	14605
FEIN:	Barred Until	Fiscal Officer Notes:		
54-2129721	02/14/2011	DOL Subsidiary of Lancet Arch Inc.		

Company Name	Address	City	State	Zip Code
Charles J Pardee	261 Ball Road	Hastings	NY	13076
FEIN:	Barred Until	Fiscal Officer Notes:		
	03/16/2009	DOL As an individual. See Dalton Steel Inc.		

Company Name	Address	City	State	Zip Code
Charles Marangoudakis	25 Woodhill Lane	Manhasset	NY	11030
FEIN:	Barred Until	Fiscal Officer Notes:		
	08/16/2010	DOL Individually and Marangos Construction Corp and Tropic Construction Corp. Multiple willful violations		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Christina J Hoek				
FEIN:	Barred Until	Fiscal Officer Notes:		
	06/10/2010	See N F K Excavating and Construction Inc		

Company Name	Address	City	State	Zip Code
Christopher Nicholson	91 Newman Place	Buffalo	NY	14210
FEIN:	Barred Until	Fiscal Officer Notes:		
	10/19/2011	See Commercial System Construction		

Company Name	Address	City	State	Zip Code
Columbus General Construction Inc	914 Newkirk Avenue	Brooklyn	NY	11230
FEIN:	Barred Until	Fiscal Officer Notes:		
11-3357344	12/16/2009	AG And Mohammed A Rashid as an individual. Falsified business records. Plea agreement.		

Company Name	Address	City	State	Zip Code
Commercial Steel Inc	65 Corporate Park Drive	Central Square	NY	13036
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1557064	03/16/2009	DOL As a successor and/or substantially-owned affiliated entity with Dalton Steel Inc dba Pardee Construction - multiple willful violations		

Company Name	Address	City	State	Zip Code
Commercial System Construction	91 Newman Place	Buffalo	NY	14210
FEIN:	Barred Until	Fiscal Officer Notes:		
90-0066866	10/19/2011	DOL And Christopher Nicholson as an individual - falsification of payroll records		

Company Name	Address	City	State	Zip Code
Corinthian Construction Co Inc	372 North Main Street	Lodi	NJ	07644
FEIN:	Barred Until	Fiscal Officer Notes:		
13-3750033	12/24/2009	AG And Andres Alvarez as an individual. Plea agreement with A.G.'s Office		

Company Name	Address	City	State	Zip Code
D J Floors Inc	9276 Via Cimato Drive	Clarence Center	NY	14032
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1506339	08/29/2012	DOL And Donald Schwendler as an individual - falsified payroll records		

Company Name	Address	City	State	Zip Code
Dalton Steel Inc	197 U S Route 11	Central Square	NY	13036
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1557064	03/12/2009	DOL dba Pardee Construction and Shirley Pardee as an individual - multiple willful violations. Also Charles J Pardee as an individual.		

Company Name	Address	City	State	Zip Code
Darby General Contracting Inc	565 Oak Street	Copiague	NY	11726
FEIN:	Barred Until	Fiscal Officer Notes:		
11-3420817	08/04/2008	DOL dba Darby Glass Co - multiple willful violations		

Company Name	Address	City	State	Zip Code
Darby Glass Co				
FEIN:	Barred Until	Fiscal Officer Notes:		
11-3081390	08/04/2008	See Darby General Contracting Inc		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Deckman Painting	154 Pond View Parkway	Rochester	NY	14612
FEIN: 75-3173012	Barred Until 04/16/2012	Fiscal Officer Notes: DOL Adam Deckman dba Deckman Painting. Falsification of payroll records		

Company Name	Address	City	State	Zip Code
Dellapenna Brothers Inc	86 Olive Street	Johnson City	NY	13790
FEIN: 16-0964223	Barred Until 08/04/2008	Fiscal Officer Notes: DOL multiple willfuls - debarment period extended after additional violations		

Company Name	Address	City	State	Zip Code
Dennis Lounsbury Builders Inc	P O Box 220	Bulville	NY	10915
FEIN: 14-1538702	Barred Until 05/27/2009	Fiscal Officer Notes: DOL aka Lounsbury Erectors Inc.		

Company Name	Address	City	State	Zip Code
DePoalo and Son Building Contractors Inc	296 Morris Road	Schenectady	NY	12303
FEIN: 14-1507523	Barred Until 07/12/2009	Fiscal Officer Notes: DOL Multiple willful violations		

Company Name	Address	City	State	Zip Code
DG Pipeline Inc	312 Halseyville Road	Ithaca	NY	14850
FEIN: 74-2917157	Barred Until 09/06/2011	Fiscal Officer Notes: DOL and Douglas S Griffen, President and one of the five largest shareholders - falsified payrolls		

Company Name	Address	City	State	Zip Code
Diamond "D" Construction Corp	5270 Transit Road	Depew	NY	14043
FEIN: 16-1103218	Barred Until 12/14/2010	Fiscal Officer Notes: DOL And Joseph DiPizio individually and as its president. Falsification of payroll records		

Company Name	Address	City	State	Zip Code
Diracon Commercial Contractors	310 Maple Avenue	New Hampton	NY	10958
FEIN: 08-1681415	Barred Until 05/18/2009	Fiscal Officer Notes: DOL And Rebecca Gatto-Wood as an individual. Falsified payrolls.		

Company Name	Address	City	State	Zip Code
DJH Mechanical Associates Ltd	155 Kingsbridge Road East	Mount Vernon	NY	10552
FEIN: 13-3373364	Barred Until 02/01/2011	Fiscal Officer Notes: DOL Falsified records - plea agreement		

Company Name	Address	City	State	Zip Code
Dominic Antonucci	1939 Town Line Road	Hilton	NY	14468
FEIN: 10-18/2009	Barred Until 10/18/2009	Fiscal Officer Notes: DOL As an individual. See A A General Contractors Inc and W J Grinder Roofing Company.		

Company Name	Address	City	State	Zip Code
Don Adams Roofing Inc	472 Commerce Street	Hawthorne	NY	10532
FEIN: 13-3455881	Barred Until 12/07/2010	Fiscal Officer Notes: DOL Plead guilty to a felony		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Donald Schwendler	9276 Via Cimato Drive	Clarence Center	NY	14032
FEIN:	Barred Until	Fiscal Officer Notes:		
	08/29/2012	As an individual. See D J Floors, Inc.		

Company Name	Address	City	State	Zip Code
Douglas S Griffen	312 Halseyville Road	Ithaca	NY	14850
FEIN:	Barred Until	Fiscal Officer Notes:		
	09/06/2011	See DG Pipeline Inc		

Company Name	Address	City	State	Zip Code
E Green Restoration & Roofing Inc	117 Hawley Street	Binghamton	NY	13901
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1561693	06/21/2009	DOL		

Company Name	Address	City	State	Zip Code
Eliyhu Benyamin	303 Ten Eyck Street	Brooklyn	NY	11206
FEIN:	Barred Until	Fiscal Officer Notes:		
	03/05/2010	As an individual. See W & B Mechanical Corp.		

Company Name	Address	City	State	Zip Code
Elizabeth A. Carr	P O Box 82	Valatie	NY	12184
FEIN:	Barred Until	Fiscal Officer Notes:		
	10/14/2008	dba Everlasting Slate - as an individual		

Company Name	Address	City	State	Zip Code
Emeis & Emeis General Contracting Corp	131 47th Street	Brooklyn	NY	11232
FEIN:	Barred Until	Fiscal Officer Notes:		
13-4103233	01/25/2012	AG Plea Agreement with A.G.'s Office		

Company Name	Address	City	State	Zip Code
Emes Heating & Plumbing Contr	5 Emes Lane	Monsey	NY	10952
FEIN:	Barred Until	Fiscal Officer Notes:		
13-2590780		DOL And Julius and Gita Behrend, as individuals. Parties entered into a voluntary agreement to be permanently debarred		

Company Name	Address	City	State	Zip Code
Enjem's Incorporated	111 South Main Street	Herkimer	NY	13350
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1038008	03/04/2009	DOL And Francis Enjem as an individual. Falsification of records.		

Company Name	Address	City	State	Zip Code
Enviroclean Services LLC	4245 Union Rd- Suite 210	Buffalo	NY	14225
FEIN:	Barred Until	Fiscal Officer Notes:		
26-0045677	09/07/2009	DOL		

Company Name	Address	City	State	Zip Code
Erez Ben-Zvy	19 West Street	Spring Valley	NY	10977
FEIN:	Barred Until	Fiscal Officer Notes:		
	02/22/2010	As an individual. See B & Z Development Inc		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name Buro Craft Restoration, Inc.	Address 41-12 Ditmars Blvd	City Long Island City	State NY	Zip Code 11105
FEIN: 13-3769924	Barred Until 10/14/2008	Fiscal Officer Notes: DOL And Savvas A. Savva (as an individual) Falsification of records and kickback of wages. Plea agreement with A.G.'s Office		
Company Name Everlasting Slate	Address P O Box 82	City Valatie	State NY	Zip Code 12184
FEIN: 22-3397381	Barred Until 10/14/2008	Fiscal Officer Notes: DOL And Elizabeth A. Carr and Sean Campion as individuals. Falsification of records		
Company Name Florence XVI Century Marble Inc	Address 120 Glen Head Road	City Glen Head	State NY	Zip Code 11545
FEIN: 11-3262505	Barred Until 08/03/2010	Fiscal Officer Notes: Falsification of payroll records - plea agreement		
Company Name Flower City Asbestos Inc	Address 850 St Paul Street	City Rochester	State NY	Zip Code 14605
FEIN: 16-1292474	Barred Until 08/18/2009	Fiscal Officer Notes: DOL Multiple willful violations		
Company Name Flower City Insulation Sales & Contractors	Address 137 Yorkton Street	City Webster	State NY	Zip Code 14580
FEIN: 16-1157832	Barred Until 08/03/2009	Fiscal Officer Notes: DOL Multiple willful violations		
Company Name Ford Construction Inc	Address 18-18 26th Street	City Astoria	State NY	Zip Code 11102
FEIN: 11-3167975	Barred Until 07/18/2010	Fiscal Officer Notes: DOL And Mohammed Ali Alvi and Mohammed Ali Alvi T/A Ford Masonry - falsification of records		
Company Name Ford Masonry	Address 18-18 26th Street	City Astoria	State NY	Zip Code 11102
FEIN:	Barred Until 07/18/2010	Fiscal Officer Notes: DOL And Mohammed Ali Alvi individually and Ford Construction Inc. Falsification of payroll records		
Company Name Foundation Construction Consultants Inc	Address 294 20th Street	City Brooklyn	State NY	Zip Code 11215
FEIN: 11-2761496	Barred Until 05/20/2008	Fiscal Officer Notes: NYC Multiple willfuls and falsification of payroll records		
Company Name Francis Enjem	Address 111 South Main Street	City Herkimer	State NY	Zip Code 13350
FEIN:	Barred Until 03/04/2009	Fiscal Officer Notes: As an individual. See Enjem's Incorporated.		
Company Name Franco Paints Inc	Address 159 92nd Street	City Brooklyn	State NY	Zip Code 11209

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

FEIN: Barred Until 08/07/2008 **Fiscal Officer Notes:** NYC And Mida Painting Ltd, Nicholas Kallergis and Stamatia Kallergis, as individuals. Assurance of Discontinuance/Settlement Agreement

Company Name	Address	City	State	Zip Code
Frank Baker	24 Edna Drive	Syosset	NY	11791

FEIN: Barred Until 05/14/2013 **Fiscal Officer Notes:** As an individual - See OT & T Inc.

Company Name	Address	City	State	Zip Code
Frank J Tucck & Son Inc	92 North Route 9W	Congers	NY	10920

FEIN: Barred Until 01/29/2012 **Fiscal Officer Notes:** DOL

Company Name	Address	City	State	Zip Code
Frank Lobene Jr	13 Cheviot Lane	Rochester	NY	14624

FEIN: Barred Until 10/18/2010 **Fiscal Officer Notes:** As an individual - See Lobene Painting Inc.

Company Name	Address	City	State	Zip Code
G A Falcone Construction Inc	253 Commonwealth Avenue	Buffalo	NY	14216

FEIN: Barred Until 08/07/2012 **Fiscal Officer Notes:** DOL Multiple willful violations

Company Name	Address	City	State	Zip Code
GBA Contracting Corp	4015 21st Avenue	Astoria	NY	11105

FEIN: Barred Until 01/11/2013 **Fiscal Officer Notes:** DOL And Griogorios Bellos individually - falsified payroll records

Company Name	Address	City	State	Zip Code
George Begakis				

FEIN: Barred Until 10/04/2011 **Fiscal Officer Notes:** As an individual - see Aegean General Contracting Inc - Debarment period has been extended for George Begakis as per A.G.'s Plea Agreement

Company Name	Address	City	State	Zip Code
George Bush	19 Hoffman Drive	Latham	NY	12118

FEIN: Barred Until 01/14/2009 **Fiscal Officer Notes:** DOL Falsification of payroll records

Company Name	Address	City	State	Zip Code
George Lucey, Manual Tobio(see note)	150 Kings Street	Brooklyn	NY	11231

FEIN: Barred Until **Fiscal Officer Notes:** NYC Manuel P Tobio and Lake Constr and Development Corp (individually and as a whole) grand larceny, falsified records, debarred permanently

Company Name	Address	City	State	Zip Code
Gerasimo Andrianis	22-15 47th Street	Astoria	NY	11105

FEIN: Barred Until 08/03/2011 **Fiscal Officer Notes:** AG As an individual. See Rainbow Renovations Inc

Company Name	Address	City	State	Zip Code
Greg Suraci	364 Bleaker Road	Rochester	NY	14609

FEIN: Barred Until **Fiscal Officer Notes:**

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

02/06/2013

As an individual - see Suraci Enterprises

Company Name	Address	City	State	Zip Code
Gregory Kloepfer	248 Lein Road	West Seneca	NY	14224

FEIN:	Barred Until	Fiscal Officer Notes:
	10/06/2009	DOL As an individual. See Kloepfer's Floor Covering

Company Name	Address	City	State	Zip Code
Griogorios Bellos	4015 21st Avenue	Astoria	NY	11105

FEIN:	Barred Until	Fiscal Officer Notes:
	01/11/2013	Individually as president of GBA Contracting Corp

Company Name	Address	City	State	Zip Code
Haleem Zihenni	3 Alan B Shepard Place	Yonkers	NY	10705

FEIN:	Barred Until	Fiscal Officer Notes:
	12/11/2011	DOL As an individual see Omni Contracting Company Inc

Company Name	Address	City	State	Zip Code
Hamax Construction Corporation	540 Commerce St - Ste 6	Thornwood	NY	10594

FEIN:	Barred Until	Fiscal Officer Notes:
06-1482076	09/11/2008	DOL Also Thomas Hanlon and William Valentine as individuals. Multiple willfuls and falsification of records. Debarment period extended after other willful violations

Company Name	Address	City	State	Zip Code
Harrison Jarvis	132 W 129th St-Ste 4W	New York	NY	10027

FEIN:	Barred Until	Fiscal Officer Notes:
	08/12/2009	AG As an individual and Two By Four Carpentry and Construction Inc. Plea agreement with A.G.'s Office.

