



DEPARTMENT OF PARKS, RECREATION AND CONSERVATION

Orange County
New York

Contract Documents

RFB No. _____

Remediation of Aboveground and Underground Storage Tanks Glenmere Lake Property

March 2010



db **Dvirka
and
Bartilucci**
CONSULTING ENGINEERS
A DIVISION OF WILLIAM F. COSULICH ASSOCIATES, P.C.

**PROPOSAL
FOR
REMEDICATION OF ABOVE GROUND AND UNDERGROUND STORAGE TANKS
AT
THE GLENMERE LAKE PROPERTY - ERP SITE No. E3-36-071**

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NOTICE TO BIDDERS
PROPOSAL
FOR
REMEDICATION OF ABOVE GROUND AND UNDERGROUND STORAGE TANKS
AT
THE GLENMERE LAKE PROPERTY - ERP SITE No. E3-36-071
ORANGE COUNTY DEPARTMENT OF PARKS AND RECREATION

Sealed bids will be received by the Director of Purchase of the County of Orange, at his office in the Division of Purchase, 255 Main Street, 3rd Floor, Suite 3239G, PO Box 218, Goshen, New York 10924, up to and including Thursday, April 8, 2010 at 5:00 P.M., prevailing time, when the same will be publicly opened and read aloud for the **Remediation of Above Ground and Underground Storage Tanks at the Glenmere Lake Property** in the Town of Chester, New York

Copies of the RFB, including the plans and specifications, may be obtained beginning March 10, 2010 at the Orange County Division of Purchase at the above address between the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday.

There will be a walk-through of the Glenmere Lake Property on Tuesday, March 23, 2010 at 10:00 A.M. All interested bidders must meet at the Glenmere Lake Property, Pine Hill Road, Chester, New York.

Funding for this project comes in part through an Environmental Restoration Fund grant administered by the New York State Department of Environmental Conservation; however, the State shall not be a party to the awarded contract.

DATED: March 10, 2010

COUNTY OF ORANGE

BY: James P Burpoe
Director of Purchase

NTB-1

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BID FORM

Remediation of Above Ground and Underground Storage Tanks at the Glenmere Lake Property

NAME OF BIDDER _____

1. The undersigned Bidder warrants and represents, if awarded the Contract, that the work proposed herein will be substantially completed in accordance with Section 14 of the General Conditions within 60 consecutive calendar days after the date when the Contract Time commences to run as provided in Section 2 of the General Conditions, and finally completed and ready for final payment in accordance with Section 14 of the General Conditions within 60 consecutive calendar days after the date of Substantial Completion.

2. The undersigned and County recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 1 above. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay, but not as a penalty, Bidder shall pay County \$1,700 for each consecutive calendar day that expires after the time specified in paragraph 1 above for Substantial Completion. If Bidder shall neglect, refuse, or fail to complete the remaining Work within the Contract Time, or any proper extension thereof granted by County, Bidder shall pay County \$900 for each consecutive calendar day that expires after the time specified in paragraph 1 above for Final Completion and readiness for final payment until the Work is completed and ready for final payment.

3. The undersigned Bidder proposes and agrees, if awarded the Contract, to enter into an Contract with County, in the form included in the Request for Bid, to perform all Work as specified or indicated in the Contract Documents for the prices and within the times indicated and in accordance with the other terms and conditions of the Contract Documents.

4. In submitting this Bid, Bidder represents 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, but he or she agrees that he or she is bound by all Addenda whether or not listed herein.

Addendum No.

Addendum Date

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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 Section 4 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which as been identified in the Supplementary Conditions as provided in Section 4 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 of construction to be employed by the 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 County 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.

5. The undersigned further understands and agrees to do, perform and complete all the Work in accordance with the Contract Documents and to accept in full compensation therefor the following prices to wit:

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**ORANGE COUNTY
DEPARTMENT OF PARKS, RECREATION AND CONSERVATION**

**GLENMERE LAKE PROPERTY
STORAGE TANK REMOVAL INTERIM REMEDIAL MEASURE**

BID SHEETS

<u>Item No.</u>	<u>Unit of Measure</u>	<u>Approximate Quantity</u>	<u>Description</u>	<u>Unit Price/Lump Sum Bid in Both Words and Figures</u>	<u>Subtotal Price in Figures</u>
1	L.S.	1	Mobilization and Demobilization	\$ _____	\$ _____
			Unit Price _____	dollars and _____ cents	
2	Days	10	Health and Safety Services	\$ _____	\$ _____
			Unit Price _____	dollars and _____ cents	
3	L.S.	1	Storage Tank Removals	\$ _____	\$ _____
			Unit Price _____	dollars and _____ cents	
3A	Gallon	1,500	Storage Tank Removal – Nonhazardous Liquid/Sludge Disposal	\$ _____	\$ _____
			Unit Price _____	dollars and _____ cents	
3B	Gallon	1,500	Storage Tank Removal – Hazardous Liquid/Sludge Disposal	\$ _____	\$ _____
			Unit Price _____	dollars and _____ cents	
3C	Tons	300	Storage Tank Removal – Soil Excavation Transportation and Off-Site Disposal	\$ _____	\$ _____
			Unit Price _____	dollars and _____ cents	

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**ORANGE COUNTY
DEPARTMENT OF PARKS, RECREATION AND CONSERVATION**

**GLENMERE LAKE PROPERTY
STORAGE TANK REMOVAL INTERIM REMEDIAL MEASURE**

BID SHEETS (continued)

<u>Item No.</u>	<u>Unit of Measure</u>	<u>Approximate Quantity</u>	<u>Description</u>	<u>Unit Price/Lump Sum Bid in Both Words and Figures</u>	<u>Subtotal Price in Figures</u>
4	S.Y.	200	Geotextile Demarcation Layer	\$_____	\$_____
	Unit Price _____dollars and _____cents				
5	C.Y.	400	Backfill and Compaction	\$_____	\$_____
	Unit Price _____dollars and _____cents				
6	S.Y.	150	Site Restoration	\$_____	\$_____
	Unit Price _____dollars and _____cents				

TOTAL AMOUNT OF BID ITEMS IN FIGURES \$_____

IN WORDS _____

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**ORANGE COUNTY
DEPARTMENT OF PARKS, RECREATION AND CONSERVATION**

**GLENMERE LAKE PROPERTY
STORAGE TANK REMOVAL INTERIM REMEDIAL MEASURE**

BID SHEETS (continued)

Bids from responsive and responsible BIDDERS will be compared on the basis of the lower of the TOTAL AMOUNT OF BID

Where the price in figures differs from the price in words, the price in words will be accepted as the amount bid and amounts computed and adjusted accordingly

Estimated quantities, where given, are approximate and are for the purpose of evaluating the proposals only

The OWNER reserves the right to omit or add to the construction or any portion of portions of the work heretofore enumerated or shown on the plans without forfeiture of Contract or claims for loss of anticipated profits or any other claims by the BIDDER on account of such omissions or additions

<u>Item No.</u>	<u>Unit of Measure</u>	<u>Approximate Quantity</u>	<u>Description</u>	<u>Unit Price/Lump Sum Bid in Both Words and Figures</u>	<u>Total Price Bid in Figures</u>
5	L.S.	1	Pollution Liability Insurance	\$_____	\$_____
Unit Price _____ dollars and				cents	

This item No. 5 is not to be calculated in the Base Bid for the Project. The limits for pollution Liability Insurance will be the same as defined in Article 5.0 of the General Conditions. After opening of bids, the OWNER will determine if it is in the OWNER'S best interest to have Contractor obtain an additional \$4,000,000 Pollution Liability Insurance on a site-specific basis and, if so, Contractor will be paid separately at actual documented cost to obtain this additional insurance. The BIDDER is required to fill in the above price if it can obtain site-specific Pollution Liability Insurance. The Bid Amount will be the upper limit for payment of this item. The OWNER is to be listed on the BIDDER'S Company Policy as an additional insured at no cost to the OWNER.

Contractor's Authorized Representative

Contractor's Name

Date

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7. Non-collusive bidding certification. By submission of this Bid, the 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 or perjury, that to the best of 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 matter relating to such prices with any other Bidder or with any competitor;

b. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

c. No attempt has been made or will be made by the Bidder, directly or indirectly, to induce any other person, partnership or corporation to submit or not to submit a Bid, or to submit a bid for the purpose of restricting competition.

The fact that a Bidder (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) 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 this Section 7.

The signature of the Bidder to this Bid shall be deemed a specific subscription to the certificate required under Section 103-d of the General Municipal Law of the State of New York, and the Bidder confirms that the statements herein contained are true under the penalties of perjury.

8. The undersigned submits herewith Bid Security in the amount of \$_____. In case this Bid is accepted by the County, and the undersigned shall refuse or neglect, within fifteen (15) days after date of receipt of Notice of Award, to execute and deliver the Agreement in the form provided herein, or to execute and deliver performance and payment bonds in the amounts required and in the form prescribed, the amount of Bid Security shall be forfeited and will be retained by the County as liquidated damages, otherwise the total amount of the Bid Security will be returned to the depositor in accordance with provisions set forth in the Instructions to Bidders.

9. The undersigned acknowledges that performance and payment bonds will be required of the Bidder to whom the County proposes to award the Contract. The undersigned agrees that if he or she is designated the apparent successful Bidder and is issued a Notice of Award, simultaneously with delivery of the executed counterparts of the Agreement, he or she shall furnish to the County such bonds equal to one hundred percent of the amount of the contract, conditioned for the faithful performance of all terms, covenants and conditions of same, with a surety company authorized to do business in the State of New York, as surety and named in the current list of "Companies Holding Certificates of Authority as 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.

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Legal Name of Bidder's Business Entity

By: _____ Dated _____, 20__

Print Name:

Title:

(If a Corporation, affix Corporate Seal)

Bidder's Principal Place of Business Address

Street

City, State, Zip

Bidder's Mailing Address, if different from above

Street

City, State, Zip

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IF A CORPORATION

Name & Address

President _____

Secretary _____

Treasurer _____

IF A PARTNERSHIP

Name & Address

Partner _____

Partner _____

Partner _____

Partner _____

[attach additional sheets as necessary]

IF A JOINT VENTURE

Name & Address

Member _____

Member _____

Member _____

Member _____

IF A SOLE PROPRIETORSHIP

Name & Address

Proprietor _____

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ACKNOWLEDGMENT OF BIDDER. IF A CORPORATION

STATE OF _____)
COUNTY OF _____) SS:

On this _____ day of _____ before me personally came and appeared _____ to me known, who being by me duly sworn did depose and say that he/she resides at _____ that he/she is the _____ of _____ the corporation described in and which executed the foregoing Bid; that he/she knows the seal of said corporation, that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by order of the directors of said corporation; and that he/she signed his/her name thereto by like order.

SEAL _____

ACKNOWLEDGMENT OF BIDDER. IF A PARTNERSHIP

STATE OF _____)
COUNTY OF _____) SS:

On this _____ day of _____ before me personally came and appeared _____ to me known and known to me to be one of the members of the firm of _____ described in and who executed the foregoing Bid and he/she acknowledged to me that he/she executed the same as for the act and deed of said firm.

SEAL _____

ACKNOWLEDGMENT OF BIDDER. IF AN INDIVIDUAL

STATE OF _____)
COUNTY OF _____) SS:

On this _____ day of _____ before me personally came and appeared _____ to me known and known to me to be the person described in and who executed the foregoing Bid and acknowledged that he/she executed the same.

SEAL _____

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INSTRUCTIONS TO BIDDERS

1. Defined Terms. Terms used in these Instructions to Bidders have the meanings assigned to them in the General Conditions.
2. Qualifications of Bidders. To demonstrate qualifications for the Project, each Bidder shall submit within five days of County' request written evidence of the types set forth in the Supplementary Conditions, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located.
3. Examination of Contract Documents and Site and Pre-Bid Meeting.
 - 3.1 Before submitting a Bid, each Bidder must:
 - (a) Examine and carefully study the Contract Documents and the other related data identified in the Request for Bid.
 - (b) Visit the Site and become familiar with and be satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
 - (c) become familiar with and be satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
 - (d) carefully study 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 Section 4 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 Section 4 of the General Conditions.
 - (e) obtain and carefully study (or assume 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, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Bidder, and safety precautions and programs incident thereto.
 - (f) be satisfied that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.
 - (g) be aware of the general nature of work to be performed by County and others at the Site that relates to the Work as indicated in the Contract Documents.
 - (h) correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
 - (i) give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - (j) be satisfied that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

3.2 Reference is made to the Supplementary Conditions for the identification of those surveys and investigation reports of subsurface or latent physical conditions at the site (if available) or otherwise affecting performance of the Work which have been relied upon by Engineer in preparing the Drawings and Specifications. County will make copies of such surveys and reports available to any Bidder requesting them. Before submitting a Bid each Bidder will, at its own expense, make such additional surveys and investigations as Bidder may deem necessary to determine Bid price for performance of the Work within the terms of the Contract Documents.

3.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of this Article 3 and all other requirements of the Request for Bid.

3.4 A pre-bid meeting will be held at the Glenmere Lake Property on March 23, 2010 at 10:00 A.M., Prevailing Time.

4. Questions and Interpretations. All questions about the meaning or intent of the Contract Documents shall be submitted in writing to the Director of Purchase, Division of Purchase, 255 Main Street, 3rd Floor, Suite 3239G, PO Box 218, Goshen, New York 10924 or via fax to 845-291-2797 by March 29, 2010 at 4:00 P.M., Prevailing Time. Replies will be issued by Addenda mailed or delivered to all parties recorded by County as having received the Request for Bid. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5. Bid Security. Each Bidder must provide Bid Security equal to ten percent (10%) of its maximum Bid Price, as set forth in the Bid Form (attached hereto as an exhibit). The required Bid Security must be in the form of a certified or bank cashier's check made payable to County or a Bid Bond issued by a surety licensed to conduct business in the state where the Project is located and having a Best Rating of A- or better from A.M. Best Company and named in the current list of "Companies Holding Certificates of Authority as 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. The Bid Security of the successful Bidder will be retained until it has executed the Contract and furnished the required Performance, Payment and Maintenance Bonds and proofs of insurance, whereupon it will be returned; if successful Bidder fails to execute and deliver the Contract and furnish the required documentation within 15 days of the Notice of Award, County may annul the Notice of Award and the Bid Security will be forfeited. The Bid Security of any Bidder whom County believes to have a reasonable chance of receiving the award may be retained by County for forty-five (45) days after the Bid opening. Bid Security of other Bidders will be returned within ten (10) days of the Bid opening. No bid shall be withdrawn for a period of forty-five (45) days subsequent to the opening of bids without the consent of the Director of Purchase. The successful Bidder will be required to execute a Contract. For a violation of this provision or other failure to comply with the terms of this RFB or the notice of award, the Bidder shall be required to forfeit its Bid Security to the County of Orange, as liquidated damages.

6. Contract Term; Substantial and Final Completion. The numbers of days for Substantial Completion of Work and for Final Completion of Work are set forth in the Bid Form and the overall Contract Term will be included in the executed Agreement. Any provisions for liquidated damages are set forth in the Contract Documents.

7. Equipment Suppliers. Bidders shall submit with their Bids a list of the proposed Suppliers for the items of equipment listed on the Bid Form. If County or Engineer, after due investigation, has reasonable objection to any proposed Supplier, County may, before giving the Notice of Award, request the apparent low Bidder to submit an acceptable substitute without an increase in Bid Price. If the apparent low Bidder declines to make any such substitution, Bidder will sacrifice its Bid Security. The County's failure to object to a Supplier does not relieve the Bidder of responsibility to furnish equipment that complies with the Specifications and shall not constitute a waiver of any right of the County or Engineer to reject defective Work or Work not in conformance with the Contract Documents.

8. Bid Form.

8.1 The Bid Form is included in the Contract Documents.

8.2 Bid Form must be completed in ink or by typewriter. The Bid Price of each item on the Form must be stated in words and numerals; in case of a conflict, words will take precedence.

8.3 Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal 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.

8.4 Bids by partnerships must be executed in the partnership name and signed by a partner, that partner's title must appear under his or her signature and the official address of the partnership must be shown below the signature.

8.5 Attorneys-in-fact who sign a Bid or Contract Bonds must file with each Bond a certified copy of their Power of Attorney to sign said bonds.

8.6 All names must be typed or printed below the signature.

8.7 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

9. Submission of Bids. Bids shall be submitted to County of Orange, c/o James P Burpoe, Director of Purchase, Division of Purchase, 255 Main Street, 3rd Floor, Suite 3239G, PO Box 218, Goshen, New York 10924, up to and including Thursday, April 8, 2010 at 5:00 P.M., prevailing time, and shall be enclosed in an opaque sealed envelope, marked with Remediation of Above Ground and Underground Storage Tanks on the Glenmere Lake Property, the RFP#, and name and address of the Bidder and accompanied by the Bid Security and other required documents. The Bid Forms shall remain in the Contract Documents and shall be submitted along with the Contract Documents (except for drawings). If more than one copy of a Bid is required for submission, the original set must include the Prevailing Wage Schedule; however, this may be omitted from the copies.

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

- a) The following items are to accompany CONTRACTOR's Bid:
 - Form of Bid filled out
 - Acknowledgment of Bidder
 - Bid bond or Certified Check
 - Non-Collusion Certification
 - Addendum Certification (Acknowledgment of Receipt)
 - List of Proposed Suppliers
 - A description of projects completed by BIDDER documenting its experience in this type of work
 - Corporate Resolution and Certifications
- b) The following items shall be submitted within 5 days of notification that the BIDDER is the apparent low BIDDER:
 - Off-site permitted facility to receive material along with a copy of the facilities permit
 - Plan of Operations (Work Plan) and Progress Schedule, Health and Safety Plan, Sampling Plan and Contingency Plan
 - Statement of Surety's intent, complete and signed by and duly authorized surety company licensed to do business in the State of New York
 - A copy of the proposed site Pollution Liability insurance policy
 - Proof of Availability of insurance or Certificate of Insurance with endorsements
 - Preliminary Schedule
 - M/WBE-EEO Utilization Plan
 - Any other information that demonstrates the BIDDER's ability to perform the work described herein
 - List of Subcontractors and Suppliers
 - Low BIDDERS may be asked to submit additional information to demonstrate competency
- c) The following items shall be submitted by the apparent low BIDDER within 15 days from the date of the Notice of Intent to Award letter from OWNER:
 - Executed Agreement (six copies with original signatures)
 - Performance Bond with Power of Attorney (original and five copies)
 - Payment Bond with Power of Attorney (original and five copies)
 - Bid Breakdown of Items (original)
 - Certificates of Insurance (original and five copies)
 - Uniform Contracting Questionnaires

- d) The following shall be submitted by the CONTRACTOR within thirty days after Notice to Proceed:
- Estimated progress schedule
 - Preliminary schedule of Shop Drawings and Sample Submittals
 - Preliminary Schedule of Values
 - List of substitutes and "or equals" not approved prior to the Bid Opening.
- e) The following shall be submitted by the CONTRACTOR within sixty days after Notice to Proceed:
- All Shop Drawings and all other required submittals as specified in the Contract Documents.

12. Modification and Withdrawal of Bids. Bids may be withdrawn in writing by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted, at any time prior to the opening of Bids.

13. Opening of Bids. Bids will be opened as indicated in the Notice to Bidders.

14. Bids to Remain Open. All Bids shall remain open for forty-five (45) days after the day of the Bid opening, but County may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

15. Award of Contract.

15.1 County reserves the right to reject any and all Bids, waive any and all informalities, disregard all nonconforming or conditional Bids or counter proposals and abandon the Project.

15.2 In evaluating Bids, County shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices, if requested in the Bid Forms. County may consider the qualifications and experience of Suppliers who are to furnish the items of equipment for those portions of the Work as to which the identity of the Equipment Suppliers must be submitted as specified in the Bid. County may conduct such investigations as it deems necessary to establish the responsibility, qualifications and financial ability of the Bidders and Equipment Suppliers to do the Work in accordance with the Contract Documents to County's satisfaction within the prescribed time. County reserves the right to reject as non-responsible any Bidder who does not pass such evaluation to County's satisfaction.

15.3 If a contract is to be awarded, it will be awarded to the lowest responsive responsible Bidder whose evaluation by County deems the award in the best interests of the County.

All other qualifications being equal, in the event of a tie in Bid Price, a coin toss will be held in the office of the Director of Purchase, 255 Main Street, 3rd Floor, Suite 3239G, PO Box 218, Goshen, New York 10924 Date and Time to be scheduled as needed.

Bidder will be notified to attend; the first Alpha Bidder will be asked to call coin for toss.

In the event there are no attendees for the coin toss, the coin toss will be conducted by the Director of Purchase and two (2) representatives of the County of Orange.

In the event of a multiple tie, all names of Bidders will be placed in a hat; first Alpha Bidder will draw name. In the event there are no attendees for the draw, the draw will be conducted by the Director of Purchase and two (2) representatives of the County of Orange.

15.4 If the Contract is to be awarded, County will give the apparent successful Bidder a Notice of Award within forty-five days after the day of the Bid opening.

15.5 Simultaneously with delivery of the executed Contract to County, or as otherwise required in the Instructions to Bidders, the apparent successful Bidder shall deliver to County the required Performance, Payment and Maintenance Bonds and all required proofs of insurance.

15.6 No Contract will be awarded to any business not legally registered and qualified to do business within the State of New York, as may be required pursuant to applicable statutes.

15.7 Funding for this project comes in part through an Environmental Restoration Fund grant administered by the New York State Department of Environmental Conservation; however, the State shall not be a party to the awarded contract.

16. Taxes. The price submitted shall be exclusive of Federal, State and Local taxes as the County is a tax-exempt entity.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

hereinafter referred to as the "Principal", and _____

hereinafter referred to as the "Surety" are held and firmly bound to THE COUNTY OF ORANGE, NEW YORK, hereinafter referred to as the "County", or to its successors and assigns in the penal sum of _____

Dollars (\$ _____), lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit (or has submitted) to the County the accompanying proposal, hereby made a part hereof, to enter into a contract in writing for _____

NOW, THEREFORE, the conditions of this obligation are such that the Principal shall not withdraw said Proposal without the consent of the County for a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's Proposal by the County, the Principal shall:

- (a) Within ten (10) days after notification by the County, execute the number of multiples provided by the County and deliver to the County all the executed counterparts of the Contract in the form set forth in the Contract Documents, in accordance with the proposal as accepted, and
- (b) Furnish a performance bond and separate payment bond, as may be required by the County, for the faithful performance and proper fulfillment of such Contract, which bonds shall be satisfactory in all respects to the County and shall be executed by good and sufficient sureties, and
- (c) In all respects perform the agreement created by the acceptance of said Proposal as provided in the Instructions to Bidders, bound herewith and made a part hereof, or if the County shall reject the aforesaid Proposal, then this obligation shall be null and void; otherwise to remain in full force and effect.

In the event that the Proposal of the Principal shall be accepted and the Contract be awarded to Principal the Surety hereunder agrees subject only to the payment by the Principal of the premium therefore, if requested by the County, to write the aforementioned performance and payment bonds in the form set forth in the Contract Documents.

It is 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.

There shall be no liability under this bond if, in the event of the acceptance of the Principal's Proposal by the County, either a performance bond or payment bond, or both, shall not be required by the County on or before the 30th day after the date on which the County signs the Contract.

The surety, for the value received, hereby stipulates and agrees that the obligations of the Surety and its bond shall in no way be impaired or affected by any postponements of the date upon which the County will receive or open bids, or by any extensions of time within which the County may accept the Principal's Proposal, or by any

waiver by the County of any of the requirements of the Instructions to Bidders, and the Surety hereby waives notice of any such postponements, extensions, or waivers.

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 of _____, _____.

(Seal) _____(L.S.)
Principal

By: _____

(Seal) _____(L.S.)
Surety

By: _____

(Seal) _____(L.S.)
Surety

By: _____

If the Principal is a partnership, the bond should be signed by each of the individuals who are partners.

If the Principal is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of _____ }
County of _____ } ss:

On this _____ day of _____, _____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he/she is the _____ of _____ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ }
County of _____ } ss:

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument, and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ }
County of _____ } ss:

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

Notary Public

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a 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 representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

AFFIX ACKNOWLEDGEMENTS AND JUSTIFICATION OF SURETIES

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GENERAL CONDITIONS

SECTION 1 – DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

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

Agreement - The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work to be performed. Other Contract Documents are attached to the Agreement.

Application for Payment - The form furnished by ENGINEER which is to be used by CONTRACTOR in requesting Progress or Final Payments and which is to include the Schedule of Values required by paragraph 14.1 and an affidavit of CONTRACTOR that Progress Payments theretofore received on account of the Work have been applied by CONTRACTOR to discharge in full all of CONTRACTOR'S obligations reflected in prior Applications for Payment.

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

Bidder - Any individual or entity submitting a Bid for the Work.

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

Bidding Requirements - The Notice or Invitation to Bid, Instructions to Bidders, Bid Security form, if any, and the Bid form with any supplements.

Change Order- A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

Claim - A demand or assertion by CONTRACTOR seeking an adjustment of Contract Price or Contract Time, or both, or other relief with respect to the terms of the Contract.

Contract Documents - The Agreement, Addenda (whether issued prior to the opening of Bids or the execution of the Agreement), Instructions to Bidders, CONTRACTOR'S Bid, the bonds, the Notice of Award, these General Conditions, the Supplementary Conditions, the Specifications, Drawings and Modifications.

Contract Price - The total monies payable by OWNER to CONTRACTOR under the Contract Documents.

Contract Time - The number of days stated in the Agreement for the Substantial Completion of the Work, computed as provided in paragraph 16.2.

CONTRACTOR - The individual or entity with whom OWNER has executed the Agreement. Day - A calendar day of twenty-four hours measured from midnight to the next midnight.

Drawings - The graphic and pictorial portions of the Contract Documents which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

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.

ENGINEER - Dvirka and Bartilucci Consulting Engineers

ENGINEER'S CONSULTANT – Geovation Engineering, P.C.

Field Order - A written order issued by ENGINEER which clarifies or interprets the Contract Documents in accordance with paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.

Final Completion - The time at which the Work is complete and ready for Final Payment. The terms "finally complete" and "finally completed" as applied to the Work refer to Final Completion thereof.

Final Completion Date - The date stated in the Agreement for Final Completion of the Work, measured from the date of Substantial Completion, and computed as provided in paragraph 16.2.

General Requirements - Sections of the Specifications referring to General Requirements shall pertain to all sections of the Specifications.

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.

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.

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

Modification - (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation issued by ENGINEER in accordance with paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by ENGINEER pursuant to paragraph 10.2. A Modification may only be issued after execution of the Agreement.

Notice of Award - The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled within the time specified, OWNER will execute and deliver the Agreement to the successful Bidder.

Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.

OWNER- County of Orange, New York.

Project - The entire construction to be performed as provided in the Contract Documents.

Resident Project Representative - The authorized representative of ENGINEER who is assigned to the Project Site or any part thereof.

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.

Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work.

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.

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

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.

Substantial Completion - The time at which the Work (or any part which has been declared fit for partial utilization pursuant to paragraph 14.11) has progressed to the point where, in the opinion of ENGINEER, the Work (or any part which has been declared fit for partial utilization pursuant to paragraph 14.11) is sufficiently complete, in accordance with the Contract Documents, or as modified by Supplementary Conditions, 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.

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 by any Subcontractor.

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.

Unit Price Work - Work to be paid for on the basis of Unit Prices.

Work - Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

SECTION 2 - PRELIMINARY MATTERS

2.1 Execution of Agreement

At least three counterparts of the Agreement, other Contract Documents and all certificates of insurance will be executed and delivered by CONTRACTOR to OWNER before starting the Work at the Site within fifteen days of the Notice of Award, unless extended by OWNER, and OWNER will execute and deliver one counterpart to CONTRACTOR within ten days of receipt of the executed Agreement from CONTRACTOR. ENGINEER will identify those portions of the Contract Documents, not so signed and such identification will be binding on all parties. OWNER, CONTRACTOR and ENGINEER shall each receive an executed counterpart of the Contract Documents and additional conformed copies as required. CONTRACTOR shall at all times be prepared to furnish current insurance certificates or policies of insurance upon demand by OWNER.

2.2 Delivery of Bonds

When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

2.3 Copies of Documents

OWNER shall furnish to CONTRACTOR as many copies of the Contract Documents as are reasonably necessary for the execution of the Work, up to three (3) copies. Additional copies will be furnished, upon request, at the cost of reproduction.

2.4 Commencement of Contract Time; Notice to Proceed

The Contract Time will commence to run on the day indicated in the Notice to Proceed.

2.5 Starting the Project

CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the Site prior to the date on which the Contract Time commences to run.

2.6 Before Starting Construction

Since the Contract Documents are complementary, before starting each portion of the Work, CONTRACTOR shall carefully study and compare the Contract Documents relative to that portion of the Work as well as the information furnished by the OWNER pursuant to paragraphs 4.2 and 8.4, shall take field measurements of any existing conditions related to that portion of the Work and shall inspect any conditions at the Site affecting it. CONTRACTOR shall at once report in writing to ENGINEER any variation, conflict, error, ambiguity, discrepancy or inconsistency which CONTRACTOR may discover; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for CONTRACTOR'S failure to report any variation, conflict, error, ambiguity, discrepancy or inconsistency in the Drawings or Specifications, unless CONTRACTOR knew or reasonably should have

known thereof. If CONTRACTOR fails to perform the obligations of this paragraph 2.6, CONTRACTOR shall pay such costs and damages to OWNER as would have been avoided if CONTRACTOR had performed such obligations.

2.7 List of Subcontractors and Suppliers

Within five (5) days after CONTRACTOR delivers fully executed Contract Documents to the OWNER, CONTRACTOR shall submit to ENGINEER for approval:

2.7.1 a list of all Subcontractors and other persons and organizations proposed for those portions of the Work as to which such identification is so required, as provided in the Supplementary Conditions, and

2.7.2 a list of all Suppliers who are to furnish the principal items of material and equipment proposed for those portions of the Work as to which such identification is so required, as provided in the Supplementary Conditions.

2.8 Submission of Schedules

Within thirty days after Notice to Proceed by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER for approval,

2.8.1 An estimated Progress Schedule indicating the starting and completion dates of the various stages of the Work,

2.8.2 A preliminary schedule of Shop Drawing and Sample submittals,

2.8.3 a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for Progress Payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.8.4 A list of substitutes and "or-equals" in conformance with the requirements of paragraph 6.8.

2.9 Pre-Construction Conference

Within twenty days after delivery of the executed Agreement by OWNER to CONTRACTOR, but before starting the Work at the Site, a pre-construction conference will be held to review the above schedules, to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be OWNER or OWNER'S representative(s), ENGINEER, Resident Project Representatives, ENGINEER'S CONSULTANT, New York State DEC representative(s), CONTRACTOR and CONTRACTOR'S Superintendent.