Company Name	Address	City	State	Zip Code
Howard K Enterprise Inc	219-02 Northern Boulevard	Flushing	NY	11361

FEIN:	Barred Until	Fiscal Officer Notes:
22-3791841	04/14/2010	AG And Howard Kim a/k/a un Hak Kim as an individual - Plea agreement. Additional addresses: 703 Atlantic Avenue, Rochester, NY 14609 and 121 Hemingway Drive, Rochester, NY 14620

Company Name	Address	City	State	Zip Code
Howard Kim	75 West Edsall Boulevard	Palisades Park	NJ	

FEIN:	Barred Until	Fiscal Officer Notes:
	04/14/2010	AG a/k/a un Hak Kim, as an individual. See Howard K Enterprise Inc

Company Name	Address	City	State	Zip Code
IES Environmental Inc	1655 Elmwood Avenue	Cranston	RI	02910

FEIN:	Barred Until	Fiscal Officer Notes:
	10/05/2009	DOL And International Environmental Services Inc and James J Ney Jr as an individual. Falsification of payroll records

Company Name	Address	City	State	Zip Code
In-Tech Construction Inc	8346 Brewerton Road	Cicero	NY	13039

FEIN:	Barred Until	Fiscal Officer Notes:
16-1478898	07/06/2012	DOL And Russell Tupper as an individual. Falsified payroll records

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Integrity Construction & Consulting Servs	7615 Myrtle Avenue	Glendale	NY	11385
FEIN: 11-3147728	Barred Until 02/15/2012	Fiscal Officer Notes: NYC Falsification of payroll records		

Company Name	Address	City	State	Zip Code
International Environmental Resources				
FEIN: 05-0448266	Barred Until 08/09/2007	Fiscal Officer Notes: See International Environmental Services Inc		

Company Name	Address	City	State	Zip Code
International Environmental Services Inc	2 Stafford Court	Cranston	RI	02920
FEIN: 05-0448266	Barred Until 10/05/2009	Fiscal Officer Notes: DOL dba International Environmental Resources - Falsified payrolls - Debarment period extended after additional violation. Also IES Environmental Inc and James J Ney Jr as an individual		

Company Name	Address	City	State	Zip Code
J B C Contracting Co Inc	346 Prospect Ave - 1st Fl	Brooklyn	NY	11215
FEIN: 11-3550663	Barred Until 03/23/2010	Fiscal Officer Notes: AG And/or 509 McDonald Avenue, Brooklyn NY 11218. And Mohammed H Kabir as an individual and J B C Contracting Company. Settlement agreement with A.G.'s Office		

Company Name	Address	City	State	Zip Code
J B C Contracting Company	346 Prospect Ave - 1st Fl	Brooklyn	NY	11215
FEIN: 11-3330280	Barred Until 03/23/2010	Fiscal Officer Notes: AG And/or 509 McDonald Avenue, Brooklyn NY 11218. And Mohammed H Kabir as an individual and JBC Contracting Co Inc. Settlement Agreement with A.G.'s Office		

Company Name	Address	City	State	Zip Code
J Barr Construction Corp	119-51 Metropolitan Ave	Jamaica	NY	11415
FEIN: 11-3344003	Barred Until 12/14/2009	Fiscal Officer Notes: DOL And Steve J Nictas as an individual. Multiple willful violations		

Company Name	Address	City	State	Zip Code
J C McCashion Construction Inc	84 Fredericks Avenue	Albany	NY	12205
FEIN: 14-1767357	Barred Until 04/13/2011	Fiscal Officer Notes: DOL Multiple willful violations		

Company Name	Address	City	State	Zip Code
J T Painting Corp	P O Box 337	Burlingham	NY	12722
FEIN: 06-1260246	Barred Until 02/26/2009	Fiscal Officer Notes: DOL Falsification of records		

Company Name	Address	City	State	Zip Code
James Avallone				
FEIN:	Barred Until 08/07/2008	Fiscal Officer Notes: As an individual - see James Avallone Tile & Marble - debarment period extended		

Company Name	Address	City	State	Zip Code
James Avallone Tile & Marble	217 Christie Street	Ridgefield Park	NJ	07660
FEIN: 07-5336752	Barred Until 08/07/2008	Fiscal Officer Notes: DOL Multiple willful violations - debarment period extended		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
James J Ney Jr	1655 Elmwood Avenue	Cranston	RI	02910
FEIN:	Barred Until	Fiscal Officer Notes:		
	10/05/2009	DOL As an individual. See International Environmental Services Inc and IES Environmental Inc		

Company Name	Address	City	State	Zip Code
Jans General Construction Corp	131 47th Street	Brooklyn	NY	11232
FEIN:	Barred Until	Fiscal Officer Notes:		
13-4201562	01/25/2012	AG Plea Agreement with A.G.'s Office		

Company Name	Address	City	State	Zip Code
Jason Asbury	22562 Sea Bass Drive	Boca Raton	FL	33428
FEIN:	Barred Until	Fiscal Officer Notes:		
	10/10/2012	As an individual - see Seabury Enterprises LLC		

Company Name	Address	City	State	Zip Code
Jay Meyer	239 Marsh Drive	DeWitt	NY	13214
FEIN:	Barred Until	Fiscal Officer Notes:		
	02/20/2012	As an individual - see Sky Communications, Inc		

Company Name	Address	City	State	Zip Code
Jeanette Calicchia	1223 Park Street	Peekskill	NY	10566
FEIN:	Barred Until	Fiscal Officer Notes:		
	09/12/2012	DOL As an individual - see Cali Brothers Inc		

Company Name	Address	City	State	Zip Code
John Bias	153 Baywoods Lane	Bay Shore	NY	11706
FEIN:	Barred Until	Fiscal Officer Notes:		
	03/19/2012	As an individual. See Aztec Plumbing & Heating Corp		

Company Name	Address	City	State	Zip Code
John Bradford	6614 Furnace Road	Ontario	NY	14519
FEIN:	Barred Until	Fiscal Officer Notes:		
	12/22/2009	As an individual. See Rusmar Environmental Services Corp.		

Company Name	Address	City	State	Zip Code
John O'Shea	4350 Bullard Avenue	Bronx	NY	10466
FEIN:	Barred Until	Fiscal Officer Notes:		
	01/28/2013	NYC Individually - See Start Elevator Inc, Start Elevator Repair Inc, Start Elevator Maintenance and Start Elevator Construction Inc		

Company Name	Address	City	State	Zip Code
Joseph Calicchia	1223 Park Street	Peekskill	NY	10566
FEIN:	Barred Until	Fiscal Officer Notes:		
	09/12/2012	DOL As an individual - see Cali Brothers Inc		

Company Name	Address	City	State	Zip Code
Joseph DiPizio	5270 Transit Road	Depew	NY	14043
FEIN:	Barred Until	Fiscal Officer Notes:		
	12/14/2010	As an individual. See Diamond "D" Construction Corp		

Company Name	Address	City	State	Zip Code
Joseph Zaffuto	162 Atlantic Avenue	Lynbrook	NY	11563
FEIN:	Barred Until	Fiscal Officer Notes:		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

09/29/2008

AG

As an individual. See Zaffuto Construction Company Inc

Company Name	Address	City	State	Zip Code
JRC Aris Electric Contractors				
FEIN:	Barred Until	Fiscal Officer Notes:		
	09/13/2009	See JRC Electric Control Service Inc		

Company Name	Address	City	State	Zip Code
JRC Electric Control Service Inc	516 East 51st Street	Brooklyn	NY	11236
FEIN:	Barred Until	Fiscal Officer Notes:		
11-3199418	09/13/2009	NYC a/k/a JRC Aris Electric Contractors - multiple willful violations		

Company Name	Address	City	State	Zip Code
Julius and Gita Behrend	5 Emes Lane	Monsey	NY	10952
FEIN:	Barred Until	Fiscal Officer Notes:		
		See Emes Heating & Plumbing Contractor, Inc		

Company Name	Address	City	State	Zip Code
Junkyard Construction Corp	2068 Anthony Avenue	Bronx	NY	10457
FEIN:	Barred Until	Fiscal Officer Notes:		
13-3789422	12/26/2012	DOL And Zepheniah Davis individually - falsification of payroll records		

Company Name	Address	City	State	Zip Code
K M Martell Construction Inc	57 Cross Road	Middletown	NY	10940
FEIN:	Barred Until	Fiscal Officer Notes:		
14-1723810	06/25/2012	DOL And Kevin Martell as an individual - falsified records		

Company Name	Address	City	State	Zip Code
K M R Enterprises Inc	10 Stuffle Street	Cropseyville	NY	12052
FEIN:	Barred Until	Fiscal Officer Notes:		
14-1749993	12/20/2011	DOL Debarment period extended after another willful violation		

Company Name	Address	City	State	Zip Code
Kazimierz Konoskki	194 Ashland Place	Brooklyn	NY	11217
FEIN:	Barred Until	Fiscal Officer Notes:		
	03/06/2013	NYC Individually as chief executive - see Ace Drywall System Inc		

Company Name	Address	City	State	Zip Code
Kefcal Construction Inc	131 47th Street	Brooklyn	NY	11232
FEIN:	Barred Until	Fiscal Officer Notes:		
	01/25/2012	AG Plea Agreement with A.G.'s Office		

Company Name	Address	City	State	Zip Code
Kelly's Sheet Metal Inc	1426 Atlantic Avenue	Brooklyn	NY	11216
FEIN:	Barred Until	Fiscal Officer Notes:		
11-2604923	12/28/2012	NYC Falsification of payroll records		

Company Name	Address	City	State	Zip Code
Kenneth Merz	62 Neulist Avenue	Port Washington	NY	11050
FEIN:	Barred Until	Fiscal Officer Notes:		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

07/17/2009

As an individual - See Bat-Jac Construction

Company Name	Address	City	State	Zip Code
Kenneth W Griffin	101 Lill Street	Rochester	NY	14621
FEIN:	Barred Until	Fiscal Officer Notes:		
	05/01/2011	As an individual - see Lightning Fast Labor Force Services Inc		

Company Name	Address	City	State	Zip Code
Kevin Martell				
FEIN:	Barred Until	Fiscal Officer Notes:		
	06/25/2012	As an individual - see K M Martell Construction Inc		

Company Name	Address	City	State	Zip Code
Keystone Construction Corp	9945 Fort Hamilton Pkwy	Brooklyn	NY	11209
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1402500	08/20/2008	DOL And Nicholas Margaritis as an individual		

Company Name	Address	City	State	Zip Code
King Machine	11365 Center Road	Sheridan	NY	14135
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1293494	04/04/2010	DOL See Robert Metzgar		

Company Name	Address	City	State	Zip Code
Kloepfer's Floor Covering	248 Lein Road	West Seneca	NY	14224
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1234359	10/06/2009	DOL And Gregory Kloepfer as an individual. Multiple willful violations		

Company Name	Address	City	State	Zip Code
Kosmar Contracting Corp	131 47th Street	Brooklyn	NY	11232
FEIN:	Barred Until	Fiscal Officer Notes:		
13-4103318	01/25/2012	AG Plea Agreement with A.G.'s Office		

Company Name	Address	City	State	Zip Code
Kris Clarkson	2484 Caton Road	Corning	NY	14830
FEIN:	Barred Until	Fiscal Officer Notes:		
	06/20/2012	As an individual. See R & H Commercial Flooring Inc		

Company Name	Address	City	State	Zip Code
K-Star Construction Corp	42 48 161st Street	Flushing	NY	11358
FEIN:	Barred Until	Fiscal Officer Notes:		
01-0778648	12/11/2011	DOL Multiple willful violations		

Company Name	Address	City	State	Zip Code
L & T Plumbing Corp	367 Veterans Memorial Hwy	Commack	NY	11725
FEIN:	Barred Until	Fiscal Officer Notes:		
11-3223496	01/11/2010	DOL And Robert DeMonte as an individual.		

Company Name	Address	City	State	Zip Code
Labar Enterprises of Rochester Inc	2121 Empire Boulevard	Webster	NY	14580

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

FEIN: 16-1605462 **Barred Until** 04/18/2010 **Fiscal Officer Notes:**
DOL dba Labar Excavating Inc. Multiple willful violations

Company Name	Address	City	State	Zip Code
Labar Excavating Inc				
FEIN:	Barred Until	Fiscal Officer Notes:		
	04/18/2010	See Labar Enterprises of Rochester Inc.		

Company Name	Address	City	State	Zip Code
Lake Construction and Development Corp				
FEIN:	Barred Until	Fiscal Officer Notes:		
11-2678816		See George Lucey -debarred permanently		

Company Name	Address	City	State	Zip Code
Lancet Arch Inc	112 Hudson Avenue	Rochester	NY	14605
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1259628	02/14/2011	DOL Multiple willful violations - and its subsidiary Catenary Construction Corp		

Company Name	Address	City	State	Zip Code
Liberty Painting Company Inc	183 Lorfield Drive	Snyder	NY	14226
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1480256	12/08/2010	DOL Multiple willful violations		

Company Name	Address	City	State	Zip Code
Lightning Fast Labor Force Services Inc	150 North Chestnut Street	Rochester	NY	14604
FEIN:	Barred Until	Fiscal Officer Notes:		
20-0386651	05/01/2011	DOL And Winston J Goins Sr. and Kenneth W Griffin individually. Falsification of records		

Company Name	Address	City	State	Zip Code
Linda Williams c/o MJAB Construction Inc	183 Washington Avenue	New Rochelle	NY	10801
FEIN:	Barred Until	Fiscal Officer Notes:		
	04/22/2009	DOL As an individual. See MJAB Construction Inc		

Company Name	Address	City	State	Zip Code
Lobene Painting Inc	13 Cheviot Lane	Rochester	NY	14624
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1514981	10/18/2010	DOL And Frank Lobene Jr and Matthew Lobene as individuals - falsification of payroll records		

Company Name	Address	City	State	Zip Code
Look Under the Carpet Services Inc	P O Box 686	Buffalo	NY	14290
FEIN:	Barred Until	Fiscal Officer Notes:		
01-0664654	12/15/2010	A.G Plea Agreement with A.G.'s Office - principal place of business: 1557 Jefferson Avenue, Buffalo, NY 14208		

Company Name	Address	City	State	Zip Code
Lorenzo DeVardo	1850 Steinway Street	Long Island City	NY	11105
FEIN:	Barred Until	Fiscal Officer Notes:		
	01/08/2009	DOL As an individual. See Vardo Construction Corp		

Company Name	Address	City	State	Zip Code
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LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Lounsbury Erectors Inc

FEIN:

Barred Until
05/27/2009

Fiscal Officer Notes:

See Dennis Lounsbury Builders Inc

Company Name	Address	City	State	Zip Code
LPD Contracting Inc	1205 McBride Avenue	West Patterson	NJ	07424
FEIN:	Barred Until	Fiscal Officer Notes:		
22-3775953	08/27/2012	DOL	Falsification of payroll records	

Company Name	Address	City	State	Zip Code
LTS Construction	24 Miller Street	Rochester	NY	
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1463105	06/30/2009		See Thomas L. Smalls	

Company Name	Address	City	State	Zip Code
M & S Pipeline Excavation Company Inc	784 Conklin Road	Binghamton	NY	13903
FEIN:	Barred Until	Fiscal Officer Notes:		
16-0926714	05/06/2009	DOL	Multiple willful violations	

Company Name	Address	City	State	Zip Code
M & S Striping Inc	73 Industrial Park Blvd	Elmira	NY	14901
FEIN:	Barred Until	Fiscal Officer Notes:		
13-3759875	09/10/2012	DOL	Multiple willful violations	

Company Name	Address	City	State	Zip Code
M K Painting Inc	4157 Seventh Street	Wyandott	MI	48192
FEIN:	Barred Until	Fiscal Officer Notes:		
38-3379688	05/14/2012	DOL	Falsified payroll records	

Company Name	Address	City	State	Zip Code
Manns Contracting Corp	131 47th Street	Brooklyn	NY	11232
FEIN:	Barred Until	Fiscal Officer Notes:		
	01/25/2012	AG	Plea Agreement with A.G.'s Office	

Company Name	Address	City	State	Zip Code
Manuel P. Tobio				
FEIN:	Barred Until	Fiscal Officer Notes:		
		See George Lucey - debarred permanently		

Company Name	Address	City	State	Zip Code
Manuel Tobio				
FEIN:	Barred Until	Fiscal Officer Notes:		
		See George Lucey - debarred permanently		

Company Name	Address	City	State	Zip Code
Marangos Construction Corp	59-45 56th Avenue	Maspeth	NY	11378
FEIN:	Barred Until	Fiscal Officer Notes:		
11-2554543	08/16/2010	DOL	And Charles Marangoudakis individually and Tropic Construction Corp. Multiple willful violations.	

Company Name	Address	City	State	Zip Code
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LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Mary Newsom 1537 Union Street Schenectady NY 12309
FEIN: **Barred Until** **Fiscal Officer Notes:**
 05/24/2009 DOL As an individual. See Pachyderm Enterprises, Inc

Company Name	Address	City	State	Zip Code
Mas-Ann Mechanical Inc	35 Regency Oaks Blvd	Rochester	NY	14624
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1357694	01/04/2010	DOL Debarment period extended after additional willful violations		

Company Name	Address	City	State	Zip Code
Masciarelli Construction Co	784 Conklin Road	Binghamton	NY	13903
FEIN:	Barred Until	Fiscal Officer Notes:		
16-0902053	05/06/2009	DOL Multiple willful violations		

Company Name	Address	City	State	Zip Code
Matthew Lobene	13 Cheviot Lane	Rochester	NY	14624
FEIN:	Barred Until	Fiscal Officer Notes:		
	10/18/2010	As an individual - See Lobene Painting Inc		

Company Name	Address	City	State	Zip Code
MCS Painting Contractors Inc	Lime Kiln Court	Stony Point	NY	10980
FEIN:	Barred Until	Fiscal Officer Notes:		
	01/25/2011	DOL False records - also Michael Salerno as its President		

Company Name	Address	City	State	Zip Code
Merit Fence Co Inc	130 Old Route 6	Carmel	NY	10512
FEIN:	Barred Until	Fiscal Officer Notes:		
06-1350241	02/02/2012	DOL Multiple willful violations - debarment period extended after other willful violations		

Company Name	Address	City	State	Zip Code
MGC Restoration Services Inc	64-58 218th Street	Bayside	NY	11364
FEIN:	Barred Until	Fiscal Officer Notes:		
11-3031515	01/01/2010	AG And Michael Capous individually. Plea agreement		

Company Name	Address	City	State	Zip Code
Michael Capous	64-58 218th Street	Bayside	NY	11364
FEIN:	Barred Until	Fiscal Officer Notes:		
	01/01/2010	AG As an individual. Se MGC Restoration Services Inc.		