SECTION 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

3.1 Entire Agreement

It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR. They may be altered only by a Modification.

3.2 Interpretation and Intent

The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a variation, conflict, error, ambiguity, discrepancy or inconsistency in the Contract Documents, CONTRACTOR shall call it to ENGINEER'S attention in writing at once and before proceeding with the Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for CONTRACTOR'S failure to report any variation, conflict, error, ambiguity or discrepancy in the Specifications or Drawings unless CONTRACTOR knew of or reasonably should have known thereof, in resolving such variations, conflicts, ambiguities, discrepancies or inconsistencies between or among the terms, provisions or conditions of this Agreement and any other Contract Documents, the terms, provisions and conditions which impose a higher standard of quality or are of greater benefit to the OWNER shall take precedence. Figure dimensions on Drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

3.3 Section, Paragraph, Article Headings

Section, paragraph or article headings as used in the Contract Documents are for identification purposes only and shall not affect the interpretation or intent of the text of such sections, paragraphs or articles.

SECTION 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1 Availability of Lands

OWNER shall furnish the Site as indicated in the Contract Documents not later than the date when needed by CONTRACTOR but in no event prior to June 1 or later than August 15 for any intrusive site work, such as excavation. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise specified in the Contract Documents. If CONTRACTOR believes that any delay in OWNER'S furnishing these lands or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Section 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 Physical Conditions; Surveys and Reports

4.2.1 Reports and Drawings: The Supplementary Conditions identify:

4.2.1.1 Those surveys and reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

4.2.1.2 Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

4.2.2 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:

4.2.2.1 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

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

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

4.3 Unforeseen Physical Conditions

CONTRACTOR shall promptly, and before the conditions are disturbed, notify OWNER and ENGINEER in writing of (1) any subsurface or latent physical conditions at the Site differing materially from those indicated in the Contract Documents, or (2) unknown physical conditions at the Site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided in the Contract Documents. If ENGINEER finds that the conditions do materially so differ and could not reasonably have been anticipated by CONTRACTOR, and cause an increase or decrease in CONTRACTOR'S cost, or the time required, for performing any part of the Work under these Contract Documents, a Change Order shall be proposed incorporating the necessary revisions. No request by CONTRACTOR for a Change Order under this paragraph shall be allowed, unless CONTRACTOR has given prompt written notification to ENGINEER and OWNER.

4.4 Underground Facilities

4.4.1 Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Providing this information in the Contract Documents fulfills all obligations imposed on the OWNER and ENGINEER under applicable law. CONTRACTOR warrants that it has reviewed and is familiar with the obligations imposed on excavators by the rules and regulations adopted by the Public Service Commission, the utility owner(s), and applicable laws and regulations. Unless it is otherwise expressly provided in the Supplementary Conditions or Drawings:

- 4.4.1.1 OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and
- 4.4.1.2 The cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:
- 4.4.1.2.1 Reviewing and checking all such information and data,
 - 4.4.1.2.2 Locating all Underground Facilities shown or indicated in the Contract Documents,
 - 4.4.1.2.3 Coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and
 - 4.4.1.2.4 the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
- 4.4.1.3 The CONTRACTOR shall comply with all applicable laws, rules, regulations, Public Service Commission requirements, etc., with regard to excavation, including but not limited to the one-call notification system.
- 4.4.1.4 No CONTRACTOR shall commence or engage in any excavation or demolition unless and until timely notice is served of the location and date of the proposed excavation or demolition as required by law to utility owners who maintain Underground Facilities in the area in which the excavation or demolition is to take place.
- 4.4.1.5 Prior to any excavation or demolition, the excavator shall verify the precise location of the Underground Facilities in a manner set forth in the rules and regulations adopted by the Public Service Commission and all other applicable state and local laws and regulations.
- 4.4.1.6 A CONTRACTOR engaged in excavation or demolition shall be responsible for protecting and preserving the staking, marking or other designation by the utility owner until no longer required for proper and safe excavation or demolition Work at or near the Underground Facility, maintain clearance between the Underground Facility, and the cutting edge or point of any equipment to avoid damage to the Underground Facility, and provide support to and prevent damage to any Underground Facility or its protective coating, in the means and according to the methods set forth in the rules and regulations adopted by the Public Service Commission, the utility owner or applicable state and local laws and regulations. CONTRACTOR shall notify all utility owners and the one-call registry of any changes or modifications to the proposed excavation that may affect excavations in the areas of Underground Facilities.
- 4.4.1.7 In the event of contact with and/or damage to an Underground Facility, the CONTRACTOR shall immediately notify the OWNER of the facility and no backfilling shall be done by the CONTRACTOR until inspection and/or repairs have been made by the utility owner and no repairs shall be undertaken by the CONTRACTOR until authorized by the utility owner. In the event of an electrical short or the escape of gas or hazardous fluids endangering life, the CONTRACTOR shall immediately notify the OWNER of the electric, gas or hazardous liquid Underground Facility and all persons who might be endangered and assist in the evacuation of such persons.

4.4.2 Not Shown or Indicated:

4.4.2.1 CONTRACTOR shall be responsible for locating all Underground Facilities within or contiguous to the proposed area of excavation, including Underground Facilities not shown or indicated in the Contract Documents, if such requirement is expressly provided in the Supplementary Conditions or Drawings.

4.4.2.2 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 6.23), 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.

4.4.2.3 If ENGINEER concludes that a change in the Contract Documents is required, a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Time, 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 CONTRACTOR believes that CONTRACTOR is entitled to an adjustment in Contract Price or Contract Time, CONTRACTOR shall make a Claim therefore as provided in paragraph 10.6.

4.4.3 ENGINEER'S Obligations:

4.4.3.1 Services provided by ENGINEER during construction, including, but not limited to, engineering management and construction administration services, shall not impose any obligations on OWNER or ENGINEER to:

4.4.3.1.1 locate Underground Facilities within proposed areas of excavation or demolition;

4.4.3.1.2 notify utilities directly or through one-call locator services of excavations within the areas of Underground Facilities;

4.4.3.1.3 inspect CONTRACTOR excavations regarding supporting and protecting Underground Facilities from damage; or

4.4.3.1.4 assist CONTRACTOR to comply with additional requirements that may be imposed by utility owners.

4.4.4 Indemnification by CONTRACTOR for Damage to Underground Facilities: To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall defend, indemnify and hold harmless OWNER, ENGINEER, ENGINEER'S Consultants, and the officers, directors, partners, employees, agent, other Consultants, and Subcontractor of each and any of them (the "Indemnitees") 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 resolutions costs)

arising out of CONTRACTOR'S damage to Underground Facilities. Nothing in this paragraph 4.4.4 shall obligate CONTRACTOR to defend or indemnify the Indemnitees from and against the consequences of an Indemnitee's own negligence.

4.5 Reference Points

OWNER shall provide engineering surveys for construction to establish reference points which in OWNER'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for surveying and laying out the Work (unless otherwise provided in the Supplementary Conditions) and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. CONTRACTOR shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

4.6 Hazardous Environmental Condition at Site

4.6.1 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.

4.6.2 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:

4.6.2.1 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

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

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

4.6.3 CONTRACTOR'S Responsibility for Hazardous Environmental Conditions: CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown, indicated, 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.

4.6.4 Encountering Hazardous Environmental Conditions: If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR, or CONTRACTOR'S Subcontractors, officers, directors, partners, employees, agents, Consultants or other representatives create 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 6.23); 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.

4.6.5 Resumption of Work: 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 Time, 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 10.6 and in Sections 11 and 12.

4.6.6 Deletion of Affected Work: 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 Time as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.6 and in Sections 11 and 12. OWNER may have such deleted portion of the Work performed by OWNER'S own forces or others in accordance with Section 7.

4.6.7 Indemnification for Hazardous Environmental Conditions: To the fullest extent permitted by Laws and Regulations, OWNER, CONTRACTOR and ENGINEER shall each indemnify and hold harmless the others and their Subcontractors, Consultants, officers, directors, partners, employees, agents, or other representatives 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, in whole or in part, the party to be indemnified or held harmless or by their Subcontractors, Consultants, officers, directors, partners, employees, agents, or other representatives. Nothing in this paragraph 4.6.7 shall obligate any party to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

4.6.8 Hazardous Environmental Condition Exclusion: The provisions of paragraphs 4.2, 4.3, and 4.4 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

SECTION 5 – INSURANCE AND BONDS

5.1 Insurance

5.1.1 Prior to commencing the Work through the term of the Contract, or for such other period as may be required by the Contract Documents, CONTRACTOR and Subcontractors shall purchase from and maintain in a company or companies lawfully authorized to do business in the state of New York, with an A.M. Best Rating of A- or better, insurance specified in this Section 5 and as will protect the CONTRACTOR, OWNER, ENGINEER and CONTRACTOR'S Subcontractors from any and all claims

which may arise out of or result from the CONTRACTOR'S or Subcontractor's performance under the Contract and for which the CONTRACTOR or Subcontractor may be legally liable, whether such operations be by the CONTRACTOR or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

5.1.2 The insurance required hereunder shall be written for not less than the following amounts, or greater, if required by law:

5.1.2.1 Workers Compensation & Disability: State Statutory Amounts

5.1.2.2 Employer's Liability: \$1,000,000 each occurrence and \$2,000,000 aggregate

5.1.2.3 Commercial General Liability (including Premises; Independent Contractor's Protective; Bodily Injury; Property Damage; Contractual Liability; and Products and Completed Operations) \$1,000,000 each occurrence and \$2,000,000 aggregate

5.1.2.4 Business Automobile Liability: \$1,000,000 each occurrence and \$2,000,000 aggregate

5.1.2.5 Owner's Protective Liability: \$1,000,000 each occurrence and \$2,000,000 aggregate

5.1.2.6 Pollution Liability: \$1,000,000 each occurrence and \$2,000,000 aggregate

5.1.2.7 Umbrella Excess Liability: \$3,000,000 each occurrence and aggregate which may be used to fund any portion of the insurances required above.

5.1.2.8 Insurance for Project Office: Each CONTRACTOR shall provide fire insurance, extended coverage and vandalism, malicious mischief and burglary, and theft insurance coverage for their Project office spaces and contents in the amount of no less than \$100,000.

5.1.2.9 If the Work involves disposal of hazardous materials, the CONTRACTOR shall dispose of such materials only at sites where the disposal site is properly permitted and the site operator maintains Pollution Legal Liability Insurance in the amount of at least \$2,000,000 for losses arising from such disposal site.

5.1.3 Coverage listed in this Section 5, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of Final Payment and termination of any coverage required to be maintained after Final Payment. Claims-made policies shall be maintained for three years from the date of Final Payment.

5.1.4 CONTRACTORS and Subcontractors, within ten (10) days of the date of Notice of Award, shall supply the OWNER with a Certificate(s) of Insurance, evidencing compliance with the minimum requirements listed above and shall within thirty (30) days thereafter furnish OWNER with certified copies of the policies. The certificates and the insurance policies required by this Section 5 shall contain a provision that coverage will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the OWNER. If any of the foregoing insurance coverages are required to remain in force after Final Payment, an additional certificate evidencing continuation of such coverage shall be

submitted with the Final Application for Payment as required by the Contract Documents. Information concerning reduction of coverage on account of revised limits or claims paid under occurrence, aggregate,

or both, shall be furnished by the CONTRACTOR with reasonable promptness in accordance with the CONTRACTOR'S information and belief.

5.1.5 With the exception of Workers Compensation, Disability and Professional Liability, CONTRACTOR and Subcontractors shall have the OWNER, ENGINEER and the State of New York, Department of Environmental Conservation each added as an additional insured to all policies. The insurance policies shall be endorsed to indicate that they are primary as respects the OWNER and ENGINEER and not contributory with any other insurance available to either of those parties. Each policy shall contain the following cross liability provision.

5.1.5.1 "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

5.1.6 Waivers of Subrogation: CONTRACTORS and Subcontractors waive all claims, losses, damages, or expenses against the OWNER, ENGINEER and their officers, directors, partners, agents, employees, Consultants, other representatives and separate Contractors, if any, from risks actually insured. The policies shall provide such waivers of subrogation by endorsement or otherwise.

5.1.7 In accordance with New York State General Municipal Law §108 this Contract shall be void and of no effect unless the person or corporation making or performing such Contract shall secure compensation for the benefit of, and keep insured during the life of such Contract, such employees, in compliance with the provisions of the New York State Workers' Compensation Law.

5.1.8 The CONTRACTOR shall not commence Work unless and until all required certificates have been submitted to and accepted by the OWNER. Acceptance by the OWNER of a certificate hereunder does not excuse the CONTRACTOR from securing a policy consistent with all provisions of this Section 5 or of any liability arising from its failure to do so.

5.1.9 The CONTRACTOR shall be responsible for providing continuous insurance coverage in the manner, form and limits required by this Contract and shall be authorized to perform Work only during the effective period of all required coverage.

5.1.10 In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, the CONTRACTOR shall immediately stop all Work, and shall not recommence Work until authorized in writing to do so by the OWNER. Upon quitting the Site, except as otherwise directed by the OWNER, the CONTRACTOR shall leave all plant, materials, equipment, tools and supplies on the Site. Contract time shall continue to run during such periods, no extensions of time shall be granted, and CONTRACTOR shall be liable for any delays to the Project incurred by OWNER or by other Contractors to their Work. The OWNER may also declare the CONTRACTOR in default for failure to maintain required insurance.

5.1.11 Receipt and Application of Insurance Proceeds: Any insured loss under the policies of required insurance will be adjusted and settled by OWNER and made payable to OWNER as fiduciary for the insured's, as their interests may appear. 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 Contract Amendment.

5.2 Bonding

5.2.1 Bid Bond: CONTRACTOR shall furnish a Bid Bond, in the amount of ten (10%) of the Contract Price, as security for the CONTRACTOR'S adherence to its proposal, the execution and faithful performance of the Contract, and the furnishing of Performance and Payment Bonds by the CONTRACTOR. Bid security shall be returned to the Bidder as follows:

5.2.1 Within ten (10) days after the Bid opening, the OWNER shall return the deposits of all but the three (3) lowest Bidders.

5.2.2 Within five (5) days after the award, the OWNER shall return the deposits of the remaining two unsuccessful Bidders.

5.2.3 Within five (5) days after the execution of the Contract and acceptance of the CONTRACTOR'S bonds, the OWNER shall return the Bid security of the successful Bidder or, if performance and payment bonds are not required, only after the sum retained under Article 7 of the Contract equals the amount of the Bid security.

5.2.4 Where all Bids are rejected, the OWNER shall return the deposit of the Bidders at the time of rejection.

5.2.2 Performance and Payment Bonds: The CONTRACTOR shall furnish Performance and Payment Bonds in an amount equal to one hundred percent (100%) of the total Contract Price as security for the faithful performance of this Contract, and for the payment of all persons performing labor or furnishing materials in connection with this Contract. The Performance and Payment Bonds shall be delivered to the OWNER by the CONTRACTOR prior to or at the time of execution of the Contract. If a CONTRACTOR fails to deliver the required Performance and Payment security, its Bid security shall be enforced, and an award of Contract may be made to the next lowest responsible and responsive Bidder, or the Contract may be rebid.