Company Name	Address	City	State	Zip Code
Michael L Krivitza				
FEIN:	Barred Until	Fiscal Officer Notes:		
	05/14/2012	As an individual - see Northeast Technologies		

Company Name	Address	City	State	Zip Code
Michael Salerno	Lime Kiln Court	Stony Point	NY	10980
FEIN:	Barred Until	Fiscal Officer Notes:		
	01/25/2009	DOL Individually as president of MCS Painting Contractors - false records		

Company Name	Address	City	State	Zip Code

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Michael Taylor	66 Rybka Road	Stuyvesant Falls	NY	12174
FEIN:	Barred Until	Fiscal Officer Notes:		
	03/02/2012	DOL	As an individual - see Supreme Sports Surfaces Inc., R & T Supreme Sports Flooring, LLC, and Northeastern Supreme Floor Co., Inc.	

Company Name	Address	City	State	Zip Code
Mida Painting Ltd	159 92nd Street	Brooklyn	NY	11209
FEIN:	Barred Until	Fiscal Officer Notes:		
	08/07/2008	NYC	and Franco Paints, Inc. and Nicholas Kallergis and Stamatia Kallergis, as individuals. Assurance of Discontinuance/Settlement Agreement	

Company Name	Address	City	State	Zip Code
MJAB Construction Inc	183 Washington Avenue	New Rochelle	NY	10801
FEIN:	Barred Until	Fiscal Officer Notes:		
58-2620937	04/22/2009	DOL	And Linda Williams as an individual. Falsification of payroll records	

Company Name	Address	City	State	Zip Code
Modern Tech Design & Services Inc	9151 Southwestern Blvd	Angola	NY	14006
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1464435	01/19/2011	DOL	Multiple willful violations	

Company Name	Address	City	State	Zip Code
Mohammed A Rashid	914 Newkirk Avenue	Brooklyn	NY	11230
FEIN:	Barred Until	Fiscal Officer Notes:		
	12/16/2009		As an individual. See Columbus General Construction Inc	

Company Name	Address	City	State	Zip Code
Mohammed Ali Alvi	22-41 26th Street - Apt 2	Astoria	NY	11102
FEIN:	Barred Until	Fiscal Officer Notes:		
	07/18/2010	DOL	Individually and Mohammed Ali Alvi T/A Ford Masonry and Ford Construction Inc. Falsification of payroll records	

Company Name	Address	City	State	Zip Code
Mohammed H Kabir	200 East 77th Street	Brooklyn	NY	11218
FEIN:	Barred Until	Fiscal Officer Notes:		
	03/23/2010	AG	As an individual. See J B C Contracting Co Inc and J B C Contracting Company - Settlement Agreement with A.G.'s Office	

Company Name	Address	City	State	Zip Code
Muir Contractors Associates Inc	75 Argyle Ave - Suite 2B	Uniondale	NY	11553
FEIN:	Barred Until	Fiscal Officer Notes:		
11-3586616	08/18/2010	DOL	Falsification of payroll records	

Company Name	Address	City	State	Zip Code
N F K Enterprises				
FEIN:	Barred Until	Fiscal Officer Notes:		
	06/10/2010		See N F K Excavating and Construction Inc	

Company Name	Address	City	State	Zip Code
N F K Excavating and Construction Inc	22 Black Hawk Road	Pine Bush	NY	12566
FEIN:	Barred Until	Fiscal Officer Notes:		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

14-1803310 06/10/2010 DOL And N F K Landscaping Supply Corp and N F K Enterprises Inc and CJH Inc and Roger A Hoek Jr and Christina J Hoek as individuals. Falsification of payroll records

Company Name	Address	City	State	Zip Code
N F K Landscaping Supply Corp				
FEIN: 14-1817371	Barred Until 06/10/2010	Fiscal Officer Notes: See N F K Excavating and Construction Inc		

Company Name	Address	City	State	Zip Code
Neuss Construction Inc	1191 Route 9W - Suite #C6	Marlboro	NY	12542
FEIN: 14-1782213	Barred Until 09/06/2011	Fiscal Officer Notes: DOL And Rudolph Neuss as an individual, as chief executive and one of the five largest shareholders of Neuss Construction Inc- falsification of payroll records		

Company Name	Address	City	State	Zip Code
Nicholas Kallergis	159 92nd Street	Brooklyn	NY	11209
FEIN:	Barred Until 08/07/2008	Fiscal Officer Notes: As an individual. See Franco Paints, Inc. and Mida Painting Ltd		

Company Name	Address	City	State	Zip Code
Nicholas Margaritis				
FEIN:	Barred Until 08/20/2008	Fiscal Officer Notes: See Keystone Construction Corp.		

Company Name	Address	City	State	Zip Code
Nick Nitis	3 Alan B Shepard Place	Yonkers	NY	10705
FEIN:	Barred Until 12/11/2011	Fiscal Officer Notes: DOL As an individual - see A&T Construction		

Company Name	Address	City	State	Zip Code
Noble Construction Group	23960 White Road	Watertown	NY	13601
FEIN: 10-5509890	Barred Until 02/14/2013	Fiscal Officer Notes: DOL dba Betty Joe Frazier - Multiple willful violations		

Company Name	Address	City	State	Zip Code
Northeast Technologies	105 Pine Street - Apt 2	East Rochester	NY	14445
FEIN: 16-1597771	Barred Until 05/14/2012	Fiscal Officer Notes: DOL And Michael L Krivitza as an individual - multiple willful violations		

Company Name	Address	City	State	Zip Code
Northeastern Supreme Floor Co Inc	66 Benedict Street	Castleton	NY	12033
FEIN: 14-1781833	Barred Until 03/02/2012	Fiscal Officer Notes: DOL And Michael Taylor individually, Supreme Sport Surfaces Inc and R & T Supreme Sports Flooring LLC - multiple willful violations and falsification of payroll records		

Company Name	Address	City	State	Zip Code
Nu-Look Painting & Wallpapering Inc	151-60 7th Avenue	Whitestone	NY	11357
FEIN: 11-3389457	Barred Until 08/04/2009	Fiscal Officer Notes: AG And TF Painting Corp. and Tarcisio Ferreira, individually. Plea agreement with the A.G.'s Office.		

Company Name	Address	City	State	Zip Code
Olympia Mechanical Piping & Heating Inc	3624 12th Avenue	Brooklyn	NY	11218

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

FEIN: 11-3161641 **Barred Until** 08/18/2010 **Fiscal Officer Notes:** AG And Steven Tischler and Solomon Werzberger as individuals. Plea Agreement with District Attorney

Company Name	Address	City	State	Zip Code
Olympic Window Installers Inc	174 Lincoln Avenue	Hawthorne	NJ	07506

FEIN: 22-3034903 **Barred Until** 07/21/2008 **Fiscal Officer Notes:** DOL And Carl and Russell Babb as individuals

Company Name	Address	City	State	Zip Code
Omni Contracting Company Inc	3 Alan B Shepard Place	Yonkers	NY	10705

FEIN: 22-3431803 **Barred Until** 12/11/2011 **Fiscal Officer Notes:** DOL And Haleem Zihenni as an individual - falsification of payroll records

Company Name	Address	City	State	Zip Code
Oswego Trucking & Leasing	258 Washington Blvd	Oswego	NY	13126

FEIN: 16-1371814 **Barred Until** 07/21/2008 **Fiscal Officer Notes:** DOL Falsified records

Company Name	Address	City	State	Zip Code
OT & T Inc	36-28 23rd Street	Long Island City	NY	11106

FEIN: 11-3073855 **Barred Until** 05/14/2013 **Fiscal Officer Notes:** NYC And Bernard Cohnen and Frank Baker individually. Assurance of Discontinuance.

Company Name	Address	City	State	Zip Code
P & H Supply Company Inc	241-A Harrison Avenue	Harrison	NY	10528

FEIN: 13-3868727 **Barred Until** 05/25/2009 **Fiscal Officer Notes:** DOL Multiple willful violations - debarment period extended after additional willful violations

Company Name	Address	City	State	Zip Code
P&T Iron Works	59 Plain Avenue	New Rochelle	NY	10801

FEIN: 13-3895133 **Barred Until** 06/01/2010 **Fiscal Officer Notes:** And Amodio Russo individually. Falsification of payroll records. Settlement Agreement with A.G.'s office

Company Name	Address	City	State	Zip Code
Pachyderm Enterprises Inc	1537 Union Street	Schenectady	NY	12309

FEIN: 00-1386527 **Barred Until** 05/24/2009 **Fiscal Officer Notes:** DOL And Willie Jones and Mary Newsom as individuals - Multiple willful violations

Company Name	Address	City	State	Zip Code
Paradise Construction Corp	6814 8th Avenue	Brooklyn	NY	11220

FEIN: 52-2379833 **Barred Until** 12/03/2012 **Fiscal Officer Notes:** NYC Falsified payrolls

Company Name	Address	City	State	Zip Code
Paragon Plate Glass Inc	210 Factory Street	Watertown	NY	13601

FEIN: 16-1113039 **Barred Until** 11/07/2011 **Fiscal Officer Notes:** DOL And Thomas E Mooney individually as President of Paragon Plate Glass Inc - falsified payrolls

Company Name	Address	City	State	Zip Code
Pardee Construction				

FEIN: **Barred Until** **Fiscal Officer Notes:**

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

16-1557064

03/12/2009

See Dalton Steel Inc.

Company Name	Address	City	State	Zip Code
Perry Jacobs	736 Sherman Dr-Box 8015	Utica	NY	13505
FEIN:	Barred Until	Fiscal Officer Notes:		
	12/04/2010	As an individual. See Precision Site Work Inc. - debarment period extended		

Company Name	Address	City	State	Zip Code
Peter Gouzou	131 47th Street	Brooklyn	NY	11232
FEIN:	Barred Until	Fiscal Officer Notes:		
	01/25/2012	AG As an individual. See SNA Contracting Corp. Plea agreement with A.G.'s Office. Falsified records.		

Company Name	Address	City	State	Zip Code
Pettit & Pettit Inc	7 Schuyler Street	Belmont	NY	14813
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1576164	03/21/2010	DOL Multiple willful violations		

Company Name	Address	City	State	Zip Code
Precision Site Work Inc	736 Sherman Dr - Box 8015	Utica	NY	13505
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1609167	12/04/2010	DOL And its president, Perry Jacobs, as an individual. Falsification of payroll records - debarment period extended		

Company Name	Address	City	State	Zip Code
R & H Commercial Flooring Inc	102 Willow Avenue	Watkins Glen	NY	14891
FEIN:	Barred Until	Fiscal Officer Notes:		
35-2207438	06/20/2012	DOL And Kris Clarkson as an individual		

Company Name	Address	City	State	Zip Code
R & T Supreme Sports Flooring LLC	66 Rybka Road	Shuysent Falls	NY	12174
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1511596	03/02/2012	DOL And Michael Taylor individually, Supreme Sport Surfaces and Northeastern Supreme Floor Co. Inc - multiple willful violations and falsified payroll records		

Company Name	Address	City	State	Zip Code
R & W Facility Care Systems Inc	485 Atlantic Avenue	Brooklyn	NY	11217
FEIN:	Barred Until	Fiscal Officer Notes:		
11-3070358	11/22/2010	DA Falsification of payroll records - plea agreement with New York County D.A.		

Company Name	Address	City	State	Zip Code
R S Construction Company LLC	571 Miles Square Road	Yonkers	NY	10701
FEIN:	Barred Until	Fiscal Officer Notes:		
00-2051629	04/04/2012	DOL And Robert Stevenson, individually. Falsification of payroll records		

Company Name	Address	City	State	Zip Code
Rainbow Renovations Inc	35-44 Crescent Street	Long Island City	NY	11106
FEIN:	Barred Until	Fiscal Officer Notes:		
11-3542626	08/03/2011	AG Additional addresses: 22-15 47th Street, Astoria, NY 11105 and 35-34 31st Street, Long Island City, NY 11106. Gerasimo Andrianis debarred as an individual.		

Company Name	Address	City	State	Zip Code
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LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Rebecca Gatto-Wood

FEIN: **Barred Until** **Fiscal Officer Notes:**
05/18/2009 As an individual. See Diracon Commercial Contractors.

Company Name	Address	City	State	Zip Code
Robbye Bissesar	89-51 Springfield Blvd	Queens Village	NY	11427

FEIN: **Barred Until** **Fiscal Officer Notes:**
As an individual. See Star International Inc -permanently debarred

Company Name	Address	City	State	Zip Code
Robert DeMonte	367 Veterans Memorial Hwy	Commack	NY	11725

FEIN: **Barred Until** **Fiscal Officer Notes:**
01/10/2010 As an individual. See L & T Plumbing Corp.

Company Name	Address	City	State	Zip Code
Robert O'Hanlon	635 Midland Avenue	Garfield	NJ	07026

FEIN: **Barred Until** **Fiscal Officer Notes:**
07/09/2012 As an individual. See Allstate Concrete Cutting, Inc.

Company Name	Address	City	State	Zip Code
Robert Stevenson	571 Miles Square Road	Yonkers	NY	10701

FEIN: **Barred Until** **Fiscal Officer Notes:**
04/04/2012 As an individual. See R S Construction Company LLC

Company Name	Address	City	State	Zip Code
Robert W Metzgar	11365 Center Road	Sheridan	NY	14135

FEIN: **Barred Until** **Fiscal Officer Notes:**
04/04/2010 DOL dba King Machine - Also as an individual.

Company Name	Address	City	State	Zip Code
Rockers and Nockers LLC	207 Riverview Road	Rexford	NY	12148

FEIN: **Barred Until** **Fiscal Officer Notes:**
20-1643467 10/23/2012 DOL Multiple willful violations

Company Name	Address	City	State	Zip Code
Roger A Hoek Jr				

FEIN: **Barred Until** **Fiscal Officer Notes:**
06/10/2010 See N F K Excavating and Construction Inc

Company Name	Address	City	State	Zip Code
Rosario Carrubba				

FEIN: **Barred Until** **Fiscal Officer Notes:**
10/10/2012 As an individual - see Aragona Construction Corp

Company Name	Address	City	State	Zip Code
Rudolph Neuss	8 Far Horizons Drive	Newburgh	NY	12550

FEIN: **Barred Until** **Fiscal Officer Notes:**
09/06/2011 DOL As an individual - see Neuss Construction Inc

Company Name	Address	City	State	Zip Code
Rusmar Environmental Services Corp	703 Atlantic Avenue	Rochester	NY	14609

FEIN: **Barred Until** **Fiscal Officer Notes:**
16-1492326 12/22/2009 AG And John Bradford as an individual. Falsified payrolls. Plea agreement.