5.2.3 Maintenance Bond: Upon Application for Final Payment, the CONTRACTOR shall provide the OWNER with a Maintenance Bond in the amount of ten percent (10%) of the total Contract Price at Substantial Completion which shall remain in effect for one year from the date of approval of Final Payment as a guarantee that the CONTRACTOR shall make good any faults or defects in the Work arising from improper or defective workmanship or materials which may appear during that period.

5.2.4 Acceptable Types of Security: Acceptable types of security for Bids, performance, and payment shall be limited to a bond in a form satisfactory to the OWNER or a bank certified check or money order.

5.2.5 All bonds are to be executed on the forms substantially similar to those provided in the Contract Documents and the surety company must be licensed in the State of New York, have a A.M. Best Rating of A- or better and appear on the most recent published Department of the Treasury's Listing of Approved Sureties (Department Circular 570) at the time of filing the bonds.

5.2.6 Power of Attorney: Attorneys-in-fact who sign Bid, Performance, or Payment bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

5.2.7 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the CONTRACTOR shall promptly furnish a copy of the bonds or shall permit a copy to be made.

5.2.8 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 5.1.2, CONTRACTOR shall within 20 days thereafter substitute another bond and surety, both of which shall comply with the requirements of paragraphs 5.1.2 and 5.2.

5.3 Acceptance of Bonds and Insurance; Option to Replace

If CONTRACTOR does not purchase or maintain all of the bonds and insurance required of it by the Contract Documents, without prejudice to any other right or remedy, OWNER may, but shall not be obligated to, elect to obtain equivalent bonds or insurance to protect its interests at CONTRACTOR'S expense, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.4 Partial Utilization, Acknowledgment of Property Insurer

If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, no such use or occupancy shall commence before the insurers have acknowledged notice thereof in writing and effected any changes in coverage necessitated thereby. The insurers shall consent by endorsement on the policy or policies, but the insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

SECTION 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision and Superintendence

CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently and with CONTRACTOR'S best skill and attention. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, and for coordinating all portions of the Work under the Contract Documents, but CONTRACTOR shall not be solely responsible for the negligence of others in the design or selection of a specific means, methods, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2 Resident Superintendent

CONTRACTOR shall at all times during the progress of the Work assign a competent resident superintendent, 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 the superintendent shall be as binding as if given to CONTRACTOR.

6.3 Surveys and Layout

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

6.4 Working Hours

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 given after prior written notice to ENGINEER. However, all Work shall be performed in accordance with the wage and hours requirements of applicable provisions of New York State Labor Law.

6.5 Responsibility for Services, Labor, Materials, Equipment, Etc.

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 and sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, initial operation and completion of the Work.

6.6 Warranty of Materials and Equipment

CONTRACTOR warrants to OWNER and ENGINEER that all materials and equipment furnished under the Contract Documents shall be in good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

6.7 Storage and Installation of Materials

All materials and equipment shall be stored, applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

6.8 Substitute Materials or Equipment

6.8.1 Substitutes and "Or-Equals" Permitted: 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.

6.8.2 "Or-Equal" Items: If, in ENGINEER'S sole discretion, an item of material or equipment proposed by CONTRACTOR is 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 6.8.2, a proposed item of material or equipment will be considered equal to an item so named if:

6.8.2.1 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;

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

6.8.3 Substitute Items:

6.8.3.1 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 6.8.2, it will be considered a proposed substitute item, subject to an adjustment to the Contract Price.

6.8.3.2 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.

6.8.3.3 The procedure for review by ENGINEER will be as set forth in paragraph 6.8.3.4, as may be supplemented in the Supplementary Conditions and Specifications and as ENGINEER may decide is appropriate under the circumstances.

6.8.3.4 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.

6.8.4 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 acceptable to the 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 6.8.3.4.

6.8.5 ENGINEER'S Evaluation: ENGINEER will be allowed five (5) business days within which to evaluate each proposal or submittal made pursuant to paragraphs 6.8.2, 6.8.3 and 6.8.4. 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.

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

6.8.7 ENGINEER'S Cost Reimbursement: ENGINEER will record time required by ENGINEER and ENGINEER'S Consultants in evaluating substitutes proposed or submitted by CONTRACTOR pursuant to paragraphs 6.8.2, 6.8.3 and 6.8.4 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.

In the event that the ENGINEER is required to provide additional engineering services as a result of changes by the CONTRACTOR in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or as a result of CONTRACTOR'S errors, omissions or failure to conform to the requirements of the Contract Documents, or if the ENGINEER is required to examine and evaluate any changes proposed by the CONTRACTOR solely for the convenience of the CONTRACTOR, then the ENGINEER'S charges in connection with such additional services shall be charged to the CONTRACTOR by the OWNER.

Structural design shown on the drawings is based upon the configuration of and maximum loading for major items of equipment as indicated on the drawings and specified. If the equipment furnished differs from said features, the CONTRACTOR shall assume the responsibility for all costs of redesign and for any construction changes required to accommodate the equipment furnished, including the ENGINEER'S charges in connection therewith.

The CONTRACTOR shall respond to required Shop Drawing submittals with complete information and accuracy to achieve required approvals within three (3) submissions. All costs to the ENGINEER involved with subsequent submissions of Shop Drawings, samples or other items requiring approval, will be backcharged to the CONTRACTOR, by deducting such costs from payments due for Work completed. In the event CONTRACTOR requests an approved item be changed or substituted, all involved costs in the reviewing and approval process will likewise be backcharged to the CONTRACTOR unless judged by the ENGINEER that the need for such deviation from previously approved data is beyond the control of the CONTRACTOR.

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

6.9 General Requirements for Subcontractors

CONTRACTOR shall not make subcontracts totaling in amount more than the percentage of the total Contract Price fixed in the Supplementary Conditions, without special written permission from the OWNER. Before making any subcontracts, CONTRACTOR must submit a written statement to OWNER and ENGINEER giving the name and address of the proposed Subcontractor, the portion of the Work and

materials which Subcontractor is to perform and furnish, the cost of the Subcontract and any other information tending to prove that the proposed Subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the Work in accordance with the terms and conditions of the Contract.

CONTRACTOR shall not employ any Subcontractor or other individual or entity (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. If OWNER or ENGINEER after due investigation has reasonable objection to any Subcontractor, other individual or entity proposed by CONTRACTOR, CONTRACTOR shall submit an acceptable substitute. Acceptance of any Subcontractor, other individual or entity by OWNER or ENGINEER shall not constitute a waiver of any right of OWNER or ENGINEER to reject defective Work or Work not in conformance with the Contract Documents. CONTRACTOR shall not, without the consent of OWNER and ENGINEER, make any substitution for any Contractor, other individual or entity.

6.10 CONTRACTOR'S Responsibility for Subcontractors

CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of CONTRACTOR'S Subcontractors and of individuals and entities directly or indirectly employed by them and of individuals and entities for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create for the benefit of any Subcontractor or other individual or entity having a direct contract with CONTRACTOR any contractual relationship between OWNER or ENGINEER, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any monies due any Subcontractor or other individual or entity, except as may otherwise be required by law. OWNER may furnish to any Subcontractor or other person or entity, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the Schedule of Values. CONTRACTOR shall pay all Subcontractors for and on account of Work performed by such Subcontractors in accordance with the terms of their respective subcontracts. If and when required by the ENGINEER, CONTRACTOR shall submit satisfactory evidence that CONTRACTOR has made such payment.

6.11 Delineation of Work

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.

6.12 Contract Documents Binding on Subcontractors

CONTRACTOR agrees to bind specifically every Subcontractor and Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. No Subcontractor shall be permitted to perform Work at the Site until Subcontractor has furnished satisfactory evidence of insurance covering workers' compensation, public liability and property damage.

6.13 Waivers of Subrogation

All Work performed for CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils

covered by insurance provided in accordance with paragraph 5.5. CONTRACTOR shall pay each Subcontractor a just share of any insurance monies received by CONTRACTOR under paragraph 5.5.

6.14 Patent Fees and Royalties

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of 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 and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

6.15 Permits

Unless otherwise stated in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of Bid. CONTRACTOR shall also pay all public utility charges.

6.16 Laws and Regulations

CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. If CONTRACTOR observes that the Specifications or Drawings are at variance therewith, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If CONTRACTOR performs any Work knowing it to be 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 therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations. 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.

6.17 Taxes

CONTRACTOR shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof provided by CONTRACTOR which are legally enacted when bids are received or negotiations concluded whether or not yet effective or merely scheduled to go into effect, unless OWNER is expressly exempt from same, as provided in the Supplementary Conditions.

6.18 Use of Premises

CONTRACTOR shall confine equipment, the storage of materials and equipment and operations to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not

unreasonably encumber the premises with 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. 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 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 professional and all court 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. CONTRACTOR shall not (except after written consent from the proper parties) enter or occupy with personnel, tools, materials or equipment, any land outside the rights-of-way or property of the OWNER. A copy of such written consents shall be given to the OWNER.

6.19 Loading During Construction

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 to stresses or pressures that will endanger it.

6.20 Record Drawings

CONTRACTOR shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, approved Shop Drawings, each approved Sample, and Field Orders at the Site in good order and annotated to show all changes made during the construction process. These shall be available to ENGINEER and shall be delivered to ENGINEER for OWNER upon completion of the Project. Neither CONTRACTOR nor any Subcontractor or Supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by ENGINEER or ENGINEER'S Consultants and, unless otherwise indicated, the ENGINEER and ENGINEER'S Consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. CONTRACTOR shall also comply with the further provisions with respect to record drawings specified in the Supplementary Conditions.

6.21 Safety and Protection

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:

6.21.1 All employees on the Site and other persons who may be affected thereby.

6.21.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Site.

6.21.3 Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.21.4 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. In addition, as a minimum, CONTRACTOR shall comply with all OWNER'S Site and facility safety requirements. CONTRACTOR shall erect and maintain, as required by the conditions and progress of the Work, 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 6.21.2 or 6.21.3 caused, directly or indirectly, in whole or in part by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them 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 anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault of negligence of CONTRACTOR. CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.14 that Work is acceptable and whenever CONTRACTOR returns to perform any Work pursuant to a guarantee.

6.22 Safety Representative

CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to OWNER. 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.

6.23 Emergencies

In emergencies affecting the safety of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or OWNER, is obligated to act, at CONTRACTOR'S discretion, 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 Change Order will be issued.

6.24 Shop Drawing Submittals

After checking and verifying all field measurements, CONTRACTOR shall submit to ENGINEER for review and approval, in accordance with the accepted schedule of Shop Drawing submittals (see paragraph 2.7) for ENGINEER'S review, one reproducible copy of all Shop Drawings, and the number of copies and the time frame for submittal set forth in the Supplementary Conditions which shall bear the CONTRACTOR'S signature of approval certifying that they have been so checked. Submittals without the CONTRACTOR'S signature of approval will not be reviewed by the ENGINEER and will be returned to the CONTRACTOR stamped "Not Approved." Before submitting them to the ENGINEER, all submittals shall be bound, properly labeled and consecutively numbered. In a clear space above the title block, or on the back, the CONTRACTOR shall hand stamp the following, and enter the required information:

OWNER

NAME OF PROJECT

Date: _____

Contract No. _____

Equipment Identification No. _____

Contract Drawings No. _____

Specification Section _____

This document has been reviewed, coordinated and checked in detail for accuracy of content and for compliance with the Contract Documents and is hereby approved. The information contained herein has been coordinated with all involved CONTRACTORS.

CONTRACTOR _____

Signed/Date _____

Shop drawings shall be submitted complete as a single package including all associated drawings for any operating system and shall include all items of equipment and any mechanical units involved or necessary for the functioning of such system. Where applicable, the submittal shall include elementary wiring diagrams showing circuit functioning and necessary interconnection wiring diagrams for construction. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable ENGINEER to review the information as required. Prints from the reproducible transparencies shall be legible with a sharp, clear definition of all line work and lettering. Copies of faxes are not acceptable. Reproducible transparencies and resultant prints which in the opinion of the ENGINEER are not legible will not be reviewed and will be returned to the CONTRACTOR annotated "Not Approved."

Submittals shall be accompanied by a submittal record form hereinbefore specified and acceptable to the ENGINEER and shall be accompanied with any notification of departures and any pertinent data to facilitate review. If data for more than one section of the specifications is submitted, a separate transmittal letter shall accompany the data submitted for each section. A number shall be assigned to each submittal by the CONTRACTOR starting with the Number 1 and thence numbered consecutively. Resubmittals shall be identified by the same number followed by the suffix "A" for the first resubmitted and the suffix "B" for the second resubmittal, etc.

Submittals will be annotated by the ENGINEER in one of the following ways:

"Approved" - no exceptions are taken.

"Approved as Noted" - minor corrections are noted and shall be made and a resubmittal is required.

"Revise and Resubmit" - major corrections are noted and shall be made and a resubmittal is required.

"Not Approved" - Based on the information submitted, the submission is not in conformance with the Contract Documents. The deviations from the Contract Documents are too numerous to list and a completely revised submission of the proposed equipment or a submission of other equipment is required.

If a submittal is satisfactory to the ENGINEER, the ENGINEER will annotate the submittal, "Approved" and return three copies to the CONTRACTOR. If reproducible transparencies are submitted, the ENGINEER will retain the copies and return the reproducible transparencies to the CONTRACTOR, plus two prints.

If a resubmittal is required, the ENGINEER will annotate the submittal "Approved as Noted" or "Revise and Resubmit" or "Not Approved" and return three copies to the CONTRACTOR for appropriate action. If reproducible transparencies are submitted, the ENGINEER will retain the copies and return the reproducible transparencies to the CONTRACTOR, plus two prints.

CONTRACTOR shall revise and resubmit submittals as required by the ENGINEER until submittals are "Approved" by the ENGINEER.

Approval of a Shop Drawing by the ENGINEER will constitute approval of the subject matter for which the drawing was submitted and not for any other structure, material, equipment or appurtenances shown.

Where the nature of the Work of the Contract makes it necessary, or where so required by the ENGINEER, CONTRACTORS shall submit scale and full-size shop drawings of their Work for the approval of the ENGINEER. The shop drawings shall be complete in every detail including provisions required of various trades, connections with other work, all cutting, fitting and drilling required, and any and all other necessary information in accordance with usual trade practice as particularly required for any special purposes and as required by the ENGINEER.

Shop drawings include, but are not limited to, shop drawings, layout and installation drawings in plan and elevation, certified wiring diagrams, interconnecting wiring diagrams, manufacturer's data, etc. CONTRACTOR shall be responsible for securing all of the information, details, dimensions, drawings, etc., necessary to prepare the shop drawings required and necessary under this Contract and to fulfill all other requirements of this Contract. CONTRACTOR shall secure such information, details, drawings, etc., from all possible sources including the Contract Drawings, drawings prepared by Subcontractors, suppliers, etc.

Contract Drawings are for engineering and general arrangement purposes only and are not to be used as shop drawings.

Shop Drawings shall accurately and clearly present the following:

All working and installation dimensions.

Arrangement and sectional views.

Units of equipment in the proposed positions for installation details of required attachments and connections and dimensioned locations between units and in relation to the structures.

Necessary details and information for making connections between the various trades including, but not limited to, power supplies and interconnecting wiring between units, accessories appurtenances, etc.

Structural and all other layout drawings prepared specifically for the Project shall have a plan scale of not less than 1/4-inch equal to 1 foot and they shall be not larger than the size of the Contract Drawings.

Where manufacturer's publications in the form of catalogs, brochures, illustrations, compliance certificates, or other data sheets are submitted in lieu of prepared shop drawings, such submissions shall specifically indicate the item for which approval is requested. Identification of items shall be made in ink, and submissions showing only general information are not acceptable.

The CONTRACTOR shall provide all required copies for the use of the various trades and at the Site, and one copy of approved shop drawings shall be provided by the CONTRACTOR to the other Prime CONTRACTORS.

6.25 Sample Submittals

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. 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 2.8, 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.

6.26 Variations from Contract Documents

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 submission; 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.

6.27 ENGINEER'S Review of Shop Drawings and Samples

ENGINEER will, within five (5) business days of receipt, review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER, but ENGINEER'S review and approval shall be only to determine if the items covered by the submissions 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. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make any corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and resubmit new Samples for review and approval, until approved. CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by ENGINEER on previous submittals. CONTRACTOR'S stamp of approval on any Shop Drawing or Sample shall constitute a representation to OWNER and ENGINEER that CONTRACTOR has either determined and verified all field measurements, quantities, dimensions, field construction criteria, specified performance criteria, installation requirements, materials, catalog numbers,

and similar information thereto; all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; or CONTRACTOR assumes full responsibility for doing so and that CONTRACTOR has reviewed or coordinated each Shop Drawing with the requirements of the Work and the Contract Documents.

The CONTRACTOR shall respond to required submittals with complete information and accuracy to achieve required approvals within three (3) submissions. All costs to the ENGINEER involved with subsequent submissions of Shop Drawings, Samples or other items requiring approval, will be backcharged to the CONTRACTOR as defined in paragraph 6.8. In the event CONTRACTOR requests an approved item be changed or substituted, all involved costs in the reviewing and approval process will likewise be backcharged to the CONTRACTOR as defined in paragraph 6.8.

6.28 Approval of Submittals

Where a Shop Drawing or Sample submittal is required by the Specifications, no related Work shall be commenced until the submission has been approved by ENGINEER. The Work shall be in accordance with approved submittals.

6.29 Limitations of ENGINEER'S Review and Approval

ENGINEER'S review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from CONTRACTOR'S responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has specifically and separately, in writing, called ENGINEER'S attention to such variation at the time of each submittal as required by paragraph 6.26 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 shall any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions complying with the requirements of paragraph 6.27.

6.30 Cleaning

CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris and remove all surplus materials and equipment from the Site when no longer needed. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the Site as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the Site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to its original condition all property not designated for alteration by the Contract Documents. Removal and disposal of waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations. If CONTRACTOR fails to clean up as provided in the Contract Documents, OWNER may do so and the cost thereof shall be charged to CONTRACTOR.

6.31 Indemnification by CONTRACTOR

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 other dispute resolution costs) arising out of

or relating to the performance of the Work, provided that any such claim, cost, loss or damage (a) 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 (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, CONTRACTOR'S Subcontractor(s), officers, directors, partners, employees, agents, Consultants or other representatives, regardless of whether or not it is caused in part by a party indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person or persons described in this paragraph 6.31.

6.32 Indemnification Not Limited by Limits on Damages Payable Under Workers' Benefit Acts

The indemnification obligation under paragraph 6.31 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 Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

6.33 CONTRACTOR Not Liable for Damages Primarily Caused by ENGINEER

The obligations of CONTRACTOR under paragraph 6.31 shall not extend to the liability of ENGINEER, ENGINEER'S officers, directors, partners, agents, employees or other representatives arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications or (b) the giving of or the failure to give directions or instructions by ENGINEER, ENGINEER'S agents or employees provided such giving or failure to give is the primary cause of injury or damage.

SECTION 7 - WORK BY OTHERS

7.1 CONTRACTOR'S Duty to Coordinate

OWNER may perform other work related to the Project by OWNER'S employees, or OWNER may let other direct contracts therefor which shall contain General Conditions similar to these, or have other work performed by utility owners. CONTRACTOR shall afford the other contractors who are parties to such direct contracts 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 Work, and shall properly connect and coordinate Work with theirs.

7.1.1 If the OWNER shall determine that the CONTRACTOR is failing to coordinate Work with the work of other contractors as the ENGINEER has directed, then the OWNER shall have the right to withhold any payments otherwise due hereunder until the ENGINEER'S directions are complied with by the CONTRACTOR.

7.1.2 If the CONTRACTOR notifies the ENGINEER in writing that another contractor is failing to coordinate work with the Work of this Contract as directed, the ENGINEER will investigate the charge. If ENGINEER finds it to be true, ENGINEER will issue such directions to the other contractor with respect thereto as the situation may require. The OWNER shall not, however, be liable for any damages suffered by this CONTRACTOR by reason of the other contractor's failure to promptly comply with the directions

so issued by the ENGINEER, or by reason of another contractor's default in performance, it being understood that the OWNER does not guarantee the responsibility or continued efficiency of any contractor.

7.1.3 The CONTRACTOR shall indemnify and hold the OWNER harmless from any and all claims or judgments for damages and from costs and expenses to which the OWNER may be subjected or which it may suffer or incur by reason of the CONTRACTOR'S failure to comply with the ENGINEER'S directions promptly. The OWNER shall have the right to withhold the amount of such claims from any moneys due the CONTRACTOR under the Contract, until such time as the commencement of an action thereon would be barred by law or until final adjudication of such action by a Court of competent jurisdiction. The OWNER, in its sole discretion, may permit the CONTRACTOR to substitute other satisfactory security in lieu of the moneys so withheld.

7.1.4 Should the CONTRACTOR sustain any damage through any act or omission of any other contractor having a contract with the OWNER for the performance of the work upon the Site or of work which may be necessary to be performed for the proper prosecution of the Work to be performed hereunder, or through any act or omission of a Subcontractor of such Contract, the CONTRACTOR shall have no claim against the OWNER or ENGINEER for such damage, but shall have a right to recover such damage from the other contractor under the provision similar to the following provisions which have been or will be inserted in the Contract Documents with such other contractors.

7.1.5 Should any other contractor having or who shall hereafter have a contract with the OWNER for the performance of work upon the Site sustain any damage through any act or omission of the CONTRACTOR hereunder or through any act or omission of any Subcontractor of the CONTRACTOR, the CONTRACTOR agrees to reimburse such other contractor for all such damages and to defend at CONTRACTOR'S own expense any suit based upon such claim and if any judgment or claims against the OWNER shall be allowed, the CONTRACTOR shall pay or satisfy such judgment or claim and pay all costs and expenses in connection herewith and to indemnify and hold the OWNER harmless from all such claims. If a dispute arises among CONTRACTOR, separate Contractors and OWNER as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, OWNER may clean up and OWNER will allocate the cost among those responsible.

7.2 CONTRACTOR'S Duty to Inspect

If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such Work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR'S failure so to report shall constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S Work except for latent defects and deficiencies in such other work.

7.3 Cutting, Fitting and Patching

CONTRACTOR shall do all cutting, fitting and patching of CONTRACTOR'S Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. CONTRACTOR shall not damage or 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 of the other contractors 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 benefits of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

7.4 Changes Due to Work by Others

If the performance of other work by other contractors or OWNER is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to CONTRACTOR prior to starting any such other work. If CONTRACTOR believes that the performance of such other work by OWNER or others involves CONTRACTOR in additional expense or entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in paragraph 10.6 and in Sections 11 and 12.

SECTION 8 - OWNER'S RESPONSIBILITIES

8.1 Communications

In general OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2 Termination of ENGINEER

In case of termination of the employment of ENGINEER, OWNER shall appoint an ENGINEER whose status under the Contract Documents shall be that of the former ENGINEER.

8.3 Promptness

OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.4 and 14.14.

8.4 Providing Easements, Surveys and Reports

OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.5. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface and latent physical conditions at the Site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Contract Documents.

8.5 Changes

In addition to OWNER rights to request changes in the Work in accordance with Section 10, OWNER (especially in certain instances as provided in paragraph 10.4) shall be obligated to execute Change Orders.

8.6 Inspections, Tests and Approvals

OWNER'S responsibilities in respect of certain inspections, tests and approvals are set forth in paragraph 13.2.

8.7 Stopping or Suspending Work, Termination

In connection with OWNER'S right to stop Work or suspend Work, see paragraphs 13.8 and 15.1. Paragraph 15.2 deals with OWNER'S right to terminate services of CONTRACTOR under certain circumstances.

8.8 Performance of Work

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.

SECTION 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.1 Visits to Site

ENGINEER will maintain a constant presence when work is in progress at the Site in order to inspect the progress and quality of the various aspects of CONTRACTOR'S executed Work and to 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 requirements of the Contract Documents. On the basis of such visits and inspections, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

ENGINEER'S visits and inspections are subject to all the limitations on ENGINEER'S authority and responsibility set forth in paragraph(s) 9.10 through 9.13, and particularly, but without limitation, during or as a result of ENGINEER'S visits or inspections 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.

9.2 Clarifications and Interpretations

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 or reasonably inferable from the Contract Documents.

9.3 Rejecting Defective Work

ENGINEER will have the 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 13.7 whether or not the Work is fabricated, installed or completed.

9.4 Authority as to Shop Drawings

In connection with ENGINEER'S authority as to Shop Drawings and Samples, see paragraphs 6.24 through 6.29 inclusive.

9.5 Authority as to Change Orders

In connection with ENGINEER'S authority as to Change Orders, see Sections 10, 11 and 12.

9.6 Authority as to Applications for Payment

In connection with ENGINEER'S authority as to Applications for Payment, see Section 14.

9.7 Resident Project Representatives

If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative and assistants to assist ENGINEER in carrying out ENGINEER'S responsibilities at the Site. The Resident Project Representative shall be authorized to inspect all Work done and materials furnished. Such inspection may extend to all parts of the Work, and to the preparation or manufacturer of the materials to be used. In case of any dispute arising between the CONTRACTOR and Resident Project Representative, as to materials furnished or the manner of performing the Work, the Resident Project Representative shall have the authority to reject material until the question at issue can be referred to and decided by the ENGINEER. The Resident Project Representative shall not be authorized to revoke, alter, enlarge, relax or release any requirements of these Contract Documents nor to approve or accept any portion of the Work, nor to issue instructions contrary to the Contract Documents. The Resident Project Representative shall in no case act as foreman or perform other duties for the CONTRACTOR, or interfere with the management of the Work by the latter. Any advice which the Resident Project Representative may give the CONTRACTOR shall in no way be construed as binding the ENGINEER nor the OWNER in any way nor releasing the CONTRACTOR from the fulfillment of the terms of the Contract Documents.

9.8 Decisions on Disagreements

ENGINEER will be the initial interpreter of the requirements of the Contract Documents and evaluator of the acceptability of the Work thereunder and will not be liable in connection with interpretation or evaluation rendered in good faith in such capacity. 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 Time will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.6.

9.9 Limitations on ENGINEER'S Responsibilities

Neither ENGINEER'S authority to act under this Section 9 or elsewhere in 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 or Supplier and any other individual or entity, or to any surety for or any agent or employee of any of them.

9.10 No Responsibility for Performance of 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, and ENGINEER will not be responsible for CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents; except for ENGINEER'S negligence in failing to stop Work that appears grossly not in accordance with the Contract Documents.

9.11 CONTRACTOR'S Omissions

ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractors, any Supplier, or any of their agents or employees, or of any other individual or entity performing any of the Work.

9.12 Review of Application for Payment and Other Documentation

ENGINEER'S review of any Application for Payment and accompanying documentation and all maintenance and operating documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered pursuant to the Contract Documents 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 result certified indicates compliance with, the Contract Documents. 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.

SECTION 10 - CHANGES IN THE WORK

10.1 Change Orders

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; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall promptly proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Section 11 or Section 12 on the basis of a claim made by either party.

10.2 Minor Variations

ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are 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 CONTRACTOR shall perform the Work involved promptly.

10.3 Emergency Work

Extra or additional Work performed by CONTRACTOR without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.23 and except as provided in paragraph 10.2.

10.4 Execution of Change Orders

OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER covering changes in the Work to be performed as provided in paragraph 4.3 and Work performed in an emergency as provided in paragraph 6.23 and any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by ENGINEER.

10.5 Surety Notification

It is CONTRACTOR'S responsibility to notify CONTRACTOR'S Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

10.6 Claims and Disputes

10.6.1 Notice: Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by CONTRACTOR to ENGINEER promptly (but in no event later than fifteen (15) 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 within forty-five (45) days after the start of such event (unless ENGINEER allows additional time for CONTRACTOR 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 11.3. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Section 12. Each Claim shall be accompanied by CONTRACTOR'S written statement that the adjustment claimed is the entire adjustment to which CONTRACTOR believes it is entitled as a result of said event.

10.6.2 Lack of Notice: No Claim for an adjustment in Contract Price or Contract Time will be valid if not submitted in accordance with paragraph 10.6.1.

10.6.3 Duty to Proceed: Pending the resolution of any Claim or dispute or other matter, CONTRACTOR shall diligently carry on the Work and adhere to the Progress Schedule.

10.6.4 Waiver of Consequential Damages: The CONTRACTOR waives Claims against the OWNER for consequential damages arising out of or relating to this Contract. This waiver includes but is not limited to damages incurred by the CONTRACTOR for principal office expenses including the compensation of personnel stationed there, for losses of financial, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

SECTION 11 - CHANGE OF CONTRACT PRICE

11.1 Contract Price

The Contract Price constitutes the total compensation payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR'S expense without change in the Contract Price.

11.2 Changes in Contract Price

The Contract Price may only be changed by a Change Order.

11.3 Valuation of Change Orders and Claims

The value of any Work covered by a Change Order and of any Claim for an adjustment in the Contract Price shall be determined in one of the following ways:

11.3.1 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 conditions of paragraph 11.9).

11.3.2 Where the Work involved is not covered by Unit Prices contained in the Contract Documents, by mutually agreed lump sum.

11.3.3 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 11.3.2, on the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in paragraph 11.6).

11.4 Cost of the Work

The term Cost of the Work means the sum of all costs necessarily incurred and paid by the 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 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under applicable New York State Prevailing Wage schedules and supplements thereto. Such employees shall include, without limitation, superintendents, foremen, skilled and unskilled labor, 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, salaries and wages plus the cost of fringe benefits, which shall include but not be limited to, 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 regular working hours, on Saturday, Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.

11.4.2 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, and rebates as well as refunds from the return or sale of surplus materials and equipment shall accrue to OWNER and shall be provided to OWNER by CONTRACTOR at the time such discounts, rebates, or refunds are obtained by CONTRACTOR either by credit in satisfaction of the applicable portion of payments due CONTRACTOR or, if such credit would be in excess of payments due for the Work, in the form of a check payable to OWNER.

11.4.3 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 plus a fee shall be determined in accordance with paragraphs 11.4 and 11.5. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4 Reasonable costs of special Consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work after approval by OWNER.

11.4.5 Supplemental costs including the following:

11.4.5.1 Reasonable 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 workmen, which are consumed in the performance of the Work, or proportionate market value cost of use during this Project of such items not consumed, which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented by CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the reasonable costs of transportation, loading, unloading, assembly, installation, dismantling and removal thereof, all in accordance with 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.

11.4.5.4 Sales, consumer, use or similar taxes related to the Work and for which CONTRACTOR is liable should OWNER's tax exemption not be applicable to any purchase incurring such tax. OWNER, as a County of the State of New York, is tax-exempt and materials, equipment and other items or services for the Work should be obtained by CONTRACTOR in accordance with applicable exemptions.

11.4.5.5 Deposits lost for causes other than negligence of CONTRACTOR, its Subcontractors, Consultants or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable; royalty payments with advance notice and acceptance by OWNER of the need for such royalty payments; and fees for any legally required permits or licenses.