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Russell Babb				
FEIN:	Barred Until 07/21/2008	Fiscal Officer Notes: As an individual - See Olympic Window Installers Inc		
Company Name	Address	City	State	Zip Code
Russell Tupper	8346 Brewerton Road	Cicero	NY	13039
FEIN:	Barred Until 07/06/2012	Fiscal Officer Notes: As an individual. See In-Tech Construction, Inc.		
Company Name	Address	City	State	Zip Code
Savvas A. Savva				
FEIN:	Barred Until 10/14/2008	Fiscal Officer Notes: See Euro Craft Restoration Inc		
Company Name	Address	City	State	Zip Code
Schwartz Electric Contractors Inc	89 Walker Street	New York	NY	10013
FEIN:	Barred Until 01/04/2013	Fiscal Officer Notes: NYC falsified payroll records		
Company Name	Address	City	State	Zip Code
Seabury Enterprises LLC	22562 Sea Bass Drive	Boca Raton	FL	33428
FEIN:	Barred Until 10/10/2012	Fiscal Officer Notes: DOL And Jason Asbury as an individual - falsification of payroll records		
Company Name	Address	City	State	Zip Code
Sean Campion	P O Box 82	Valatie	NY	12184
FEIN:	Barred Until 10/14/2008	Fiscal Officer Notes: dba Everlasting Slate - as an individual		
Company Name	Address	City	State	Zip Code
Severn Trent Environmental Services Inc	16337 Park Row	Houston	TX	77084
FEIN:	Barred Until 06/12/2012	Fiscal Officer Notes: NYC		
Company Name	Address	City	State	Zip Code
Shirley J Pardee	197 U S Route 11	Central Square	NY	13036
FEIN:	Barred Until 03/12/2009	Fiscal Officer Notes: As an individual. See Dalton Steel Inc dba Pardee Construction.		
Company Name	Address	City	State	Zip Code
Signal Construction LLC	199 Grider Street	Buffalo	NY	14215
FEIN:	Barred Until 11/14/2011	Fiscal Officer Notes: DOL Multiple willful violations		
Company Name	Address	City	State	Zip Code
Signature Sealcoating & Stripping Service	345 Livingston Avenue	Jamestown	NY	14702
FEIN:	Barred Until 04/04/2012	Fiscal Officer Notes: DOL Multiple willful violations		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Sky Communications Inc	P O Box 278	DeWitt	NY	13214
FEIN: 16-1599397	Barred Until 02/20/2012	Fiscal Officer Notes: DOL Additional address: 6305 Court Street Road, East Syracuse, NY 13057, and Jay Meyer, individually - multiple willful violations		

Company Name	Address	City	State	Zip Code
SN Contracting Corp	131 47th Street	Brooklyn	NY	11232
FEIN:	Barred Until 01/25/2012	Fiscal Officer Notes: AG Plea Agreement with A.G.'s Office		

Company Name	Address	City	State	Zip Code
SNA Contracting Corp	131 47th Street	Brooklyn	NY	11232
FEIN: 11-3502738	Barred Until 01/25/2012	Fiscal Officer Notes: AG Plea Agreement with A.G.'s Office - additional FEIN # 11-3617489. Also Peter Gouzou as an individual. Falsified records		

Company Name	Address	City	State	Zip Code
Solomon Werzberger	56 Lyncrest Drive	Monsey	NY	10952
FEIN:	Barred Until 08/18/2010	Fiscal Officer Notes: As an individual. See Olympia Mechanical Piping & Heating Incorporated		

Company Name	Address	City	State	Zip Code
Southwestern General Contracting Inc	1586 Gowans Road	Angola	NY	14006
FEIN: 16-1569822	Barred Until 10/08/2009	Fiscal Officer Notes: DOL Falsification of records		

Company Name	Address	City	State	Zip Code
Spiridon Anthoulis	131 47th Street	Brooklyn	NY	11232
FEIN:	Barred Until 01/25/2012	Fiscal Officer Notes: AG As an individual - See 4-A General Construction Corp		

Company Name	Address	City	State	Zip Code
Stacey Gouzou				
FEIN:	Barred Until 01/25/2012	Fiscal Officer Notes: See Anastasia Anthoulis		

Company Name	Address	City	State	Zip Code
Stamatia Kallergis	159 92nd Street	Brooklyn	NY	11209
FEIN:	Barred Until 08/07/2008	Fiscal Officer Notes: As an individual. See Franco Paints, Inc. and Mida Painting Ltd		

Company Name	Address	City	State	Zip Code
Star International Inc	89-51 Springfield Blvd	Queens Village	NY	11427
FEIN: 00-1613496	Barred Until	Fiscal Officer Notes: DOL Also Robbye Bissesar. Falsified payroll - permanently debarred		

Company Name	Address	City	State	Zip Code
Start Elevator Construction Inc	4350 Bullard Avenue	Bronx	NY	10466
FEIN:	Barred Until	Fiscal Officer Notes:		

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

38-366650 01/28/2013 NYC And John O'Shea as president

Company Name	Address	City	State	Zip Code
Start Elevator Inc	4350 Bullard Avenue	Bronx	NY	10466
FEIN: 06-1352101	Barred Until 01/28/2013	Fiscal Officer Notes: NYC And John O'Shea as president		

Company Name	Address	City	State	Zip Code
Start Elevator Maintenance Inc	4350 Bullard Avenue	Bronx	NY	10466
FEIN: 13-4053896	Barred Until 01/28/2013	Fiscal Officer Notes: NYC And John O'Shea as president		

Company Name	Address	City	State	Zip Code
Start Elevator Repair Inc	4350 Bullard Avenue	Bronx	NY	10466
FEIN: 65-1261216	Barred Until 01/28/2013	Fiscal Officer Notes: NYC And John O'Shea individually as president		

Company Name	Address	City	State	Zip Code
Steve J Nictas c/o J Barr Constr	119-51 Metropolitan Ave	Jamaica	NY	11415
FEIN:	Barred Until 12/14/2009	Fiscal Officer Notes: DOL As an individual - See J Barr Construction Corp.		

Company Name	Address	City	State	Zip Code
Steve Menzer	62 Neulist Avenue	Port Washington	NY	11050
FEIN:	Barred Until 07/17/2009	Fiscal Officer Notes: As an individual. See Bat-Jac Construction		

Company Name	Address	City	State	Zip Code
Steven Tischler	1465 46th Street	Brooklyn	NY	11212
FEIN:	Barred Until 08/18/2010	Fiscal Officer Notes: As an individual. See Olympia Mechanical Piping & Heating Incorporated		

Company Name	Address	City	State	Zip Code
Supreme Sport Surfaces Inc	66 Benedict Street	Castleton	NY	12033
FEIN: 16-1515966	Barred Until 03/02/2012	Fiscal Officer Notes: DOL And Michael Taylor individually, R & T Supreme Sports Flooring LLC, and Northeastern Supreme Floor Co., Inc. -multiple willful violations and falsified payroll records		

Company Name	Address	City	State	Zip Code
Suraci Enterprises Inc	364 Bleaker Road	Rochester	NY	14609
FEIN: 16-1552036	Barred Until 02/06/2013	Fiscal Officer Notes: DOL and Greg Suraci individually		

Company Name	Address	City	State	Zip Code
Tao General Contractors Inc	131 47th Street	Brooklyn	NY	11232
FEIN:	Barred Until 01/25/2012	Fiscal Officer Notes: AG Plea Agreement with A.G.'s Office		

Company Name	Address	City	State	Zip Code
Tarcisio Ferreira	151-60 7th Avenue	Whitestone	NY	11357

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

FEIN: Barred Until 08/04/2009 **Fiscal Officer Notes:** AG And Nu-Look Painting & Wallpapering Inc and TF Painting Corp. Plea agreement with A.G.'s Office.

Company Name	Address	City	State	Zip Code
TF Painting Corp	151-60 7th Avenue	Whitestone	NY	11357

FEIN: Barred Until 08/04/2009 **Fiscal Officer Notes:** AG And Nu-Look Painting & Wallpapering Inc. and Tarcisio Ferreira, individually. Plea agreement with A.G.'s Office.

Company Name	Address	City	State	Zip Code
Thomas E Mooney	164 Winslow Street	Watertown	NY	13601

FEIN: Barred Until 11/07/2011 **Fiscal Officer Notes:** As an individual. Additional address: 150 Clinton Street, Apt 6, Watertown, NY 13601. See Paragon Plate Glass Inc

Company Name	Address	City	State	Zip Code
Thomas Gormally	250 Kneeland Avenue	Yonkers	NY	10705

FEIN: Barred Until 07/09/2012 **Fiscal Officer Notes:** As an individual. See Ballagh General Contracting

Company Name	Address	City	State	Zip Code
Thomas Hanlon				

FEIN: Barred Until 09/11/2008 **Fiscal Officer Notes:** As an individual. See Hamax Construction Corp

Company Name	Address	City	State	Zip Code
Thomas L Smalls	24 Miller Street	Rochester	NY	14605

FEIN: Barred Until 06/30/2009 **Fiscal Officer Notes:** DOL dba LTS Construction - also as an individual. Falsified payrolls.

Company Name	Address	City	State	Zip Code
Thomas Masonry & Concrete Inc	803 West Avenue, Ste 207	Rochester	NY	14611

FEIN: Barred Until 08/18/2009 **Fiscal Officer Notes:** DOL Multiple willful violations

Company Name	Address	City	State	Zip Code
Thomas Masonry Enterprise Inc	955 Buffalo Road	Rochester	NY	14624

FEIN: Barred Until 08/18/2009 **Fiscal Officer Notes:** DOL Multiple willful violations

Company Name	Address	City	State	Zip Code
Tommaso Allocca	15 Pine Aire Drive	Bay Shore	NY	11706

FEIN: Barred Until 08/01/2010 **Fiscal Officer Notes:** DOL As an individual. T/A A & D Contracting Corp. Falsification of payroll records

Company Name	Address	City	State	Zip Code
Topo-Metrics Inc	432 Park Avenue South	New York	NY	10016

FEIN: Barred Until 04/22/2009 **Fiscal Officer Notes:** DOL Falsification of payroll records

Company Name	Address	City	State	Zip Code
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LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Topor Contracting Inc	153 Fillmore Avenue	Buffalo	NY	14210
FEIN:	Barred Until	Fiscal Officer Notes:		
16-1590680	04/27/2009	DOL	Falsified payrolls	

Company Name	Address	City	State	Zip Code
Tower Building Maintenance and Mgmt	347 Kingsland Avenue	Brooklyn	NY	11222
FEIN:	Barred Until	Fiscal Officer Notes:		
11-3042307	11/24/2008	DOL	Additional willful violations - debarment period extended	

Company Name	Address	City	State	Zip Code
Tri-State Building Contractors Inc	108 Sparrow Ridge Road	Carmel	NY	10512
FEIN:	Barred Until	Fiscal Officer Notes:		
14-1765905	05/24/2009	DOL	Falsified payroll records	

Company Name	Address	City	State	Zip Code
Tropic Construction Corp	59-45 56th Avenue	Maspeth	NY	11378
FEIN:	Barred Until	Fiscal Officer Notes:		
11-2659640	08/16/2010	DOL	And Marangos Construction and Charles Marangoudakis individually. Multiple willful violations	

Company Name	Address	City	State	Zip Code
Tropic Roofing Corp	59-45 56th Avenue	Maspeth	NY	11378
FEIN:	Barred Until	Fiscal Officer Notes:		
20-3188430	08/16/2010	DOL	Successor to Tropic Construction Corp	

Company Name	Address	City	State	Zip Code
Two By Four Carpentry and Constr Inc	132 W 129th St-Ste 4W	New York	NY	10027
FEIN:	Barred Until	Fiscal Officer Notes:		
	08/12/2009	AG	dba of Harrison Jarvis. Plea agreement with A.G.'s Office.	

Company Name	Address	City	State	Zip Code
Uddin USA Corp	663 Degraw Street	Brooklyn	NY	11217
FEIN:	Barred Until	Fiscal Officer Notes:		
11-3265184	05/17/2012	NYC	Falsification of payroll records	

Company Name	Address	City	State	Zip Code
un Hak Kim				
FEIN:	Barred Until	Fiscal Officer Notes:		
	04/14/2010	AG	As an individual. See Howard K Enterprise Inc and Howard Kim	

Company Name	Address	City	State	Zip Code
Urban-Suburban Recreation Inc	3 Lucon Drive	Deer Park	NY	11729
FEIN:	Barred Until	Fiscal Officer Notes:		
11-2228663	06/20/2012	DOL	Multiple willful violations	

Company Name	Address	City	State	Zip Code
Vardo Construction Corporation	1850 Steinway Street	Long Island City	NY	11105
FEIN:	Barred Until	Fiscal Officer Notes:		
11-2694892	01/08/2009	DOL	And Lorenzo DeVardo as an individual. Falsified payrolls	

Company Name	Address	City	State	Zip Code
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LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Vasilios Tsimitras

FEIN: Barred Until 11/27/2011 **Fiscal Officer Notes:**
See William Tsimitras

Company Name	Address	City	State	Zip Code
Viva Victoria Enterprises Ltd	10317 90th Street	Ozone Park	NY	11417

FEIN: 11-3355466 **Barred Until** 06/12/2011 **Fiscal Officer Notes:**
NYC Falsification of records

Company Name	Address	City	State	Zip Code
W & B Mechanical Corp	303 Ten Eyck Street	Brooklyn	NY	11206

FEIN: 11-1340725 **Barred Until** 03/05/2010 **Fiscal Officer Notes:**
DOL aka White and Blue Sheet Metal Inc and Eliyhu Benyamin as an individual. Falsification of records.

Company Name	Address	City	State	Zip Code
W J Grinder Roofing Company	1765 Mt Read Boulevard	Rochester	NY	14606

FEIN: 16-0846854 **Barred Until** 10/18/2009 **Fiscal Officer Notes:**
DOL As a substantially affiliated employer. See A A General Contractors, Inc. Multiple violations

Company Name	Address	City	State	Zip Code
White and Blue Sheet Metal Inc	303 Ten Eyck Street	Brooklyn	NY	11206

FEIN: Barred Until 03/05/2010 **Fiscal Officer Notes:**
See W & B Mechanical Inc.

Company Name	Address	City	State	Zip Code
Wiley Development Co Inc	235 Northampton Street	Buffalo	NY	14208

FEIN: 16-1363561 **Barred Until** 08/11/2009 **Fiscal Officer Notes:**
DOL Falsified payroll records

Company Name	Address	City	State	Zip Code
William Tsimitras	235 91st Street	Brooklyn	NY	11209

FEIN: Barred Until 11/27/2011 **Fiscal Officer Notes:**
DA aka Vasilios, individually - Plea agreement with Albany County DA

Company Name	Address	City	State	Zip Code
William Valentine				

FEIN: Barred Until 09/11/2008 **Fiscal Officer Notes:**
As an individual. See Hamax Construction Corp

Company Name	Address	City	State	Zip Code
Willie Jones	1537 Union Street	Schenectady	NY	12309

FEIN: Barred Until 05/24/2009 **Fiscal Officer Notes:**
DOL As an individual. See Pachyderm Enterprises Inc

Company Name	Address	City	State	Zip Code
Winston J Goins Sr	87 Malling Drive	Rochester	NY	14621

FEIN: Barred Until 05/01/2011 **Fiscal Officer Notes:**
As an individual - see Lightning Fast Labor Force Services Inc

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Company Name	Address	City	State	Zip Code
Wintech Contracting Inc	1950 E Main St - Ste 205A	Mohegan Lake	NY	10547
FEIN:	Barred Until	Fiscal Officer Notes:		
13-3139312	07/22/2009	DOL Falsified payroll records		

Company Name	Address	City	State	Zip Code
Yang General Contracting Ltd	131 47th Street	Brooklyn	NY	11232
FEIN:	Barred Until	Fiscal Officer Notes:		
	01/25/2012	AG Plea agreement with A.G.'s Office		

Company Name	Address	City	State	Zip Code
Yin Construction Ltd	131 47th Street	Brooklyn	NY	11232
FEIN:	Barred Until	Fiscal Officer Notes:		
13-0520288	01/25/2012	AG Plea Agreement with A.G.'s Office		

Company Name	Address	City	State	Zip Code
Zaffuto Construction Company Inc	162 Atlantic Avenue	Lynbrook	NY	11563
FEIN:	Barred Until	Fiscal Officer Notes:		
11-2139574	09/29/2008	AG And Angelo Zaffuto (President of ZCCI) and Joseph Zaffuto (Key Person to ZCCI), as individuals -Settlement Agreement		

Company Name	Address	City	State	Zip Code
Zarben General Construction Inc	131 47th Street	Brooklyn	NY	11232
FEIN:	Barred Until	Fiscal Officer Notes:		
13-4201564	01/25/2012	AG Plea Agreement with A.G.'s Office		

Company Name	Address	City	State	Zip Code
Zepheniah Davis	2068 Anthony Avenue	Bronx	NY	10457
FEIN:	Barred Until	Fiscal Officer Notes:		
	12/26/2012	see Junkyard Construction Corp		

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

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

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

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

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

5. **NON-DISCRIMINATION REQUIREMENTS.** 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. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract

shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final

determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract shall have access to the Records during normal business hours at an office of the Contractor within the State of New York, or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the Term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification

number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. **OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises,

including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers as well as a directory of minority and women-owned business enterprises is available from:

NYS Empire State Development
Minority & Women-Owned Business Division
One Commerce Plaza
Albany, New York 12245

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

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon requests; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. **RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a state that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 amendments (Chapter 684, Laws of 1994) require that they be denied contracts which they would otherwise obtain. NOTE: South Carolina, Alaska, West Virginia, Montana, Wyoming, Louisiana and Hawaii were the states subject to this provision as of October, 1998. Contact NYS Empire State Development for a current list of states subject to this provision.

SECTION 00826 - SUPPLEMENTARY CONDITIONS
STANDARD CLAUSES FOR ALL NYSDEC CONTRACTS

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 independently of the General Conditions.