11.4.5.6 Losses, 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 5.5 or uncovering required by paragraph 13.7), 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. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for CONTRACTOR'S services a fee proportionate to that stated in paragraph 11.6.2.

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

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

11.4.5.9 The reasonable cost of premiums for additional bonds and insurance required because of the Changes in the Work or caused by an event giving rise to a Claim; unless acts or omissions by CONTRACTOR, or CONTRACTOR'S Subcontractors, Consultants or anyone directly or indirectly employed by any of them or for whose acts or omissions any of them may be liable gave rise to the need for such Changes or such Claim.

11.5 Cost of Work Exclusions

The term Cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, 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 a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1, or specifically covered by 11.4.4 - all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the Site.

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

11.5.4 Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts or omissions 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.

11.5.5 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 CONTRACTOR'S Fee

The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1 A mutually acceptable fixed fee, or if none can be agreed upon,

11.6.2 A reasonable fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1 For costs incurred under paragraphs 11.4.1 and 11.4.2 the Contractor's Fee shall not exceed ten percent (10%).

11.6.2.2 For costs incurred under paragraph 11.4.3, the Contractor's Fee shall be five percent (5%); 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 for overhead and profit shall be ten percent (10%). Where more than one tier of subcontracts are on the basis of Cost of the Work plus a fee, the intent of this paragraph 11.6.2.2 is that the subcontractor who actually performs the Work, at whatever tier, will be paid a fee of ten percent (10%) of the costs incurred by such subcontractor under paragraphs 11.4.1 and 11.4.2 and that any higher tier subcontractor and CONTRACTOR will each be paid a fee of five percent (5%) of the amount paid to the next lower tier subcontractor;

11.6.2.3 No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5.

11.6.2.4 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 the applicable percentage under 11.6.2.1 or 11.6.2.2.

11.6.2.5 When both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.4 inclusive.

11.7 Itemized Cost Breakdown

Whenever the Cost of any Work for any purpose is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.8 Cash Allowances

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 for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that 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. 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. 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.

11.9 Unit Price Work

11.9.1 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.

11.9.2 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.

SECTION 12 - CHANGE OF THE CONTRACT TIME

12.1 Change Order Required

The Contract Time may only be changed by a Change Order. Any Claim for an adjustment in the Contract Time shall be based on written notice delivered by the CONTRACTOR to the OWNER and ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the Claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. Any change in the Contract Time resulting from any such Claim shall be incorporated in a Change Order.

12.2 Extensions of Time

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if CONTRACTOR makes a Claim therefor as provided in paragraph 12.1. Delays beyond the control of CONTRACTOR may include, but not be limited to: omissions or acts or neglect by OWNER and ENGINEER; omissions, acts or neglect of utility owners or of any other contractors performing other work as contemplated by Section 7; fires, floods, labor disputes, abnormal weather conditions, or Acts of God.

12.3 Time is of the Essence

All time limits stated in the Contract Documents are of the essence of the Agreement.

12.4 Delays within CONTRACTOR'S Control

The Contract Time 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.

12.5 Delays beyond CONTRACTOR'S Control

Where CONTRACTOR is prevented from completing any part of the Work within the Contract Time due to delay beyond the control of CONTRACTOR, howsoever caused, an extension of the Contract Time in an amount equal to the time lost due to such delay shall be CONTRACTOR'S sole and exclusive remedy for such delay and 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 such delay.

SECTION 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.1 Warranty and Guarantee

CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all materials and equipment will be new and of good quality unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of any inspections, tests or approvals referred to in paragraph 13.2. All unsatisfactory Work, all faulty or defective Work, and all Work not conforming to the requirements of the Contract Documents, at the time of acceptance thereof or of such inspections, tests or approvals, shall be considered defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Section 13.

13.2 Tests and Inspections

If the Contract Documents or Laws or Regulations of any public body 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, testing or approval. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspection, 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, 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 and the costs thereof shall be borne by CONTRACTOR unless otherwise specified.

13.3 Timely Notice for Inspections, Tests and Approvals

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.

13.4 CONTRACTOR'S Obligations

Neither inspections by ENGINEER nor inspections, tests or approvals by persons other than CONTRACTOR shall relieve CONTRACTOR from obligations to perform the Work in accordance with the requirements of the Contract Documents.

13.5 Access to Site and Work

OWNER, ENGINEER, ENGINEER'S CONSULTANT, other representatives and personnel of OWNER, independent testing laboratories, New York State Department of Environmental Conservation representatives and other governmental agencies with jurisdictional interests will, at reasonable times, have access to the Site and the Work for their observation, inspecting, and testing. However, entities with jurisdictional access may have greater access to the site, in accordance with their jurisdictional authorization. CONTRACTOR shall provide proper and safe conditions for such access and advise

individuals accessing the Site of CONTRACTOR'S Site safety procedures and programs so that they may comply therewith as applicable.

13.6 Unauthorized Covering of Work

If any Work (or the work of others) that is required so to be inspected, tested or approved is covered by CONTRACTOR without written approval of ENGINEER, it must, if requested by ENGINEER, be uncovered for inspection, and such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR'S intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.7 ENGINEER'S Request to Inspect Covered Work

If any Work has been covered which ENGINEER has not specifically requested to inspect prior to its being covered, or if ENGINEER considers it necessary or advisable that covered Work be 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 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, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

13.8 OWNER May Stop the Work

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, or if CONTRACTOR fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, make prompt payments to Subcontractors or for labor, materials or equipment, 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 or any other party, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.9 Correction or Removal of Defective Work

CONTRACTOR shall promptly 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 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). CONTRACTOR shall also bear the expenses of making good all Work of other destroyed or damaged by CONTRACTOR'S correction, removal or replacement of CONTRACTOR'S defective Work.

13.10 OWNER May Correct Defective Work

13.10.1 If CONTRACTOR fails within three (3) days after written notice from ENGINEER to commence and diligently pursue the correction of defective Work and to complete same within a reasonable time, or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.9, 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 the three (3) days notice period expires, correct and remedy any such deficiency.

13.10.2 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.

13.10.3 All costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.10 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. Such 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.

13.10.4 CONTRACTOR shall not be allowed an extension of the Contract Time 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 13.10.

13.11 One Year Correction Period

13.11.1 Repair or Replacement: 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 as set forth in the Supplementary Conditions, 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 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 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.

13.11.2 Start of Correction Period: 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.

13.11.3 Correction Period for Defective Work: Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.11, 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 and accepted by OWNER.

13.11.4 No Limitation of OWNER'S Rights or Remedies: CONTRACTOR'S obligations under this paragraph 13.11 are in addition to any other obligation or warranty and not a limitation of OWNER'S rights or remedies against CONTRACTOR for defective Work. The provisions of this paragraph 13.11 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.12 Acceptance of Defective Work

If, instead of requiring correction or removal and replacement of defective Work, OWNER 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 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. In such case, if acceptance occurs prior to ENGINEER'S recommendation of Final Payment a Change Order shall be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate reduction 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 Sections 11 and 12. If the acceptance occurs after such recommendation of Final Payment, an appropriate amount shall be paid by CONTRACTOR to OWNER.

13.13 Neglected Work by Contractor

If CONTRACTOR should fail to prosecute the Work in accordance with the Contract Documents, including any requirements of the Progress Schedule, OWNER, after three (3) days written notice to CONTRACTOR may, without prejudice to any other remedy OWNER may have, make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due CONTRACTOR are not sufficient to cover such amount, CONTRACTOR shall pay the difference to OWNER.

SECTION 14 - PAYMENTS AND COMPLETION

14.1 Schedules

At least ten (10) days prior to submitting the first Application for a Progress Payment, CONTRACTOR shall submit a Progress Schedule, a final Schedule of Shop Drawing Submissions and a Schedule of Values of the Work. These schedules shall be satisfactory in form and substance to ENGINEER. The Schedule of Values shall include quantities and Unit Prices aggregating the Contract Price, and shall subdivide the Work into component parts in sufficient detail to serve as the basis for Progress Payments during construction. Progress payments on account of Unit Price Work will be based on the number of units completed. Upon approval of the schedules of values by ENGINEER, it shall be incorporated into the form of Application for Payment furnished by ENGINEER.

14.2 Application for Progress Payment

CONTRACTOR shall submit to ENGINEER for review not more often than once a month, 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 data and schedules, certified payrolls, and supporting documentation as ENGINEER may require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site 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. 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 to discharge in full all of CONTRACTOR'S legitimate obligations associated with prior Applications for Payment. The amount of retainage with respect to Progress Payments will be as stipulated in the Agreement.

14.3 CONTRACTOR'S Warranty of Title

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 at the time of payment free and clear of all Liens.

14.4 ENGINEER'S Review of Applications for Payment

ENGINEER will, within a reasonable time after receipt of each Application for Payment, either indicate in writing recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and/or supply the required supporting documentation and resubmit the Application. OWNER shall, within a reasonable time of presentation of an Application for Payment, pay CONTRACTOR the amount recommended by ENGINEER.

14.5 ENGINEER'S Recommendation for Payment

ENGINEER'S recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER'S on-Site inspections of the executed Work 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: the Work has progressed

to the point indicated; the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project 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 9.9 and to any other qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. 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 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. Neither ENGINEER'S review of CONTRACTOR'S Work for the purpose 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.

14.6 ENGINEER'S Refusal to Recommend Payment

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 14.5. 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:

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

14.6.2 the Contract Price has been reduced by Modification;

14.6.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.10; or

14.6.4 ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.2.

14.7 OWNER'S Refusal to Make Payment

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

14.7.1 claims have been made against OWNER on account of CONTRACTOR'S performance or furnishing of the Work or there is reasonable cause to believe such may be made;

14.7.2 liens have been filed in connection with the Work, or there is reasonable cause to believe such may be filed, except where CONTRACTOR has delivered a specific bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

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

14.7.4 OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraph 14.7 or paragraph 15.2.

14.8 Certificate of Substantial Completion

When CONTRACTOR considers the entire Work ready for its intended use, CONTRACTOR shall certify to the OWNER and ENGINEER, in writing, that the entire Work is Substantially Complete (except for items specifically listed by CONTRACTOR as incomplete) and request issuance of a Certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If OWNER and ENGINEER do not consider the Work Substantially Complete, they will notify CONTRACTOR in writing giving the reasons therefor. If OWNER and ENGINEER consider the Work Substantially Complete, ENGINEER will issue a Certificate of Substantial Completion. There shall be attached to the Certificate a list of items to be completed or corrected before Final Payment ("Punch List"). At the time of delivery of the 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.

14.9 CONTRACTOR'S Access to Site after Substantial Completion

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 Punch List.

14.10 Partial Utilization

If at any time prior to the issuance of the Certificate of Substantial Completion any portion of the permanent construction has been satisfactorily completed, and if the ENGINEER determines that such portion of the permanent construction is not required for the operations of the CONTRACTOR but is needed by the OWNER, the ENGINEER shall issue to the CONTRACTOR a letter of partial utilization for that part of the Work, and thereupon or at any time thereafter the OWNER may take over and use the portion of the permanent construction described in such letter, and may exclude the CONTRACTOR therefrom.

The issuance of a letter of partial utilization shall not be construed to constitute an extension of the CONTRACTOR'S time to complete the portion of the permanent construction to which it relates if CONTRACTOR has failed to complete it in accordance with the terms of this Contract. The issuance of such a letter of partial utilization shall not operate to release the CONTRACTOR or CONTRACTOR'S Sureties from any obligations under this Contract or the Performance Bond.

The CONTRACTOR'S guarantee on that part of the Work placed into use shall begin on the date such use by the OWNER shall begin and the CONTRACTOR shall be entitled to a reduction of the retained retainage as have been withheld by the OWNER, in accordance with the Contract Documents.

14.11 Final Inspection

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such Work or remedy such deficiencies.

14.12 Final Application for Payment

After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, certificates or other evidence of insurance, marked-up record documents (as provided in paragraph 6.20), and other documents - all as required by the Contract Documents, CONTRACTOR may make Application for Final Payment following the procedure for Progress Payments. The final Application for Payment shall be accompanied (except as previously delivered) by an itemized list of Claims previously made in writing and still unsettled which CONTRACTOR wishes to reserve, and such data and schedules as ENGINEER may reasonably require, together with all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.1, consent of the Surety, if any, to Final Payment, and 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. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and 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 materialman, fabricator or Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

14.13 Recommendation of Final Payment

If, on the basis of ENGINEER'S inspection and review of the Work during construction, ENGINEER'S final inspection and ENGINEER'S review of the Final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of CONTRACTOR'S obligations under the Contract Documents, CONTRACTOR will, within a reasonable period of time after receipt of the Final Application for Payment, indicate in writing CONTRACTOR'S recommendation of payment and present the Application for Payment to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.17. 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. OWNER shall, within a reasonable period of time of presentation to OWNER of any recommended Final Application for Payment, pay CONTRACTOR the amount recommended by ENGINEER. ENGINEER'S recommendation of Final Payment will constitute an additional representation by ENGINEER to OWNER that the conditions precedent to CONTRACTOR'S being entitled to Final Payment appear to have been fulfilled in so far as it is ENGINEER'S responsibility to inspect the Work.

14.14 Delays in Final Completion through No Fault of CONTRACTOR

If after Substantial Completion of the Work Final Completion thereof is significantly delayed through no fault of CONTRACTOR, 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 5.1, 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 the CONTRACTOR to the 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.

14.15 CONTRACTOR'S Continuing Obligation

CONTRACTOR'S obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any Progress or Final Payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Project or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any correction of defective Work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents.

14.16 Waiver of Claims

The acceptance of Final Payment by CONTRACTOR shall constitute a waiver of all claims by CONTRACTOR against OWNER and ENGINEER other than those previously made in writing and still unsettled, as enumerated in CONTRACTOR'S attachment to CONTRACTOR'S Application for Final Payment.

SECTION 15 - SUSPENSION OF WORK AND TERMINATION

15.1 OWNER May Suspend Work

OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) consecutive days by notice in writing to CONTRACTOR and ENGINEER which shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR will be allowed an adjustment in the Contract Price or an extension of the Contract Time, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.6 and Sections 11 and 12.

15.2 OWNER May Terminate

To the fullest extent permitted by law, if CONTRACTOR is adjudged as bankrupt or insolvent, or if CONTRACTOR makes a general assignment for the benefit of CONTRACTOR'S creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property, or if CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents (including but not limited to, failure to supply sufficient skilled workmen or suitable

materials or equipment, or failure to adhere to the Progress Schedule established under paragraph 14.1, as adjusted from time to time), or if CONTRACTOR fails to make prompt payments to Subcontractors or Suppliers for labor, materials or equipment or if CONTRACTOR disregards Laws or Regulations or if CONTRACTOR disregards the authority of ENGINEER, or if CONTRACTOR otherwise violates any provision of the Contract Documents, then OWNER may, without prejudice to any other right or remedy and after giving CONTRACTOR and CONTRACTOR'S Surety three (3) days' written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Project and of all appliances, materials, equipment, tools, construction equipment and machinery at the Site owned 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 by whatever method 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 other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER.

15.3 OWNER'S Rights after Termination

Where CONTRACTOR'S services have been so terminated by OWNER, the termination shall not affect any rights of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by OWNER due CONTRACTOR will not release CONTRACTOR from liability.

15.4 OWNER May Terminate For Convenience

15.4.1 Upon seven days written notice to CONTRACTOR, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. Upon receipt of written notice from OWNER of such termination for OWNER'S convenience, CONTRACTOR shall:

15.4.1.1 cease operations as directed by OWNER in the notice;

15.4.1.2 take actions necessary, or that OWNER may direct, for the protection and preservation of the Work; and

15.4.1.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Subcontracts and purchase orders and enter into no further Subcontracts and purchase orders.

15.4.2 In such case, CONTRACTOR shall be paid (without duplication of any items):

15.4.2.1 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;

15.4.2.2 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;

15.4.2.3 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

15.4.2.4 for reasonable expenses directly attributable to termination.

15.4.3 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.

15.5 CONTRACTOR May Stop Work or Terminate

If through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (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 a reasonable time after it is submitted, or OWNER fails to pay CONTRACTOR any sum finally determined to be due within a reasonable time of its approval and presentation, then CONTRACTOR may, upon seven (7) days' written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.4. In lieu of terminating the Contract if ENGINEER has failed to act on an Application for Payment within a reasonable time, or OWNER has failed to make any payment (as aforesaid), finally determined to be due, CONTRACTOR may upon seven (7) days' notice to OWNER and ENGINEER stop the Work until CONTRACTOR has been paid all amounts then due.

15.6 Conversion to Termination for Convenience

If it shall later be determined that a termination for cause by the OWNER was not for cause, then the termination shall be deemed to have been for convenience under paragraph 15.4 and any amounts due the CONTRACTOR arising out of the termination shall be determined pursuant to paragraph 15.4.

SECTION 16 - MISCELLANEOUS

16.1 Giving Notice

Whenever any provision of the Contract Documents requires the giving of written notice it shall 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 party who gives the notice.

16.2 Computation of Time

When any period of time is referred to in the Contract Documents by days, it shall be calendar days computed with the first day commencing the day after the day of the triggering event and including the last day of such period. If the last day of any period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

16.3 Specifications and Drawings

All Specifications, Drawings and copies thereof furnished by ENGINEER shall remain OWNER'S property. They shall not be used on another Project and, with the exception of one set which may be retained by CONTRACTOR for CONTRACTOR'S project file, shall be returned to OWNER on request upon completion of the Project.

16.4 Cumulative Remedies

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.

16.5 Survival of Obligations

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.

16.6 Claims of Damage to CONTRACTOR'S Person or Property

Should CONTRACTOR suffer injury or damage to CONTRACTOR'S person or property because of any error, omission or act of OWNER, ENGINEER, or of any of their employees or agents or others for whose acts they are legally liable, claim shall be made in writing in accordance with the provisions of paragraph 10.6.

16.7 Choice of Law

The Contract Documents shall be governed by the law of the place of the Project.

16.8 New York State Labor Law Requirements

16.8.1 Pursuant to New York State Labor Law 220(2), no laborer, worker or mechanic in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or a part of the Work shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. No such person shall be so employed more than eight hours in any day or more than five days in any one week except in such emergency. Extraordinary emergency within the meaning of this section shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the New York State Commissioner of Labor (Commissioner) for the preservation of the contract Site and for the protection of the life and limb of the persons using the same. Upon the application of any person interested, the Commissioner shall make a determination as to whether or not on any public project or on all public projects in any area of this state,

sufficient laborers, workers and mechanics of any or all classifications can be employed to carry on Work expeditiously if their labor is restricted to eight hours per day and five days per week, and in the event that the Commissioner determines that there are not sufficient workers, laborers and mechanics of any or all classifications which may be employed to carry on such Work expeditiously if their labor is restricted to eight hours per day and five days per week, and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the Commissioner for the preservation of the Project Site and for the protection of the life and limb of the persons using the same, the Commissioner shall grant a dispensation permitting all laborers, workers and mechanics, or any classification of such laborers, workers and mechanics, to work such additional hours or days per week on such public project or in such areas the Commissioner shall determine. Whenever such a dispensation is granted, all Work in excess of eight hours per day and five days per week shall be considered overtime Work, and the laborers, workers and mechanics performing such Work shall be paid a premium wage commensurate with the premium wages prevailing in the area in which the Work is performed. No such dispensation shall be effective with respect to any public work unless and until the County certifies to the commissioner that such Project is of an important nature and that a delay in carrying it to completion would result in serious disadvantage to the public. Time lost in any week because of inclement weather by employees engaged in the construction, reconstruction and maintenance of highways outside of the limits of cities and villages may be made up during that week and/or the succeeding three weeks.

16.8.2 Pursuant to New York State Labor Law 220(3)(a) each laborer, workman or mechanic, employed by any Contractor, Subcontractor or other person on this Project shall be paid be not less than the prevailing rate of wages and supplements set by the New York State Department of Labor.

16.8.3 Pursuant to New York State Labor Law 220(3)(d)(iv), the filing of payrolls in a manner consistent with Labor Law 220(3-a) is a condition precedent to payment of any sums due and owing for Work done upon the Project.

16.8.4 Pursuant to New York State Labor Law 220 (3-a)(a)(ii), each Contractor and Subcontractor shall post in a prominent and accessible place on the Site where the Work is performed a legible statement of all wage rates and supplements specified in the Contract for the various classes of mechanics, workers, or laborers employed on the Work. Posted statements shall be written in plain English; titled, in lettering no smaller than 2 inches high and 2 inches wide, "Prevailing Rate of Wages"; and constructed of materials capable of withstanding adverse weather conditions. Each Contractor and Subcontractor shall notify all laborers, workers or mechanics in their employ in writing of the prevailing wage rate for their particular job classification. Such notification shall be given to every laborer, worker or mechanic on their first pay stub and with every pay stub thereafter. At the beginning of performance of the Work, and with the first paycheck after July first of each year, each Contractor and Subcontractor shall notify all laborers, workers, and mechanics in their employ in writing, in accordance with such form as is prescribed by the Commissioner, of the telephone number and address for the Commissioner. The notice shall also inform each laborer, worker, or mechanic of his or her right to contact the Commissioner, or some other representative if, at any time while working for the Contractor or Subcontractor, he or she does not receive the proper prevailing wage rate or supplements for his or her particular job classification that he or she is entitled to receive under the Contract.

16.8.5 Pursuant to New York State Labor Law 220 (3-a)(a)(iii), each Contractor and Subcontractor shall keep original payrolls or transcripts thereof, subscribed and sworn to or affirmed by him or her as true under the penalties of perjury, setting forth the names and addresses and showing for each worker, laborer, or mechanic the hours and days worked, the occupations worked, the hourly wage rates paid and the supplements paid or provided. Where a Contractor or Subcontractor maintains no regular place of business in New York State and where the amount of the contract is in excess of \$25,000, such payrolls

shall be kept on the Site of the Work. All other Contractors or Subcontractors shall produce within 5 days on the Site of the Work and upon formal order of the Commissioner, or his or her designated representative, such original payrolls or transcripts thereof, subscribed and sworn to or affirmed by him or her as true under the penalties of perjury, as may be deemed necessary to adequately enforce the provisions Article 8 of the New York State Labor Law. Every Contractor and Subcontractor shall submit to the County within 30 days after issuance of its first payroll, and every 30 days thereafter, a transcript of the original payroll record subscribed and sworn to or affirmed as true under the penalties of perjury.

16.8.6 Pursuant to Labor Law 220-d, prevailing wage rates and supplements have been included as an appendix in the Project Manual. Laborers, workingmen or mechanics shall be paid not less than such prevailing wage rates and supplements.

16.8.7 Pursuant to Labor Law 220-e, the Contractor and every Subcontractor agrees:

16.8.7.1 that in the hiring of employees for the performance of Work under this Contract or any subcontract hereunder, no Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, 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;

16.8.7.2 that no Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Contract on account of race, creed, color, disability, sex or national origin;

16.8.7.3 that there may be deducted from the amount payable to the Contractor by the state or municipality under this Contract a penalty of fifty dollars (\$50) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract;

16.8.7.4 that this Contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the Contract; and

16.8.7.5 the aforesaid provisions covering every Contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

16.8.8 Pursuant to Labor Law 220-h, if the Contract Price of this Contract is at least two hundred fifty thousand dollars (\$250,000) all laborers, workers, and mechanics employed in the performance of the contract on the Project Site, either by the Contractor, Subcontractor or other person doing or contracting to do the whole or a part of the Work contemplated by the Contract, shall be certified prior to performing any Work on the Project as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration.

16.8.9 Pursuant to Labor Law 222(d), the design of this Project shall be subject to the review and approval of the County and the Contractor shall furnish performance and payment bonds as specified in the Contract Documents, which shall conform to the provisions of state or local law, and that a copy of such performance and payment bonds shall be kept by the County and shall be open to public inspection.

16.8.10 Pursuant to Labor Law 222(e), the County shall consider the financial and organizational capacity of Contractors and Subcontractors in relation to the magnitude of Work they may perform, the record of performance of Contractors and Subcontractors on previous Work, the record of contractors and Subcontractors in complying with existing labor standards and maintaining harmonious labor relations, and the commitment of contractors to Work with minority and women-owned business enterprises pursuant to Article 15-A of the New York State Executive Law through joint ventures of Subcontractor relationships. If the Contract Price of this Contract is in excess of five hundred thousand dollars (\$500,000), each Contractor and Subcontractor shall participate in apprentice training programs in the trades of work it employs that have been approved by the New York State Department of Labor for not less than three years and shall have graduated at least one apprentice in the last three years and shall have at least one apprentice currently enrolled in such apprenticeship training program. In addition, it must be demonstrated that the program has made significant efforts to attract and retain minority apprentices, as determined by affirmative action goals established for such program by the department.

16.8.11 Pursuant to Labor Law 222-a, in the construction of public works wherein a harmful dust hazard is created for which appliances or methods for the elimination of harmful dust have been approved by the Industrial Board of Appeals, the installation, maintenance and effective operation of such appliances and methods is required. Failure to comply with this provision shall void this Contract.

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SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the General Conditions and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

The terms used in the Supplementary Conditions which are defined in the General Conditions should be used with exactly the same meanings. This is true of all the Contract Documents.

SC 1.0 - DRAWINGS

The Drawings which are a part of the Contract Documents consist of the following:

<u>Drawing No.</u>	<u>Title</u>
1	General Notes, Symbols and Abbreviations
2	Remediation Plan
3	Sediment Control and Site Details

SC 2.0 – SUBCONTRACTORS

2.2 In accordance with paragraph 2.7.1 of the General Conditions, the CONTRACTOR shall furnish the name, address, telephone number and name of the contact person of the Subcontractors who will perform the following portions of the Work:

1. Testing Laboratories
2. Transportation of Tanks, Liquids, Excavated Soil and Waste Generated by the Work
3. Disposal of Tanks, Liquids, Excavated Soil and Waste Generated by the Work

SC 3.0 - MATERIAL OR EQUIPMENT VENDORS

In accordance with paragraph 2.7.2 of the General Conditions, the CONTRACTOR shall furnish the name, address, telephone number and name of the contact person of the vendor supplying the following material or equipment:

1. Fill Materials
2. Erosion Control Materials
3. Aggregates
4. Geotextiles

SC 4.0 - PHYSICAL CONDITIONS-REPORTS AND DRAWINGS

In accordance with paragraph 4.2.1 of the General Conditions, the following are reports and drawings that the ENGINEER has used in preparing the Contract Documents:

4.1 In the preparation of Drawings and Specifications, the ENGINEER or the ENGINEER'S Consultants relied upon the following surveys and reports of explorations and tests of subsurface conditions at or contiguous to the Site:

1. *DRAFT Site Investigation/Remedial Assessment Report*, Dvirka and Bartilucci Consulting Engineers, December 2009.

4.2 In the preparation of Drawings and Specifications, the ENGINEER or the ENGINEER'S Consultants relied upon the following drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the Site:

1. *ALTA/ACSM Land Title Survey of Lands of The County of Orange, located in Town of Chester, Orange County, New York*, William D. Youngblood Land Surveying, P.C., April 21, 2008.

4.3 The CONTRACTOR may rely upon the general accuracy of the following "technical data" in accordance with paragraph 4.2.2 of the General Conditions:

NONE

SC 5.0 - HAZARDOUS ENVIRONMENTAL CONDITIONS -REPORT AND DRAWINGS

5.1 In accordance with paragraph 4.6.1 of the General Conditions, the following are reports and drawings relating to a Hazardous Environmental Condition identified at the Site that have been utilized by the ENGINEER in the preparation of the Contract Documents:

1. *Pre-Demolition Surveys for Asbestos Containing Materials (ACM)*, Quality Environmental Solutions & Technologies, Inc. (QuES&T), November 5, 2008.
2. *XRF Lead Surveys*, Quality Environmental Solutions & Technologies, Inc. (QuES&T), January 19, 2009.

5.2 The CONTRACTOR may rely upon the general accuracy of the following "technical data" in accordance with paragraph 4.6.2 of the General Conditions:

1. *DRAFT Site Investigation/Remedial Assessment Report*, Dvirka and Bartilucci Consulting Engineers, December 2009.
2. *Interim Remedial Work Plan*, Dvirka and Bartilucci Consulting Engineers, April 2009.
3. *Northern Cricket Frog Survey Report*, Herpetological Associates, Inc., October 2008.

SC 6.0 - CONCERNING SUBCONTRACTORS

6.1 In accordance with paragraph 6.9 of the General Conditions, the CONTRACTOR shall not make subcontracts totaling in amount more than 40 percent of the total Contract Price.

6.2 Approval by the OWNER is required for all Subcontractors.

6.3 CONTRACTOR shall not permit any Subcontractor, supplier or other person or organization to perform Work unless the above described insurance requirements at a minimum have been complied

with by such Subcontractor, supplier or other person or organization and proof of insurance of all policies has been delivered to CONTRACTOR.

SC 7.0 – TAXES

In accordance with paragraph 6.17 of the General Conditions, the OWNER is exempt from taxes as follows:

The OWNER as a County of the State of New York is exempt from sales and use tax under New York State Tax Law §1116(a)(1). Services and property purchased, performed and used in the performance of this contract may be exempt from sales and use tax under New York State Tax Law §1115(a)(15) or (16) and or §1105(c)(3)(iii) or (5).

SC 8.0 - RECORD DRAWINGS

In addition to the requirements for record drawings contained in paragraph 6.20 of the General Conditions, the CONTRACTOR shall provide the following:

8.1 The CONTRACTOR shall be responsible to keep an accurate record of Work actually performed that deviates from the Work indicated in the Contract Documents.

8.2 Within 2 weeks after the date of Notice to Proceed, the ENGINEER or OWNER will provide the CONTRACTOR with a complete set of Contracts Drawings on AutoCad disks, for the exclusive use of maintaining record drawings.

8.3 As the Work progresses, the CONTRACTOR shall keep a record of all deviations, neatly and correctly entering them in colored crayon on a paper print of the Contract Drawings affected. This set of prints shall be kept available at the Site for inspection. On the last working day of each month, or as otherwise directed by the ENGINEER, any deviations properly identified by notes shall be transferred to the AutoCad drawings by CONTRACTOR'S qualified professional AutoCad operator.

8.4 Within 1 week after the end of each month, the CONTRACTOR shall submit to the ENGINEER for review and acceptance, one paper print of each AutoCad drawing affected, showing the latest corrections. Such submission shall accompany the CONTRACTOR'S partial payment requisition, when applicable. If there are no deviations for a particular month, no drawings will be required, but the CONTRACTOR shall submit a certification within the period stipulated for drawings indicating such lack of deviations for the month.