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END OF SECTION 00826
EXCEPT FOR STANDARD CLAUSES WHICH FOLLOW
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APPENDIX B

Standard Clauses for All New York State Department
of Environmental Conservation Contracts

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

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

II. Indemnification and Holdharmless: The Contractor agrees that it will indemnify and save harmless the Department and the State of New York from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of any omission or tortious act of the Contractor, its agents, employees, suppliers or subcontractors in the performance of this contract. The Department and the State of New York may retain such monies from the amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like, which is asserted against the Department and/or the State of New York.

III. Conflict of Interest: (a) Organizational Conflict of Interest: To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.

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

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

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

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

(1) A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor agrees to notify the Department immediately of any actual, or potential personal conflict of interest with regard to any such person

~~working on or having access to information regarding~~
this contract, as soon as Contractor becomes aware of
such conflict. The Department will notify the
Contractor of the appropriate action to be taken.

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

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

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

Such agreements shall be effective for the life of the
contract and for a period of five (5) years after
completion of the contract.

(c) Remedies: The Department may terminate this
contract in whole or in part, if it deems such
termination necessary to avoid an organizational or
personal conflict of interest, or an unauthorized
disclosure of information. If the Contractor fails to
make required disclosures or misrepresents relevant
information to the Department, the Department may
terminate the contract, or pursue such other remedies
as may be permitted by the terms of Clause I of this
Appendix or other applicable provisions of this
contract regarding termination.

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

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

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

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

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

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

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

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

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

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

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

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

(c) The affirmative action provisions and equal employment opportunity provisions contained in this paragraph and paragraphs (d) and (e) of this clause shall be applicable within the limitations established by Executive Law §§312 and 313 and the applicable regulations.

(1) The Contractor is required to make good faith efforts to subcontract at least 6% of the dollar value of this contract to Minority Owned Business Enterprises (MBEs) and at least 6% of such value to Women Owned Business Enterprises (WBEs).

(2) The Contractor is required to make good faith efforts to employ or contractually require any Subcontractor with whom it contracts to make good faith efforts to employ minority group members for at least 10% of, and women for at least 10% of, the workforce hours required to perform the work under this contract.

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

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

Phone: (518) 292-5250

Fax: (518) 292-5803

and

Empire State Development Corp.

633 Third Avenue

New York, NY 10017

Phone: (212) 803-2414

Fax: (212) 803-3223

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

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

(e) The Contractor is required to make good faith efforts to utilize the MBE/WBEs identified in the utilization plan to the extent indicated in such plan, and otherwise to implement it according to its terms. The Contractor is requested to report on such implementation periodically as provided by the contract, or annually, whichever is more frequent.

VIII. Compliance with applicable laws

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

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

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

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

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

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

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

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

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

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

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

The designated individual to hear disputes is:

Richard Wagner, P.E.
NYSDEC Region 5
1115 Route 86, P.O. Box 296
Ray Brook, NY 12977
(518) 897-1242

The designated appeal individual to review decisions is:

Sal Ervolina, Assistant Director
Division of Environmental Remediation
625 Broadway
Albany, NY 12233-7011
(518) 402-9707

The Chair of the Contract Review Committee is:

*Nancy W. Lussier, Chair
Contract Review Committee
625 Broadway, 10th Floor
Albany, NY 12233-5010
(518) 402-9228*

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

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

(2) Adopt the decision of the DAI; or

(3) Consider the matter for review by the CRC in accordance with its procedures.

(e) Following a decision to proceed pursuant to (d) 3, above, the Chair of the CRC shall convene a proceeding in accordance with the CRC's established contract dispute resolution guidelines. The proceeding will provide the Contractor with an opportunity to be heard.

(f) Following a decision pursuant to (d) 2 or (d) 3, the CRC shall make a written recommendation to the Assistant Commissioner for Administration who shall render the final agency determination.

(g) At any time during the dispute resolution process, and upon mutual agreement of the parties, the Office of Hearings and Mediation Services (OHMS) may be requested to provide mediation services or other appropriate means to assist in resolving the dispute. Any findings or recommendations made by the OHMS will not be binding on either party.

(h) Final agency determinations shall be subject to review only pursuant to Article 78 of the Civil Practice Law and Rules.

(i) Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the designated individual. Nothing in this Contract shall be construed as making final the decision of any administrative officer upon a question of law.

(j) (1) Notwithstanding the foregoing, at the option of the Contractor, the following shall be subject to review by the CRC: Disputes arising under Article 15-A of the Executive Law (Minority and Women Owned Business participation), the Department's determination with respect to the adequacy of the Contractor's Utilization Plan, or the Contractor's showing of good faith efforts to comply therewith. A request for a review before the CRC should be made, in writing, within twenty days of receipt of the Department's determination.

(2) The CRC will promptly convene a review in accordance with Article 15-A of the Executive Law and the regulations promulgated thereunder.

X. Labor Law Provisions

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

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

~~signed statement shall be maintained with the payroll~~
records required by the following paragraph (c).

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

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

XI. Offset: In accordance with State Law, the Department has the authority to administratively offset any monies due it from the Contractor, from payments due to the Contractor under this contract. The Department may also (a) assess interest or late payment charges, and collection fees, if applicable; (b) charge a fee for any dishonored check; (c) refuse to renew certain licenses and permits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any item or material pursuant to or resulting from this Contract infringes any patent, copyright or proprietary right, and such action is forwarded by the Department to the Contractor for defense and indemnification pursuant to this Article, the Department shall copy all pleadings and documents forwarded to the Contractor together with the forwarding correspondence and a copy of this Contract to the Office of the Attorney General of the State of New York. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth in this Article, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York in writing and shall specify to what extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of this Contract. The Contractor shall in such event protect the interests of the Department and State of New York and secure a continuance to permit the State of New York to appear and defend its interests in cooperation with Contractor as is appropriate, including any jurisdictional defenses which the Department and State shall have.

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

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

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

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

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

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

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

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

Rider-to
Appendix B
Standard Clauses for All
New York State Department of
Environmental Conservation
Contracts

FOR ENVIRONMENTAL RESTORATION PROJECTS

The parties to this contract hereby agree that clause II of this appendix B is hereby revised to read as follows:

- II. The Contractor agrees that it will indemnify and save harmless the Department and the State of New York from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments, of every nature and, description brought or recovered against it by reason of any acts or omissions of the Contractor, its agents, employees, or subcontractors in the performance of this contract which are shown to have been the result of negligence, gross negligence or reckless, wanton or intentional misconduct; except that the Contractor shall not be obligated to so indemnify and save harmless with respect to those matters described in ECL 56-0509.1 during those periods in which the protection afforded under ECL 56-0509.1 is in effect.

Dated:

Department of Environmental Conservation

By:

Nancy K. Jones
Director of Fiscal Management

CITY OF GLOVERSVILLE
(Municipality's Name)

Dated:

APPROVED AS TO FORM
NYS ATTORNEY GENERAL

FEB 16 2005

Peter Favretto
PETER FAVRETTO
ASSOCIATE ATTORNEY

By:

Frank La Porta
Municipal Representative

APPROVED
DEPT. OF WENT & CONTROL

FEB 2 2005

01-7202

SECTION 00827 - SUPPLEMENTARY CONDITIONS - NYSDEC MANDATORY CONTRACT CLAUSES

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 independently of the General Conditions.

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SECTION 00827 - SUPPLEMENTARY CONDITIONS - NYSDEC 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 (ERP). 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 ERP.

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 USEP A, 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.

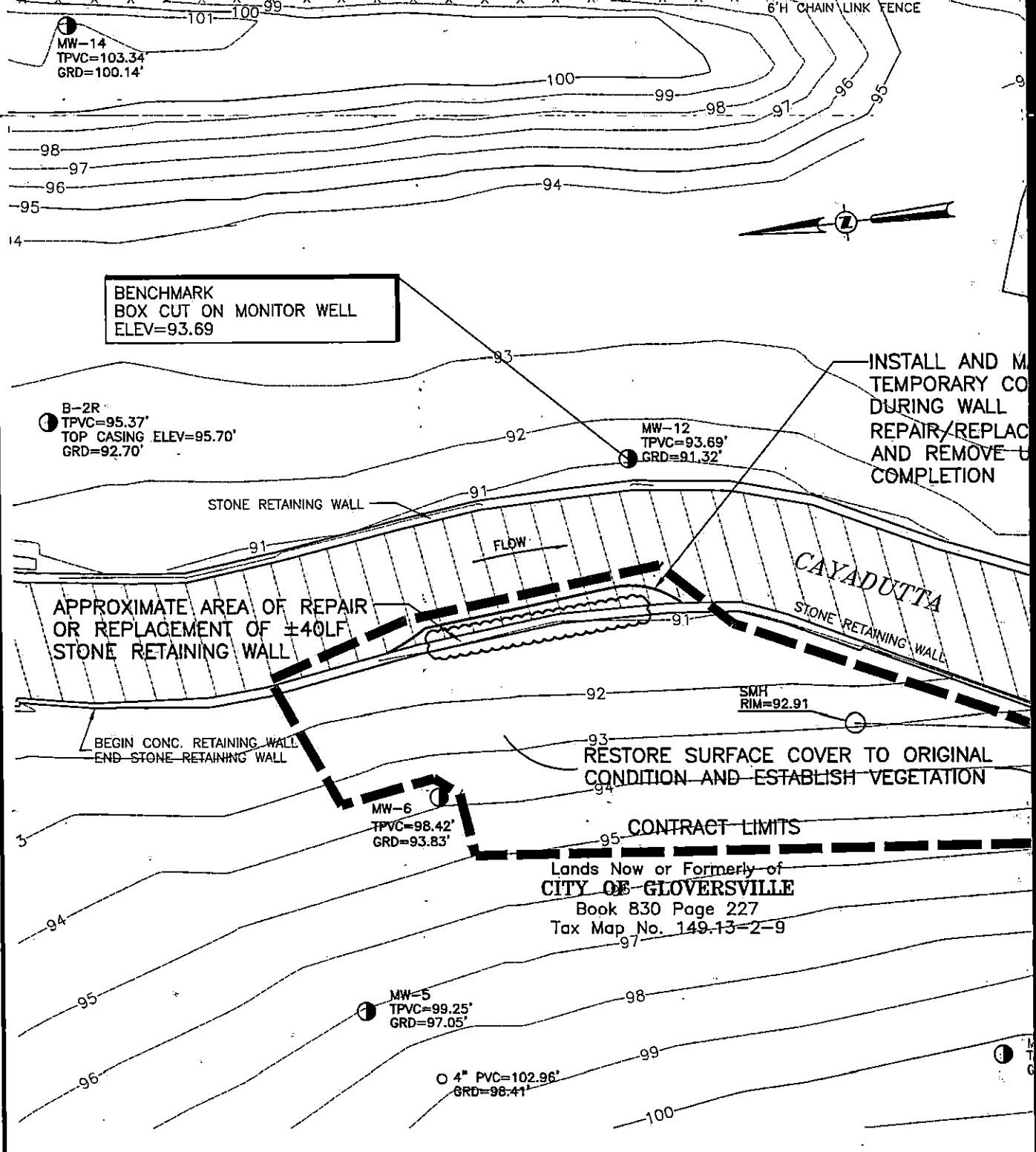
END OF SECTION 00827

SECTION 00851 - DRAWINGS INDEX

Title: Independent Leather Tannery, 321-333 South Main Street
Date: June 2008
Dwg. Nos.: 08-0388
By: C.T. Male Associates, P.C.

SHEET NO.	DESCRIPTION
1 of 3	Sheet C1, Creek Wall Repair Implementation Plan
2 of 3	Sheet C2, Add Alternate No. 1, Replaced In-kind Masonry Wall
3 of 3	Sheet C3, Add Alternate No. 2, Redi-Rock 41" Series Block Wall

END OF SECTION 00851



NOTE:

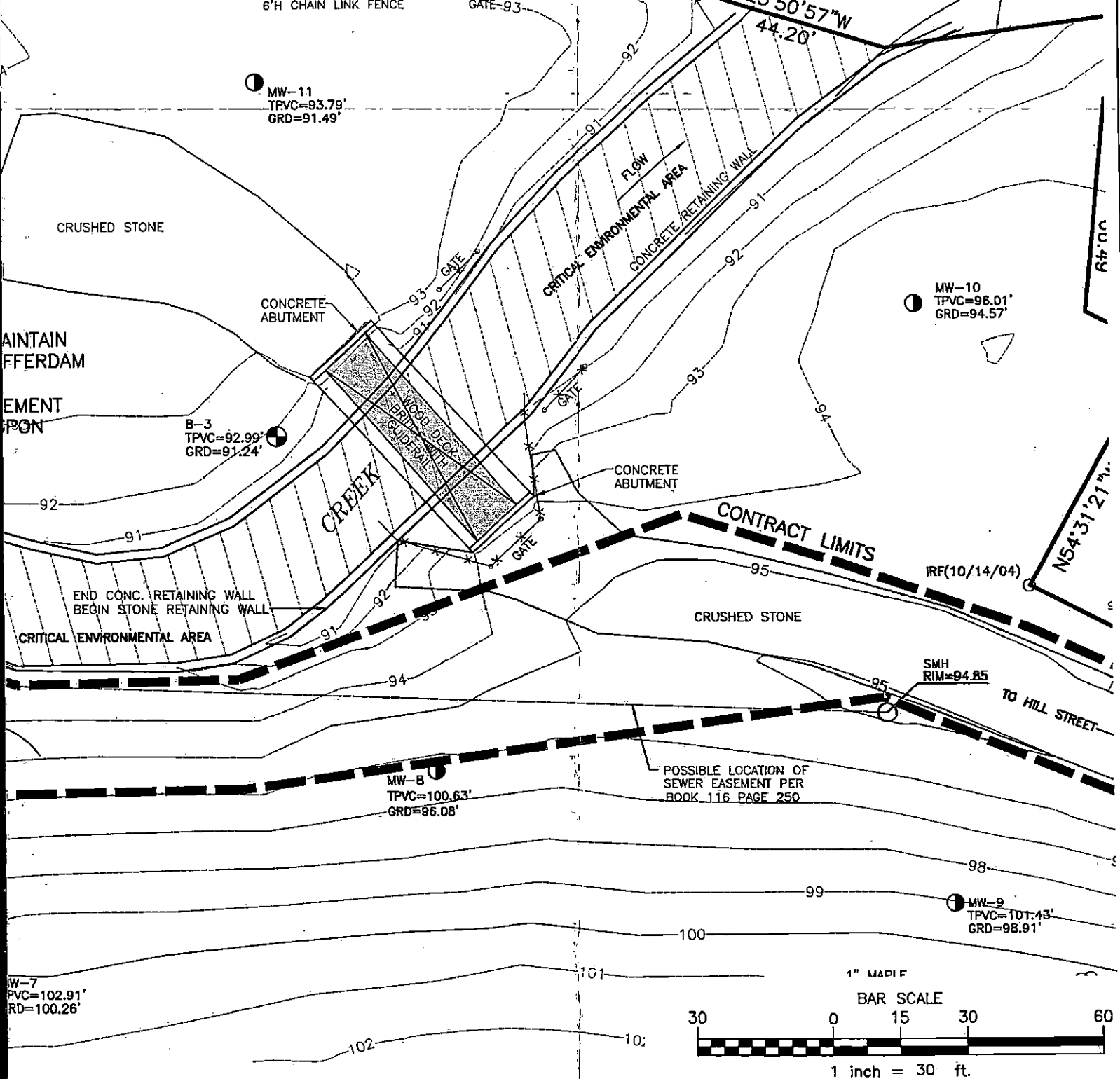
1.) THE LOCATIONS AND FEATURES DEPICTED ON THIS MAP ARE APPROXIMATE AND DO NOT REPRESENT AN ACTUAL FIELD SURVEY.

MAP REFERENCE:

1.) TOPOGRAPHIC SURVEY, PREPARED BY C.T. MALE ASSOCIATES, P.C., DATED AUGUST 25, 2006, DWG. NO. 06-0631.

FILE NAME: BM_REV1.DWG

DATE	REVISIONS RECORD/DESCRIPTION	DRAFTED	CHECK	APPR.
	①			
	②			
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UNAUTHORIZED ALTERATION OR
ADDITION TO THIS DOCUMENT
IS A VIOLATION OF SECTION
7209 SUBDIVISION 2 OF THE
NEW YORK STATE EDUCATION
LAW.

© 2008

C.T. MALE ASSOCIATES, P.C.

DESIGNED :

DRAFTED : JQE

CHECKED : J.MARX

PROJECT NO: 01-7207

CREEK WALL REPAIR IMPLEMENTATION PLAN

INDEPENDENT LEATHER REMEDIAL ACTION PROJECT CREEK WALL REPAIR

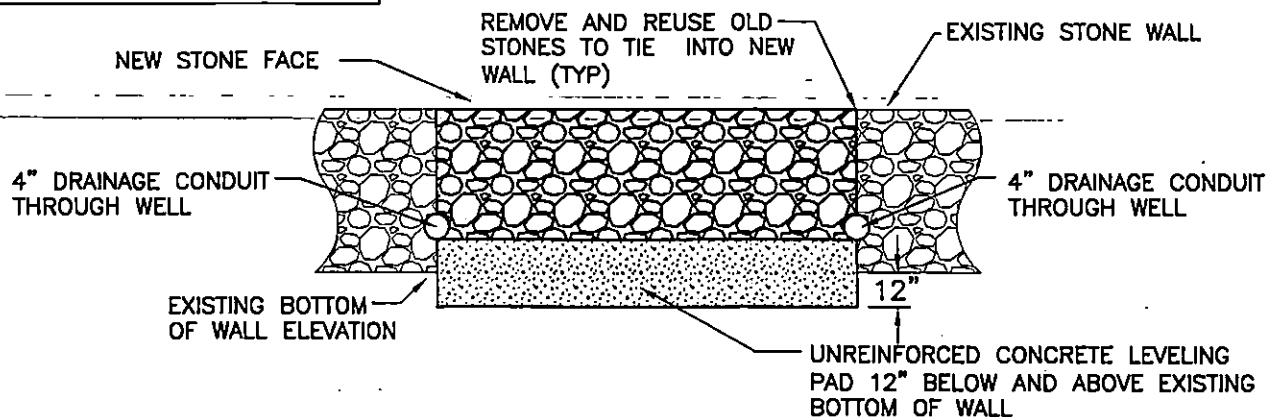
CITY OF GLOVERSVILLE

FULTON COUNTY, NEW YORK

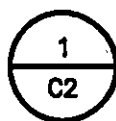
C.T. MALE ASSOCIATES, P.C.



C1

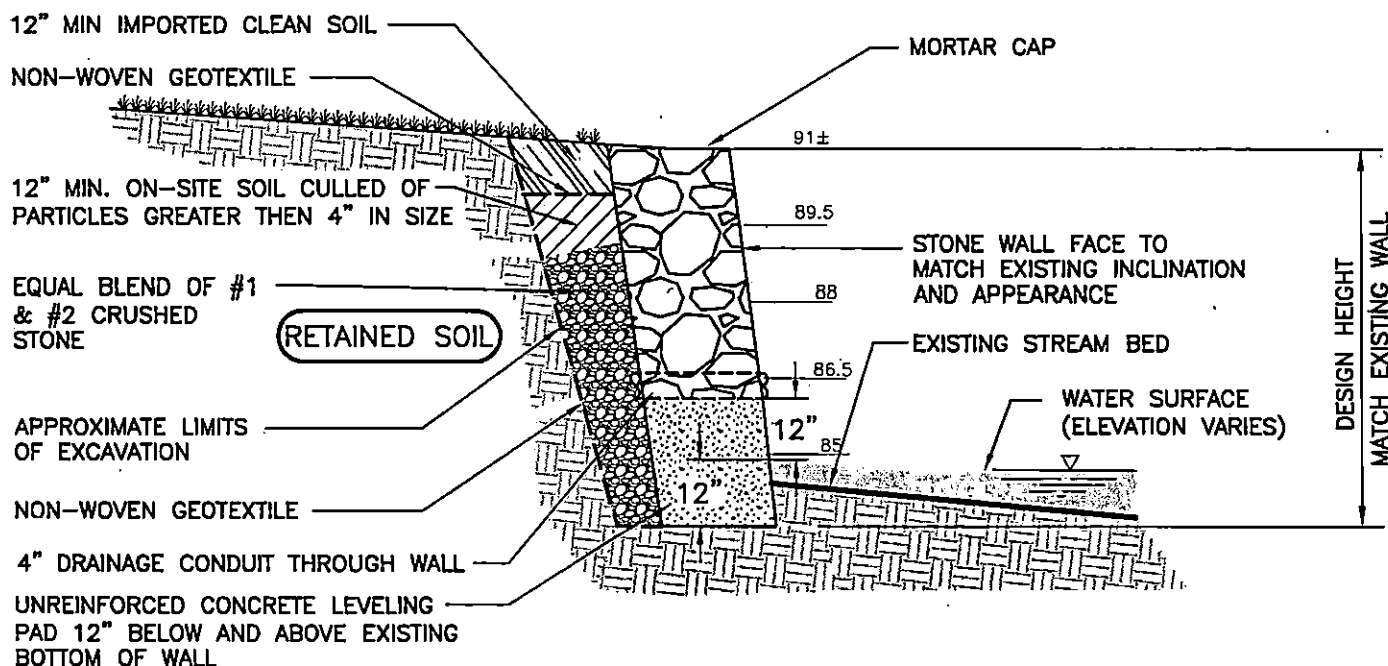


NOTE: USE TYPE M MORTAR FOR LAYING STONE WALL

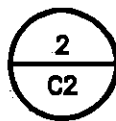


WALL FACE VIEW

SCALE: NONE
CROSS REFERENCE: C1



NOTE: PLACE AND COMPACT ON-SITE FILL IN 8" LIFTS. COMPACT TO 90% OF MAXIMUM DRY DENSITY AS DEFINED BY PROCTOR TEST ASTM-1557



CROSS SECTION

SCALE: NONE
CROSS REFERENCE: C1

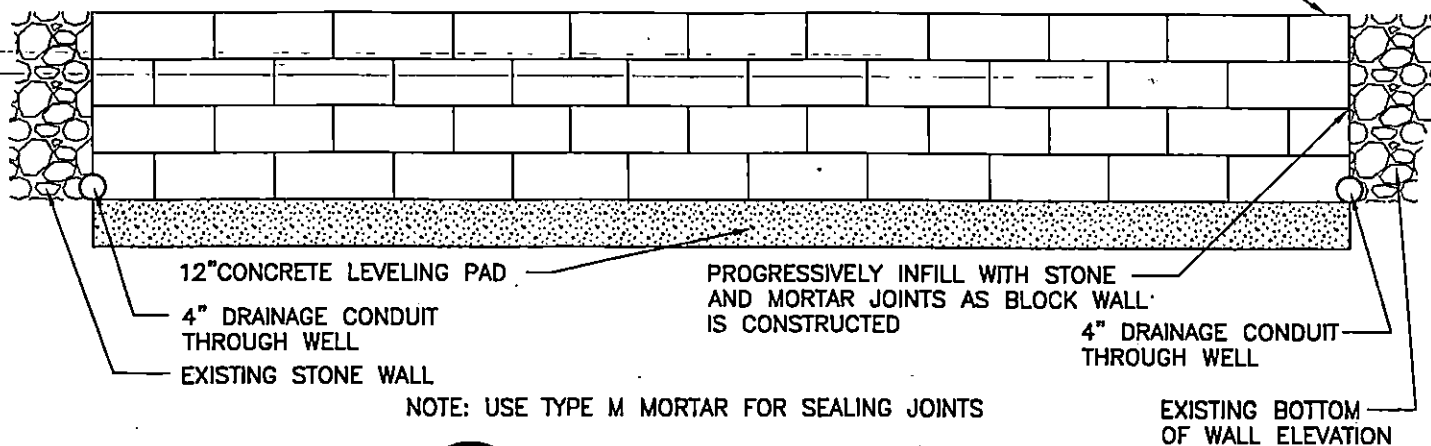
Date	RECORD OF WORK	Appr.

SHEET C2
ADD ALTERNATE NO.1
REPLACED IN KIND MASONRY WALL
DWG. NO. 08-0388, SHEET 2 OF 3

CITY OF GLOVERSVILLE FULTON COUNTY, NEW YORK

C.T. MALE ASSOCIATES, P.C.
50 CENTURY HILL DRIVE, P.O. BOX 727, LATHAM, NY 12110
518.786.7400 * FAX 518.786.7299

HALF BLOCKS TO ALTERNATE
COURSE. (TYP)

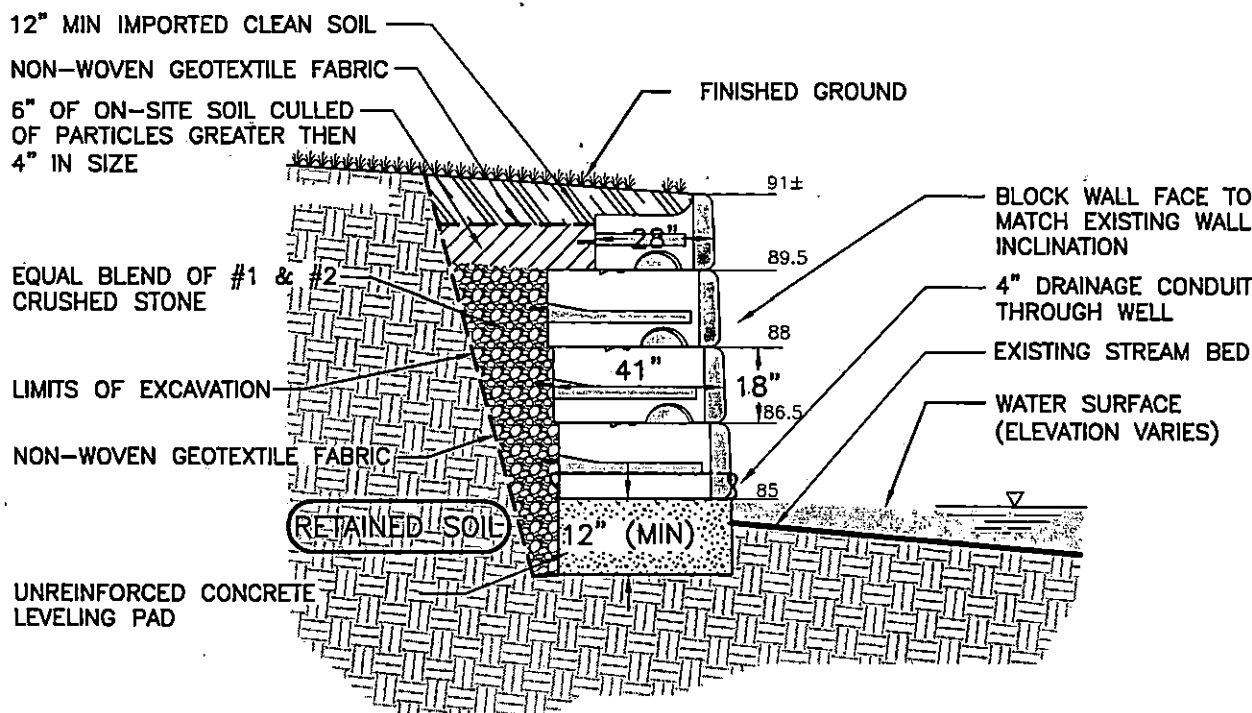


NOTE: USE TYPE M MORTAR FOR SEALING JOINTS

1
C3

WALL FACE VIEW

SCALE: NONE
CROSS REFERENCE: C1



NOTE: PLACE AND COMPACT ON-SITE FILL IN 8" LIFTS. COMPACT TO 90% OF MAXIMUM DRY DENSITY AS DEFINED BY PROCTOR TEST ASTM-1557

2
C3

CROSS SECTION

SCALE: NONE
CROSS REFERENCE: C1

Date	RECORD OF WORK	Appr.	SHEET C3 ADD ALTERNATE NO.2 REDI-ROCK 41" SERIES BLOCK WALL DWG. NO. 08-0388, SHEET 3 OF 3	
			CITY OF GLOVERSVILLE	FULTON COUNTY, NEW YORK
			C.T. MALE ASSOCIATES, P.C.	
			50 CENTURY HILL DRIVE, P.O. BOX 727, LATHAM, NY 12110	
			518.786.7400 * FAX 518.786.7299	

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 01010 - SUMMARY OF WORK

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 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 Independent Leather Site.
- B. The Contractor shall perform the following work under the Base 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. Prepare and provide a site specific Health and Safety Plan prepared by Certified Industrial Hygienist (CIH) or Certified Safety Professional (CSP) mainly for the excavation and handling of metal and possibly petroleum contaminated soils, but also to address other hazards that may exist.
 3. Site preparation including installation of cofferdam, removing water from work area, securing work area with orange fence, excavating to the depth necessary for installation of retaining wall base
 4. Contaminated Soil Removal: The existing soils to be excavated for the installation of the creek wall must be considered metal impacted (primarily arsenic and/or chromium), and may also be petroleum impacted based on the historical site use. Any soil excavated must be temporarily staged on and covered with plastic throughout the duration of work until such time the excavated material can be placed as backfill. If by installation of the wall and crushed stone, excavated soils can't be placed back behind the wall matching original grade, the excavated material must be loaded, transported and disposed of at the Fulton County Landfill.
 5. The creek wall repair is required on a project site where metal impacted soil remains. A soil 12" thick soil barrier to contact and underlying demarcation layer is required to be installed over the existing site soils where disturbed upon completion of backfill. Apply hydroseed across the surface of the soil barrier to contact after final grading.
 6. Work hours for this project will be between 7:30 AM to 5:30 PM Monday through Friday.
 7. Work in the creek shall be performed between April 30 to October 1.
- C. The Contractor shall perform the following work under the Add Alternate No. 1:
1. Provide and install a concrete leveling pad, drainage piping, new and existing stones, grout, masonry wall, tie into the existing stone wall, and backfill existing soils. See Sheet C2
- D. The Contractor shall perform the following work under the Add Alternate No. 2:
1. Provide and install concrete leveling pad, drainage, new Redi-Rock 41" Series block wall, tie into existing stone wall, and backfill with existing soils. See Sheet C3.

1.3 CONTRACT TIME

- A. All work shall be completed within ninety (90) days from project start.

1.4 CONTRACT METHOD

- A. Perform the Creek Wall Repair work under a single Unit 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 Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01010

SECTION 01025 - MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. This Section contains a list of Unit Price Contract Payment Items. Payment Items are listed in this section by Payment Item number exactly as they appear on the Bid Form. Payment Items are grouped under the Section in which they are specified or most appropriately associated.
- B. Subject to the provisions in GENERAL CONDITIONS, Article 10 - Changes in the Work and Article 11 - Change of Contract Price, all Work and payment for the Work of this Contract are represented by Payment Items and associated unit prices.
1. Payment items include all incidental costs and subsidiary obligations reasonably required to complete the work.
 2. Payment items include all Work Units combined as specified in this Section.
- C. Definitions:
1. PAYMENT ITEM: a specifically described unit of Work or a combination of described units of Work for which a price is provided in the Contract.
 2. WORK UNIT: an element of work specifically described in one of the Specification Sections which may be:
 - a. Combined with other Work Units into a single Payment Item as specified in this Section; or
 - b. Specified as a Payment Item in this Section. The Work Unit may appear in the Contract as a discrete Payment Item, and appear in the Contract as a discrete Payment Item, and also be combined with other Work Units as a part of another Payment Item.
 3. SUBSIDIARY OBLIGATIONS: All material, labor, supplies, equipment, and services not specifically described as Payment Items but which are reasonably required to complete the Work.

1.2 PAYMENT

- A. Subject to all other Contract requirements, the CONTRACTOR shall be paid for "as-built" quantities of Payment Items.
- B. Estimated Quantities on the Bid Form are for comparison in competitive bidding only and do not constitute the basis for payment or measurement of quantities.
- C. Unless otherwise specified or further qualified in this Section, Estimated Quantities on the Bid Form are:
1. Accurate within 25%±.
 - a. As-built quantities of Payment Items failing to meet such accuracy are defined as significantly changed, and subject to the provisions in GENERAL CONDITIONS, ARTICLE 11, paragraph 11.03.
- D. When the Work is divided into groups of Payment Items and the same Item description, regardless of item number, appears in more than one group, the accuracy of quantities specified in paragraph 1.2.C.1 applies to the total quantity of that Item in the Project, which is equal to the sum of that Item quantity from all groups.
- E. Payment Items listed in this Section by Item Number with the prefix "C" are contingency Payment Items, and are not subject to the accuracy of quantities specified in paragraph 1.2.C of this Section.

1.3 MEASUREMENT FOR PAYMENT

A. Payment limit lines:

1. Where payment limit lines are shown on the Contract Drawings, measurement of a Payment Item quantity will be made up to, but not beyond such lines.
2. Where the actual work of a Payment Item falls short of the payment limit line, measurement will be made to the line of the actual work.
3. No measurement for payment will be made for quantities outside of payment limit lines unless authorized in writing by the Engineer/Architect.

B. Methods of Measurement:

1. Measurements of lengths, widths, slope angles, and depths or elevations shall be made to determine "as built" quantities of lengths, areas, and volumes pertinent to Payment Items.
 - a. Unless otherwise specified, all lengths shall be horizontal distances.
 - b. Slope angles and elevations shall be measured using land surveying equipment appropriate to the situation.
2. Graphic representations of measured quantities shall be drafted to scale using the Contract Drawings where convenient and appropriate. Additional drawings shall be drafted if required.
 - a. Irregular shapes representing areas and volumes shall be measured using a compensating polar planimeter or a computer digitizer.
 - b. Regular shapes shall be scaled.
3. Use of Contract Drawings:
 - a. Unless otherwise agreed upon between the Contractor and Engineer/Architect the Contract Drawings shall be used as the basis to establish existing grades and other existing topographic features prior to the start of work.
4. The method of measuring the quantity of contaminated soil excavated and disposed of shall be based on weight tickets from a certified scale for each trailer load.
5. The method of measuring the quantity of imported fill materials used to backfill excavations shall be based on weight tickets from a certified scale for each trailer load (i.e., not on a cubic yard basis).

C. Other Measurements for Payment:

1. Pipe Lengths: Measurement of pipe shall be made along the top of pipe in place, taken as the laying length for the following:
 - a. Water pipe, including fittings and valves.
 - b. Sewer pipe, including branches, fittings, and excluding flared end sections, and the inside dimension of manholes, catch basins, and vaults.
2. Except as otherwise specified, measurement of Payment Item quantities of weights, lengths, areas, and volumes shall be made:
 - a. On "as-built" and in-place completed work, during construction or at the time of Substantial Completion.
 - b. If no other feasible and practical method of measurement is available, by delivery slips delivered to the Engineer/Architect.
3. Adjustments shall be made to eliminate overlaps in area and volume calculations.
4. Deductions shall be made for volumes occupied by pipes, manholes, and other structures built under this Contract.

1.4 DESCRIPTION OF UNIT PRICE CONTRACT PAYMENT ITEMS

A. Division 1 - General Requirements

1. Bid Item I - Mobilization/Demobilization: Includes but is not limited to general project set-up tasks, bonds and insurance, submissions, submittals, project meetings, coordination, safety meetings, construction facilities, temporary controls, protection of existing facilities and structures,

and project close out. Demobilization includes remaining breakdown/clean up tasks. Generally, ~~payment for mobilization will be allowed up to approximately 60% of the bid amount with the remaining 40% retained as demobilization.~~

B. Division 2 – Site Work

1. Bid Item 2: Includes all labor, equipment, material and tools to prepare and provide a Site Specific Health and Safety Plan by a Certified Industrial Hygienist (CIH) or Certified Safety Professional (CSP).
2. Bid Item 3: Includes all labor, equipment, materials, and tools to install a cofferdam, remove water from work area, secure work area with orange fence, and excavate to the depth necessary for installation of retaining wall base.
3. Bid Items 4: Includes all labor, equipment, material and tools to remove existing stone wall and temporarily stage in a location designated by the Engineer, use stone as necessary for new retaining wall, and leave excess on-site
4. Bid Item 5: Includes all labor, equipment, material and tools to decontaminate portions of construction equipment that comes into contact with site soils and contain wash fluids. Prior to washing the sediments are to be scraped off and placed in the excavation below the surface soil barrier to contact. The Contractor will be required to properly dispose of the wash fluids and provide disposal documentation to the Engineer.
5. Bid Item 6: Includes all labor, equipment, material and tools to excavate contaminated soil; control dust generation; temporarily stage soil and reload into trucks after analytical sampling performed by the Engineer, and protect soil piles from wind and precipitation erosion on a daily basis until transported off-site for disposal. The Contractor shall assume that the analytical results will be made available 10 to 12 business days from sample collection. The quantity of contaminated soil required to be removed will be only those necessary for the installation of the creek retaining wall. Payment quantity will be determined based on weight tickets from a certified scale from the disposal facility. No payment will be made for the contaminated soil returned to the excavation as backfill.
6. Bid Item 7: Includes all labor, equipment, material, tools to supply, place and compact 8" imported clean fill and 4" imported clean topsoil that originated from areas not having supported any known prior historical industrial, commercial development, or agricultural use, as documented in writing. The clean fill and imported topsoil will require analytical testing by the Engineer prior to use on-site to determine that the imported materials are absent of contaminants. The Contractor shall assume that the analytical results will be made available 10 to 12 business days from sample collection.
7. Bid Item 8: Includes all labor, equipment, material, tools to apply hydroseed to disturbed soil areas and protect until establishment of vegetative cover acceptable to the Engineer.
8. Bid Item 9: Includes all labor, equipment, material, tools to provide and install a replacement in-kind masonry wall inclusive of a concrete leveling pad, drainage piping, using new and existing stones, connection to the existing stone wall, #1 and #2 crushed stone, and backfill existing soils. See Sheet C2.
9. Bid Item 10: Includes all labor, equipment, material, tools to provide and install a new Redi-Rock 41" series block wall inclusive of a concrete leveling pad, drainage, connection to existing stone wall, #1 and #2 crushed stone, and backfill with existing soils. See Sheet C3.

END OF SECTION 01025

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 the Contractor's Applications for Payment.
- B. Related Sections: The following Sections contain requirements that relate to this Section.
 - 1. Schedules: The Contractor's Construction Schedule and Submittal Schedule are specified in Division 1 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. Payment-Application Times: Each progress-payment date is indicated in the Agreement. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- 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 4 signed and notarized original copies of each Application for Payment to the Engineer/Architect by a method 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 preconstruction meeting.
- H. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.
1. Administrative actions and submittals that shall precede or coincide with this application include:
 - a. Warranties (guarantees) and maintenance agreements.
 - b. Disposal documentation/weight tickets.
 - c. Imported backfill quantity documentation from supplier.
 - d. Final cleaning.
 - e. List of incomplete Work, recognized as exceptions to Engineer/Architect's Certificate of Substantial Completion.
- I. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
- a. Completion of Project closeout requirements.
 - b. Completion of items specified for completion after Substantial Completion.
 - c. Ensure that unsettled claims will be settled.
 - d. Ensure that incomplete Work is not accepted and will be completed without undue delay.
 - e. Transmittal of required Project construction records to the Owner.
 - f. Proof that taxes, fees, and similar obligations were paid.
 - g. Removal of temporary facilities and services.
 - h. Removal of surplus materials, rubbish, and similar elements.
 - i. Waiver of liens from subcontractors and suppliers.
 - j. Required documentation of minority and women owned business enterprises participation.
 - k. Certified payroll paperwork.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

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. Section 00500 - Agreement Forms.
- B. Section 00700 - General Conditions: Governing requirements for changes in the Work, in Contract Sum/Price, and Contract Time.
- C. Section 00810 - 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 Engineer/Architect 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 Engineer/Architect 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 Engineer/Architect, 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 of 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.
- B. The document will describe changes in the Work, and will designate method of determining any change in the Contract Sum/Price or Contract Time.
- C. 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 Engineer/Architect.

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. Engineer/Architect 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: Engineer/Architect 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

- A. Section 01700 - Contract Closeout: Contract closeout procedures.

1.3 PROJECT COORDINATION ADMINISTRATOR

- A. Project Coordination Administrator: Engineer/Architect

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 Engineer/Architect.
- 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 Engineer/Architect 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 Engineer/Architect for review.

1.7 CLOSEOUT PROCEDURES

- A. Notify Engineer/Architect when Work is considered ready for Substantial Completion. Accompany Engineer/Architect on preliminary project observation to determine items to be listed for completion or correction in Contractor's notice of Substantial Completion.
- B. Comply with Engineer/Architect's instructions to correct items of Work listed in executed Certificates of Substantial Completion.
- C. Notify Engineer/Architect when Work is considered finally complete.
- D. Comply with instructions for completion of items of Work determined by the Engineer/Architect'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. Section 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 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 Engineer/Architect 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."

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/Architect 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/Architect 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/Architect 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/Architect 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 15 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/Architect, 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 5 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/Architect's final release or approval.
- B. Distribution: Following response to initial submittal, print and distribute copies to the Engineer/Architect, 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/Architect'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/ARCHITECT'S ACTION

- A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Engineer/Architect 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/Architect 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 Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01300

SECTION 01400 - QUALITY CONTROL SERVICES

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 quality control services.
- B. Quality control services include inspections and tests and related actions including reports, performed by independent agencies, governing authorities, and the Contractor. They do not include Contract enforcement activities performed by the Engineer.
- C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with Contract Document requirements.
- D. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.
 - 1. Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and tests, cover production of standard products as well as customized fabrication and installation procedures.
 - 2. Inspections, test and related actions specified are not intended to limit the Contractor's quality control procedures that facilitate compliance with Contract Document requirements.
 - 3. Requirements for the Contractor to provide quality control services required by the Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.3 RESPONSIBILITIES

- A. Contractor Responsibilities: The Contractor shall provide inspections, tests and similar quality control services, specified in individual Specification Sections and required by governing authorities, except where they are specifically indicated to be the Owner's responsibility, or are provided by another identified entity; these services include those specified to be performed by an independent agency and not by the Contractor. Costs for these services shall be included in the Contract Sum.
 - 1. The Contractor shall employ and pay an independent agency, to perform specified quality control services (i.e., concrete and soil materials testing).
 - 2. The Owner will engage and pay for the services of an independent agency to perform inspections and tests specified as the Owner's responsibility.
 - 3. Retesting: The Contractor is responsible for retesting where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements, regardless of whether the original test was the Contractor's responsibility.
 - a. Cost of retesting construction revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original construction.
 - 4. Associated Services: The Contractor shall cooperate with agencies performing required inspections, tests and similar services and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include but are not limited to:

- a. Providing access to the Work and furnishing incidental labor and facilities necessary to facilitate inspections and tests.
 - b. Taking adequate quantities of representative samples of materials that require testing or assisting the agency in taking samples.
 - c. Providing facilities for storage and curing of test samples, and delivery of samples to testing laboratories.
 - d. Providing the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
 - e. Security and protection of samples and test equipment at the Project site.
- B. Duties of the Testing Agency: The independent testing agency engaged to perform inspections, sampling and testing of materials and construction specified in individual Specification Sections shall cooperate with the Engineer and Contractor in performance of its duties, and shall provide qualified personnel to perform required inspections and tests.
1. The agency shall notify the Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. The agency is not authorized to release, revoke, alter or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work.
 3. The agency shall not perform any duties of the Contractor.
- C. Coordination: The Contractor and each agency engaged to perform inspections, tests and similar services shall coordinate the sequence of activities to accommodate required services with a minimum of delay. In addition the Contractor and each agency shall coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
1. The Contractor is responsible for scheduling times for inspections, tests, taking samples and similar activities.

1.4 SUBMITTALS

- A. The independent testing agency shall submit a certified written report of each inspection, test or similar service, to the Engineer, in duplicate, unless the Contractor is responsible for the service. If the Contractor is responsible for the service, submit a certified written report of each inspection, test or similar service through the Contractor, in duplicate.
1. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
 2. Report Data: Written reports of each inspection, test or similar service shall include, but not be limited to:
 - a. Date of issue.
 - b. Project title and number.
 - c. Name, address and telephone number of testing agency.
 - d. Dates and locations of samples and tests or inspections.
 - e. Names of individuals making the inspection or test.
 - f. Designation of the Work and test method.
 - g. Identification of product and Specification Section.
 - h. Complete inspection or test data.
 - i. Test results and an interpretations of test results.
 - j. Ambient conditions at the time of sample-taking and testing.
 - k. Comments or professional opinion as to whether inspected or tested Work complies with Contract Document requirements.
 - l. Name and signature of laboratory inspector.
 - m. Recommendations on retesting.

1.5 QUALITY ASSURANCE

- A. Qualification for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which specialize in the types of inspections and tests to be performed.
 - 1. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the State in which the Project is located.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes. Comply with Contract Document requirements for "Cutting and Patching."
- B. Protect construction exposed by or for quality control service activities, and protect repaired construction.
- C. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

END OF SECTION 01400

SECTION 01565 - DUST CONTROL

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Application of Water for Dust Control.

1.2 RELATED SECTIONS

- A. Section 02090 - Contaminated Soil Remediation

1.3 SUBMITTALS

- A. Submit in accordance with Section 01300 - Submittals.

PART 2 - PRODUCTS (NONE)

PART 3 - EXECUTION

3.1 METHOD OF DUST CONTROL

- A. The Contractor shall provide a method of dust control which prevents fugitive dust generation from exceeding NYS Department of Health Generic Community Air Monitoring Plan action levels. The Engineer will be conducting electronic dust monitoring upwind and downwind of the work area to document that action levels are not being exceeded during ground intrusive work activities. If action levels are exceeded, work will halt and the Contractor shall upgrade or modify dust control techniques prior to resuming work.

3.2 APPLICATION OF WATER FOR DUST CONTROL

- A. The Contractor shall arrange to have water available for dust control at all times during construction. Utilization of the municipal water system for dust control shall be coordinated with the City of Gloversville Public Works Department. The Contractor shall pay for connection and water used, as required by the City of Gloversville. Water may be supplied for dust control with water trucks or any other means available to the Contractor. Utilization of surface water (pond, stream, etc.) for dust control will neither be acceptable nor allowed. A suitable device for a positive shut-off and for regulating the flow of water shall be provided.
- B. Apply water to the areas requiring dust control at a sufficient uniform rate to control dust. The Engineer will determine the area within the work zone which needs watering. Those areas requiring dust control shall be watered a minimum of once per day or more as ordered by the Engineer. No visible dust will be allowed.

END OF SECTION 01565

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 Engineer/Architect's inspection.
- B. Provide submittals to Engineer/Architect 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; mechanically 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01700

SECTION 02000 - HEALTH AND SAFETY

PART 1 - GENERAL

1.1 WORK UNITS

- A. Definitions.
- B. Scope of Work.
- C. Regulations and Reference Standards.
- D. Submittals.
- E. Existing Conditions
- F. Health and Safety Plan.
- G. Air Monitoring Program.

1.2 RELATED SECTIONS

- A. Section 02090 - Contaminated Soil Remediation.
- B. Section 02097 - Soil Barrier to Contact.

1.3 DEFINITIONS

- A. Project Personnel: Project personnel include NYSDEC, the Contractor, its Subcontractors, and Federal and State Representatives working and having business at the Project site.
- B. Authorized Visitor: Authorized visitors are individuals who do not have specific knowledge or involvement with the Project but have demonstrated through written proof that they are medically certified and trained in accordance with 29 CFR 1910.120 to enter the work area. All visitors shall be escorted by the Owner, the Owner's Representative and/or NYSDEC.
- C. Health and Safety Officer (HSO): The Contractor's employee or its Subcontractor responsible for the preparation and implementation of the site specific Health and Safety Plan (HASP) and Air Monitoring Program (AMP). The HSO will be responsible for the day to day implementation and enforcement of the HASP and AMP.
- D. Health and Safety Technician (HST): The Contractor's employee or its Subcontractor who will assist the HSO in implementing the HASP and the air monitoring in work areas, and maintaining monitoring and safety equipment in good working condition.
- E. Monitoring: The use of direct-read field instruments to provide information on the levels of organic vapors and particulates, which may be present during remedial action. Monitoring shall be performed by the Contractor's employee or its Subcontractor with calibrated equipment to evaluate for employee exposures to site conditions.

1.4 SCOPE OF WORK

- A. The work covered under this section shall consist of furnishing all labor, materials, tools and equipment necessary to prepare and implement a site specific Health and Safety Plan (HASP) and Air Monitoring Program (AMP). A HASP and AMP is required at the site due to the environmental impacts that exist in soil and groundwater at the site.
- B. The Contractor shall understand that this section describes the minimum health and safety requirements for reference in the Contractor's development of a written site specific Health and Safety Plan (HASP). The HASP shall be prepared by a Certified Industrial Hygienist (CIH) or Certified Safety Professional (CSP) and submitted to the Engineer prior to start of work.
- C. The Contractor shall develop and implement an AMP for his/her personnel for organic vapors and particulates. The AMP shall be used by the Contractor to determine the proper level of personnel protective equipment to use, and to document that the level of protection utilized is adequate. The Contractor will not be responsible for developing and implementing area or perimeter air monitoring as this will be the responsibility of the Owner. The Contractor will be responsible for assuring levels of organic vapors and particulates during intrusive site work and backfilling do not exceed established action levels indicated in New York State Department of Health's Generic Community Air Monitoring Plan.

1.5 REGULATIONS AND REFERENCE STANDARDS

- A. Occupational Safety and Health Administration Regulations.
- B. 29 CFR Part 1910.120 - Hazardous Waste Operations and Emergency Response (HAZWOPER).
- C. 29 CFR Part 1926.- Safety and Health Regulations for Construction

1.6 SUBMITTALS

- A. Site Specific Health and Safety Plan prepared by Certified Industrial Hygienist (CIH) or Certified Safety Professional (CSP) prior to start of work.
- B. Qualifications of Certified Industrial Hygienist (CIH) or Certified Safety Professional (CSP).
- C. A copy of the worker's training certificates such as OSHA 40 Hour and 8 Hour Refresher HAZWOPER training certificates prior to mobilizing to the site or a certification by the Contractor that the personnel entering the work areas have received the appropriate health and safety training in accordance with 29 CFR 1910 and 1926.
- D. A copy of the worker's medical surveillance documentation prior to mobilizing to the site or a certification by the Contractor that the personnel entering the work areas have received the appropriate medical surveillance in accordance with 29 CFR 1910.

1.7 EXISTING CONDITIONS

- A. Environmental impacts have been identified within surface and subsurface soils at the site. The contaminants of concern in soil have been primarily identified as petroleum related volatile and semi-volatile organic compounds and metals. Typical concentrations of total volatile organic compounds and semi-volatile organic compounds detected on the east side of the Cayadutta Creek are generally less than 75 mg/kg and 170 mg/kg, respectively. The primary metals of concern are arsenic and chromium, which have been typically detected on the east side of the Cayadutta Creek at concentrations ranging from non-detect to 3,510 mg/kg and non-detect to 2,560 mg/kg, respectively.

- B. Environmental impacts have been identified within groundwater at the site. The contaminants of concern in groundwater have been primarily identified as petroleum related, volatile and semi-volatile organic compounds and metals. The concentrations of total volatile organic compounds and semi-volatile organic compounds typically detected on the east side of the Cayadutta Creek are generally less than 100 ug/l and 250 ug/l, respectively. The primary metal of concern is arsenic, which have been typically detected in groundwater within the eastern side of the Cayadutta Creek at concentrations ranging from non-detect to 494 ug/l.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 HEALTH AND SAFETY PLAN

- A. The Contractor will be responsible for ensuring the health and safety of his employees and subcontractor employees during the work; for health and safety monitoring; for enforcing health and safety procedures; and for complying with all Local, State and Federal regulations through implementation of the site specific HASP. The HASP shall be prepared in accordance with the requirements of 29 CFR 1910.120.
- B. The Contractor shall determine the appropriate level of worker protection during completion of the remedial action and adjust the personal protective equipment on the basis of site conditions and air monitoring results in accordance with the Contractor's HASP.
- C. The Contractor shall be responsible for protecting project personnel and the general public from hazards due to the handling and transportation of contaminated materials. Barricades, orange fencing and signage shall be furnished to safeguard the project personnel and the public at all times.
- D. Notify the Owner and/or the Owner's Representative of any unforeseen or unsafe site condition, and in the interim the Contractor shall take action to maintain safe working conditions until the situation is resolved.

3.2 AIR MONITORING PROGRAM

- A. The Contractor will be responsible for developing and implementing an AMP to determine and monitor for the proper level of personnel protective equipment necessary during completion of work, to document that the level of worker protection is adequate, and to assess the potential for migration of contaminants outside of the work areas.
- B. The Contractor shall provide real-time monitoring for organic vapors and particulates, the number of instruments dependent on the work activities and environmental conditions. The purpose of the air monitoring will be for the Contractor to determine if additional personal protective equipment is required.
- C. The anticipated level of personal protective equipment is Level D, but is subject to change as a result of air monitoring and judgement by the Contractor's HSO. Upgrading to Level C may be required for this project and the Contractor shall have respirators immediately available in the event the Contractor's air monitoring results indicate an upgrade is necessary. The determination of the proper level of protection for each task shall be the responsibility of the Contractor. The task specific levels of protection shall be stated in the Contractors HASP.

END OF SECTION 02000

SECTION 02090 - CONTAMINATED SOIL REMEDIATION

PART 1 - GENERAL

1.1 WORK UNITS

- A. Scope of Work.
- B. Regulations and Reference Standards.
- C. Submittals.
- D. Existing Conditions.
- E. Excavation and Stockpiling of Contaminated Soil.
- F. Loading, Transportation and Disposal of Contaminated Soil.

1.2 RELATED SECTIONS

- A. Section 01300 - Submittals.
- B. Section 01565 - Dust Control.
- C. Section 02000 - Health and Safety.
- D. Section 02097 - Soil Barrier to Contact.

1.3 SCOPE OF WORK

- A. The work covered under this section shall consist of furnishing all labor, materials, tools and equipment necessary to install a cofferdam, excavate contaminated soil and stockpile it on-site as necessary to remove the failed retaining wall and to install the new retaining wall; to load contaminated soil into transportation vehicles; and to dispose the non-hazardous contaminated soils at Fulton County Landfill. All existing soil excavated to facilitate the installation of the retainage wall must be considered contaminated with metals and possibly petroleum.
- B. The Contractor is not responsible for sampling and analysis of contaminated soil that as required by the disposal facility, but must coordinate with the Engineer and adjust the work schedule accordingly as analytical results will not be available for 10 to 12 business days from the date of sample collection.

1.4 REGULATIONS AND REFERENCE STANDARDS

- A. New York State Department of Environmental Conservation (NYSDEC) Stars Memo #1, Petroleum - Contaminated Soil Guidance Policy, August 1992.
- B. NYSDEC TAGM 4046, Determination of Soil Cleanup Objectives and Cleanup Levels, January 24, 1995 and December 20, 2000 Addendum.
- C. Occupational Safety and Health Administration Regulations.

- D. 29 CFR Part 1910.120 - Hazardous Waste Operations and Emergency Response (HAZWOPER).
- E. 6NYCRR Part 364 - Waste Transporter Permits.
- F. 49 CFR Parts 170-178 - Department of Transportation Regulations.

1.5 SUBMITTALS

- A. Name of transporter that will be transporting the contaminated soil and a copy of their valid 6NYCRR Part 364 transporter permit.
- B. Name of disposal facility that will be accepting the contaminated soil and a copy of their operating permit or other means of documenting the facility is permitted to accept the waste being disposed of, and a copy of the approved waste profile form from the disposal facility.
- C. An example of how the transportation and disposal documents for contaminated soil disposal will be completed prior to actual shipment of waste off-site.
- D. A copy of completed and signed transportation and disposal documents at the time of shipment; and a copy signed by the disposal facility indicating receipt at the facility. Disposal documentation to include bills of lading, waste manifests, weight tickets, etc.

1.6 EXISTING CONDITIONS

- A. The soil conditions on the east side of the Cayadutta Creek generally consist of fill materials overlying glacial till. The fill materials are generally silty sand or sandy gravel from the surface to about four (4) to six (6) feet below grade. The till generally consists of sand with silt and embedded gravel.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 NOTIFICATIONS

- A. Notify Underground Facilities Protection Organization 1-800-962-7962, 72 hours prior to starting excavation, for location of gas, telephone, electric lines and other participating utilities.
- B. Notify other private and public utilities in the work area.
- C. Notify Owner and Engineer at least 72 hours in advance of performing field work.

3.2 EXCAVATION AND STOCKPILING OF CONTAMINATED SOIL

- A. The Contractor will be responsible for ensuring the health and safety of his employees and subcontractor employees during the work; for health and safety monitoring; for enforcing health and safety procedures; and for complying with all Local, State and Federal regulations.

- B. The Contractor shall excavate contaminated soil to facilitate the removal of the failed retaining wall and the installation of the new retaining wall. The excavation of contaminated soil shall not be performed without the Engineer being present.
- C. Contaminated soil shall be excavated in a manner that will not damage or compromise the integrity of existing structures (fence, bridge, creek walls, etc.), utilities and roadways. The Contractor shall be responsible for maintaining a safe excavation and protecting existing site structures.
- D. The excavation of petroleum contaminated soil must be done in a manner which will avoid spreading the contamination and contaminating clean surfaces at grade.
- E. The Contractor will be required to temporarily stockpile the excavated contaminated soil on a minimum of two layers of 6 mil polyethylene. The polyethylene sheeting shall extend out at least 3 feet from the edge of the soil. The pile will be covered on the end of each work day by pulling excess sheeting up over the top of the soil and then covering the pile with 2 layers of 6 mil polyethylene. The sheeting must be secured at the base and along its slope to hold the sheeting in place.
- F. The Contractor will be responsible for maintaining the integrity of the stockpile and plastic sheeting, and for preventing the migration of contaminants outside the sheeting until the soil is disposed of off-site.
- G. At completion of the contaminated soil excavation, install retaining wall and backfill.

3.3 LOADING, TRANSPORTATION AND DISPOSAL OF CONTAMINATED SOIL

- A. The Contractor will be responsible for the coordination, testing, transportation and disposal of the non-hazardous contaminated soil off-site at the Fulton County Landfill in accordance with all applicable Local, State and Federal regulations.
- B. The Contractor shall load the contaminated soil into the transportation vehicles properly dispose of the polyethylene base and cover, and restore grade under soil stockpile to original condition.
- C. The Contractor shall line the dump trailers or other transportation vehicles with polyethylene sheeting prior to the loading them with the contaminated soil, and shall be covered with a tarp prior to transportation off-site.
- D. The Contractor will be responsible for preparing the transportation and disposal documents and coordinating with the disposal facility. The Contractor shall submit a copy of the completed documents to the Engineer for review prior to shipment of the soil off-site.

END OF SECTION 02090

SECTION 02097 - SOIL BARRIER TO CONTACT

PART 1 - GENERAL

1.1 WORK UNITS

- A. Scope of Work.
- B. Regulations and Reference Standards.
- C. Submittals.
- D. Notifications.
- E. Placement of Soil Barrier to Contact.
- F. Analytical Sampling Requirements.

1.2 RELATED SECTIONS

- A. Section 01300 - Submittals.
- B. Section 01565 - Dust Control.
- C. Section 02000 - Health and Safety.
- D. Section 02095 - Contaminated Soil Remediation
- E. Section 02121 - Environmental Protection.

1.3 SCOPE OF WORK

- A. The work covered under this section shall consist of furnishing all labor, materials, tools and equipment necessary to place a minimum one foot thick soil barrier to contact in designated areas of the site, grade the areas of the site receiving the soil barrier before and after placement of the soil barrier to promote positive drainage, place a demarcation layer prior to placing the clean general fill and the soil barrier to contact to differentiate between existing soils and clean imported backfill, apply seed or hydroseed to the surface of the soil barrier after final grading and raking, and hydrate as necessary to establish vegetative cover.
- B. The soil barrier shall consist of four (4) inches of topsoil underlain by a minimum of eight (8) inches of clean general fill. The soil barrier to contact shall be compacted to achieve 90% Modified Proctor Density Compaction.
- C. The work will also include analytical sampling of the source(s) of clean soil fill to document the environmental quality of the soil used for the soil barrier. The intent of the sampling is to document that the borrow pit is "clean" and free of contamination. This sampling will be performed by the Engineer. If analytical results are above regulatory values, the Contractor will be responsible for removing and replacing the soil with clean soil.
- D. No off-site disposal of excavated soil will be permitted without characterization and prior authorization.

1.4 REGULATIONS AND REFERENCE STANDARDS

- A. New York State Department of Environmental Conservation (NYSDEC) Part 375, Environmental Remediation Programs.
- B. Occupational Safety and Health Administration (OSHA) Regulations.

1.5 SUBMITTALS

- A. Two 6" x 6" samples of non-woven geotextile, manufacturer's construction specifications, and manufacturer's guarantee that product conforms to specifications.
- B. Provide documentation on the type of imported fill.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Propex

B. Other manufacturers whose products meet or exceed the Specification

2.2 DEMARCATION LAYER

A. Non-woven Geotextile

PART 3 - EXECUTION

3.1 NOTIFICATIONS

- A. Notify Underground Facilities Protection Organization 1-800-962-7962, 72 hours prior to starting excavation, for location of gas, telephone, electric lines and other participating utilities.
- B. Notify other private and public utilities in the work area.

3.2 PLACEMENT OF SOIL BARRIER TO CONTACT

- A. Place soil barrier to contact upon completion of retainage wall installation. Install demarcation layer between existing soils and new imported materials. Placement of the demarcation layer shall have a minimum one foot overlap and should extend vertically along excavation sidewalls.
- B. Placement of the soil barrier to contact must be completed in a manner which will avoid spreading the contamination above the demarcation layer.
- C. Apply seed or hydroseeding and establish grass cover.
- D. Implement erosion and sediment controls in accordance with Section 02121.

3.3 ANALYTICAL SAMPLING REQUIREMENTS

- A. The Engineer shall be responsible for collecting and analyzing representative soil samples of the clean imported soil fill used. The Contractor must coordinate with the Engineer and should plan for 10 to 12 business days from the date of sample collection for available analytical results. Imported soil fill will not be used nor allowed on-site until the analytical results have been reviewed and approved by the Engineer and/or New York State Department of Environmental Conservation.
- B. The analytical laboratory used for analysis of soil samples shall be by New York State Department of Health Environmental Laboratory Approval Program (ELAP) certified.
- C. Analytical requirements and frequencies for imported soil sampling shall be performed in accordance with the following:
 - a. Virgin soil will be subject to collection of one representative composite sample per source. The sample should be analyzed for the Target Compound List (TCL) volatile organic compounds, semi-volatile organic compounds, pesticides, PCBs, and metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium, silver and cyanide). The soil will be acceptable for use as backfill provided that all parameters are equal to or below those SCGs established in New York State Department of Environmental Conservation (NYSDEC) Part 375 Environmental Restoration Programs Unrestricted Use Soil Cleanup Objectives Table 375-6.8(a). Virgin soil (i.e., derived from a natural pit) shall be documented in writing to be native soil material from areas not having supported any known prior historical industrial, commercial development, or agricultural use.
 - b. Non-virgin soils (i.e., not derived from a natural pit) will be analyzed for the TCL volatile organic compounds, semi-volatile organic compounds, pesticides, PCBs, and metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium, silver and cyanide) at a frequency of one composite sample for every 500 cubic yards of material from each source area. If more than 1,000 cubic yards of soil are borrowed from a given off-site non-virgin soil source area and both samples for the first 1,000 cubic yards meet site SCGs, the sample collection frequency will be reduced to one composite sample for every 2,500 cubic yards of additional soils from the same source, up to 5,000 cubic yards. For borrow sources greater than 5,000 cubic yards, sampling frequency may be reduced to one sample for every 5,000 cubic yards, provided previous samples met SCGs established in New York State Department of Environmental Conservation (NYSDEC) Part 375 Environmental Restoration Programs Unrestricted Use Soil Cleanup Objectives Table 375-6.8(a).

END OF SECTION 02097

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 02090 - Contaminated Soil Remediation.

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 Contract Drawings.

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 stream disturbance work shall be performed in accordance with the applicable portions of the City of Gloversville Municipal General Permit GP-5-06-001. 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 other than as specified in Contract Drawings.
- 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 edge of the stream shall be marked by a silt fence installed by Contractor prior to construction.
- B. Tree trunks and roots, and vegetation shall not be disposed of in trenches or excavations.
- 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.

3.3 STREAM CROSSINGS

- A. There are a number of stream classifications and the classification varies from stream to stream, but in general, the Contractor shall conform to the following construction requirements:
 - 1. Stream crossings are only allowed via the existing pre-engineered vehicular bridge. The bridge is designed to support its own dead load plus an HS-20 vehicular live load in accordance with American Association of State Highway and Transportation Officials (AASHTO) "Standard Specifications for Highway Bridges".
 - 2. Work in the stream is prohibited unless at the direction of the Engineer/Architect.
 - 3. The Contractor shall submit for approval by the Engineer/Architect the details or methods to be used to protect the stream. All phases of protection of streams and the surrounding areas shall be

subject to the approval of officials of the New York State Department of Environmental Conservation.

4. Care shall be taken to prevent or reduce to a minimum any damage to any stream from pollution by debris, sediment or other material or from the manipulation of equipment and/or materials in or near such streams.
 - a. Water that has been used for washing or processing or that contains oils or sediments that will reduce the quality of the water in the stream shall not be directly returned to the stream.
5. Where work necessitates disturbing banks, they shall be returned to original condition, planted with suitable grasses, trees, and shrubs so as to prevent erosion. All tree and brush removal shall be kept to a minimum.

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, Contractor shall promptly reseed.
- C. Water, resulting from dewatering 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.
- E. The Contractor shall install silt fence at the locations shown on Contract Drawings.
- F. The Contractor shall cover staged soil piles at the end of each work day to prevent release of soil particles to air or land via wind and/or precipitation runoff.

END OF SECTION 02121