8.5 Upon completion of the work, but before requesting final payment, the CONTRACTOR shall make final corrections to the AutoCad record drawings corrected under this section, plot the record drawings on 4-mil mylar sheets and certify on each drawing its accuracy as to as-built conditions, sign and date each drawing, and deliver the complete set of AutoCad disks, mylars and two sets of prints to the ENGINEER.

SC 9.0 - SHOP DRAWINGS AND SAMPLES

In accordance with paragraph 6.24 of the General Conditions, the CONTRACTOR shall submit six (6) copies of each Shop Drawing.

9.1 Schedule

10.1.1 In order to maintain the construction schedule for this project, the CONTRACTOR shall submit all Shop Drawings within sixty (60) days after the Notice to Proceed. Shop Drawings shall be submitted without fail in time to permit correction, resubmission and final approval, as hereinafter specified, without causing any delay in the construction of any work. The Contractors may begin the preparation of Shop Drawings as soon as possible after signing of the Contract.

SC 10.0 - LAWS AND REGULATIONS

10.1 New York State Standard Provisions

10.1.1 In accordance with the provisions of the State Assistance Contract (No. C303649) held between the OWNER and the New York State Department of Environmental Conservation ("Department" or "NYSDEC"), all work performed under this CONTRACT shall be done in accordance with all conditions and provisions of said State Assistance Contract. This shall include conformance with the following documents included at the end of these Supplementary Conditions:

1. Appendix A-"Standard Clauses for All New York State Contracts"
2. Appendix B-"Standard Clauses for all New York State Department of Environmental Conservation Contracts"
3. Attachment 4 -"Mandatory Contract Clauses" from New York State Department of Environmental Conservation, Division for Environmental Remediation, Municipal Assistance for Environmental Restoration Projects Procedures Handbook, July 2004

In the event of a conflict between the provisions contained in the Contract Documents with the documents referenced above, the more stringent requirement shall be enforced by the CONTRACTOR.

10.2 M/WBE-EEO Utilization

10.2.1 The project is being financed by the OWNER utilizing State funding. CONTRACTOR is responsible for full compliance with all State M/WB-EEEE Utilization applicable to the project.

10.2.2 CONTRACTOR shall be required to make good faith efforts to subcontract at least 6% of the construction dollar value of this contract to Minority Owned Business Enterprises (MBEs) and 6% of such value to Woman Owned Business Enterprises (WBEs).

10.2.3 CONTRACTOR shall be required to make good faith efforts to subcontract at least 6% of the equipment, supplies and services dollar value of this contract to MBEs and 6% of such value to WBEs.

10.2.4 CONTRACTOR shall be required to provide equal opportunities to minorities and women with regard to all jobs necessary for the performance of work or contracts required by the project. In

doing so, CONTRACTOR agrees to make good-faith efforts to employ minorities for at least 6% of, and women for at least 6% of, the work force hours required for the completion of the project.

SC 12.0 - QUALIFICATIONS OF BIDDERS

(To be completed by low bidder)

Name and address of bidder:

List of Projects completed within the last 3 years.

<u>For Whom Performed</u>	<u>Amount of Contract</u>	<u>Date Completed</u>
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List of UST/AST Removal and Off-Site Disposal Projects completed within the last 3 years.

<u>For Whom Performed</u>	<u>Amount of Contract</u>	<u>Date Completed</u>
---------------------------	---------------------------	-----------------------

Bidders will answer the following questions:

1. Have you submitted the low bid, but not been awarded a contract within the past 5 years? If yes, explain. _____

2. Have you ever failed to complete any work awarded to you or are you involved in litigation on any work? If yes, state where and why:

3. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? _____ If yes, state name of individual, other organization and reason therefore:

4. The work, if awarded to you, will have the personal supervision of whom? _____

5. Do you have, or can you obtain, sufficient labor and equipment to commence work when required and complete the work within the time allotted?

6. What New York units of government (municipalities) can you give as references?

7. In emergencies, either day or night, what telephone or telephones should be called for immediate action?

Day	_____	Night	_____
Name	_____	Name	_____

8. The bidder shall attach statements providing the following information:

- a. A current detailed financial statement showing assets, liabilities and net worth.
- b. A list of officers and principals of the bidder, and a list of all subsidiary or affiliated companies in which the bidder's principals have any financial interest.
- c. A list of the number of full time personnel of the bidder and a description of the construction experience of the bidder's principals and supervisory personnel.
- d. Statements of the bidder's net total billings and average backlogs of uncompleted work on outstanding contracts for each of the previous three fiscal years.

Dated at: _____ this ____ day of _____, 20__.

Name of Bidder

By: _____

Title of Person Signing

SC 13.0 - PROTECTION OF ON-SITE UTILITIES

13.1 The CONTRACTOR's attention is directed to the existing utilities running throughout the site. The CONTRACTOR is required to take any and all precautions necessary to locate, support and protect these utilities during construction. All costs associated with protecting, supporting, locating, digging test pits, etc., of all utilities or process pipelines shall be included in the prices bid for all work.

13.2 The locations of all utilities shown on the contract drawings are based on available inhouse information furnished by the OWNER and utility companies and public agencies with lines and property in the vicinity of the proposed work areas and are not guaranteed to be complete or accurate. The CONTRACTOR shall obtain utility markouts on all public and private properties in accordance with all local and state requirements where work under this contract is to be performed. Prior to any excavation or construction, the CONTRACTOR shall notify the OWNER, all utility companies and applicable agencies and request a markout of their lines and properties in the field in the area of the proposed work. In addition, on the project site (outside of public right-of-way), the CONTRACTOR shall provide the services of an independent utility markout service Subcontractor qualified to locate and mark out all utilities in the vicinity of the work using the appropriate equipment and methods available prior to construction. The Subcontractor shall survey (location/elevation) and prepare a utilities location as-built drawing for use by the CONTRACTOR in performance of the work under this contract.

13.3 Work shall include excavating and backfill, temporary sheeting, compacting and site restoration.

13.4 Schedules for maintenance of utility markouts on public and private property shall be consistent with New York State law throughout the duration of the contract.

13.5 During construction/excavation, the CONTRACTOR shall locate each utility by hand digging methods prior to the use of mechanical excavation equipment. During construction/excavation, if the CONTRACTOR encounters evidence of suspected unmarked utilities, such as magnetic tape or other underground markers, the CONTRACTOR shall promptly determine the location of the suspected utility, if any, before proceeding with the work. The CONTRACTOR shall cooperate with the OWNER and the utility companies involved to avoid delay or interference of service normally performed by their lines and properties.

13.6 The CONTRACTOR shall take extreme caution against damaging utilities when excavating, sheeting and backfilling, and while performing the work required under this Contract.

13.7 The CONTRACTOR shall be responsible for all costs associated with pre-project construction utility survey(s)/markout(s) and utility as-builts for this project, as well as protection and hand digging operations to verify location of all utilities during construction.

SC 14.0 - PRE-CONSTRUCTION AND PROGRESS PHOTOGRAPHS

14.1 The CONTRACTOR shall take pre-construction photographs which shall include the site (in the vicinity of the proposed work) showing existing facilities and proposed work sites.

14.2 Such coverage shall include, but not be limited to, all existing driveways, sidewalks, curbs, ditches, streets, roadways, intersections, landscaping, trees, culverts, catch basins, head walls, fences, retaining walls, visible utilities and all buildings, structures, treatment units, etc.

14.3 All photographs produced under this Contract shall become the property of the OWNER and shall be turned over to the ENGINEER on a weekly basis so the ENGINEER may review and monitor quality and progress.

14.4 Twenty-five (25) preconstruction photographs shall be made of the work as directed by the ENGINEER to show the general extent before the work begins. Thereafter, an additional seventy-five (75) photographs shall be taken as directed by the ENGINEER to show the progress of the work each month. All photographs shall be color, 8 x 10 inches in size and two (2) prints of each negative shall be delivered to the ENGINEER. An outline plan of the project shall appear on the reverse side of each print with an arrow showing direction and approximate location of the photograph. Prints shall be dated and numbered consecutively on the reverse side and indicate project name/number and photo description.

AGREEMENT

THIS AGREEMENT made as of the __ day of _____ in the year ____ by and between the County of Orange, a New York municipal corporation, with its principal place of business at Government Center, 255 Main Street, Goshen, NY 10924 ("OWNER") and _____ a _____ [State] _____ [Business Entity Type] _____ with its principal place of business at _____ ("CONTRACTOR").

WITNESSETH THAT, OWNER and CONTRACTOR, in consideration of the terms and conditions hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

The CONTRACTOR shall perform all Work as specified or indicated in the Contract Documents, as defined in Section 1 of the General Conditions, for the completion of the Project generally described as follows:

ARTICLE 2. ENGINEER.

The Project has been designed by:

who will act as ENGINEER in connection with completion of the Project in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME AND FINAL COMPLETION DATE.

The Work shall be substantially completed in accordance with the Contract Documents within 60 consecutive calendar days after the date the Contract Time commences to run as provided in Section 2.4 of the General Conditions, and finally completed and ready for Final Payment in accordance with Section 14 of the General Conditions within 60 consecutive calendar days after the date of Substantial Completion ("Final Completion Date").

ARTICLE 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds the sum of _____ dollars (\$ _____) (representing the total amount bid) and that amount as increased or decreased by additions to or deductions from the Work covered by the Contract Documents ("Contract Price"). As provided in Section 11.9 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 Section 11.9 of the General Conditions. Unit prices have been computed as provided in Section 11 of the General Conditions.

ARTICLE 5. APPLICATIONS FOR PAYMENT.

CONTRACTOR shall submit Applications for Payment in accordance with Section 14 of the General Conditions. Applications for Payment will be reviewed by ENGINEER as provided in the General Conditions.

ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

6.1 OWNER shall make Progress Payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER each month during construction as provided below. All Progress Payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Section 14 of the General Conditions.

6.2 Retained amounts shall be limited, except where greater retention is necessary under specific circumstances, specifically provided for in the Contract Documents, to the following schedule:

6.2.1 Retention of five (5) percent of payments claimed until work has been completed, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding of any amount necessary to satisfy any claims, liens or judgments against CONTRACTOR which have not been suitably discharged.

6.2.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100 percent of payments claimed less two times the value of any remaining items to be completed and any amount necessary to satisfy any claims, liens or judgment against CONTRACTOR which have not been suitably discharged.

6.2.3 Subject to a service charge by OWNER, CONTRACTOR may withdraw retainage in accordance with the provisions of General Municipal Law §106 only upon deposit of a federal, state or municipal bond of equal market value to the withdrawn portion of the retainage. Additional bonds may be required by OWNER if market value decreases. Failure to provide such additional bonds, within 2 business days of a request by OWNER shall be an immediate default under this Agreement by CONTRACTOR.

6.3 Payments are due within thirty (30) days of receipt of proper requisitions for Work completed and accepted by OWNER.

6.4 Upon Final Completion of the Work, receipt of lien releases, and settlement of all claims, OWNER shall pay the remainder of the Contract Price as provided in Section 14 of the General Conditions.

ARTICLE 7. CONTRACT DOCUMENTS.

7.1 The Contract Documents which comprise the Contract between OWNER and CONTRACTOR are attached hereto and made a part hereof and consist of the following:

- 7.1.1 Any Modifications, including Change Orders, duly delivered after execution of this Agreement.
- 7.1.2 This Agreement
- 7.1.3 Notice of Award
- 7.1.4 CONTRACTOR'S Bid
- 7.1.5 Addenda (numbers to inclusive).
- 7.1.6 General Conditions
- 7.1.7 Supplementary Conditions
- 7.1.8 Specifications
- 7.1.9 Drawings as listed in the Specifications or any Change Order
- 7.1.10 Instructions to Bidders
- 7.1.11 Notice to Bidders

7.2 Nothing contained in the CONTRACTOR'S Bid shall constitute a waiver to any other requirement of the Contract Documents. In the event of any conflict or inconsistency between the Contract Documents listed above, the conflict shall be resolved by giving precedence to the documents listed in the order above, with the earlier listed controlling over the latter.

ARTICLE 8. CONTRACTOR'S REPRESENTATIONS.

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

- 8.1.1 CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Contract Documents.
- 8.1.2 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.
- 8.1.3 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.
- 8.1.4 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 which have been identified in the Supplementary Conditions as provided in Section 4 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 Section 4 of the General Conditions.
- 8.1.5 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.

8.1.6 CONTRACTOR does not consider any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.

8.1.7 CONTRACTOR is aware of the general nature of work to be performed by others and/or the Owner at the Site, if any, that relates to the Work as indicated in the Contract Documents.

8.1.8 CONTRACTOR has correlated the information known to CONTRACTOR, information and inspections 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.

8.1.9 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 of ENGINEER is acceptable to CONTRACTOR.

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

8.2 Terms used in this Agreement which are defined in the General Conditions shall have the meanings indicated in the General Conditions.

8.3 CONTRACTOR shall not, without the prior written consent of the OWNER, assign or sublet in whole or part his rights or interests under any of the Contract Documents; and, specifically, but without limitation, CONTRACTOR shall not assign any moneys due or to become due without the prior written consent of the OWNER 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.

8.4 OWNER and CONTRACTOR each binds himself, herself, or itself and their partners, successors, assigns and legal representatives to the other, their partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.5 The Contract Documents constitute the entire agreement between OWNER and CONTRACTOR and may only be altered, amended or repealed by a duly executed written instrument.

ARTICLE 9. OTHER PROVISIONS.

9.1 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 Article 3 of this Agreement. The parties also recognize the delays, expense, and difficulties involved in proving in a legal 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 \$1,700 for each consecutive calendar day that expires after the Contract Time for Substantial Completion specified in Article 3 of this Agreement until the Work is Substantially Complete.

9.1.1 CONTRACTOR and OWNER recognize that untimely completion of Work remaining after Substantial Completion will likely interfere with the OWNER'S ability to use, operate and maintain the project and will likely cause the OWNER to incur additional engineering and administrative costs to monitor CONTRACTOR'S completion of the remaining Work and it will be difficult to compute the damages the OWNER is likely to incur. Accordingly, after Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work by the Final Completion Date or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$900 for each consecutive calendar day that expires after the time specified for Final Completion in Article 3 of this Agreement until the Work is completed and ready for Final Payment.

9.1.2 Recovery of liquidated damages under this Subarticle 9.1 shall be deemed to be the OWNER'S remedy for delay damages only and shall not preclude the OWNER from recovering direct damages for the actual cost to complete Work that the CONTRACTOR fails to complete in accordance with the Contract Documents.

9.2 Severability: 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER

CONTRACTOR

By: _____

By: _____

Name:

Name:

Title:

Title:

(SEAL)

(SEAL)

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of _____ }
County of _____ } ss:

On this _____ day of _____, _____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he/she is the _____ of _____ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ }
County of _____ } ss:

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument, and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ }
County of _____ } ss:

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF OFFICER OF OWNER EXECUTING CONTRACT

State of _____ }
County of _____ } ss:

On this _____ day of _____, _____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he/she is the _____ of the COUNTY OF ORANGE, the municipal corporation described herein and which executed the foregoing instrument; that he/she knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by virtue of Section 3.02 of the Orange County Charter, as amended, and that he/she signed his/her name thereto by virtue of such authority.

Notary Public

NO TEXT THIS PAGE

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

hereinafter referred to as the "Principal", and _____

hereinafter referred to as the "Surety" are held and firmly bound to THE COUNTY OF ORANGE, NEW YORK, hereinafter referred to as the "County", or to its successors and assigns in the penal sum of _____

Dollars (\$_____), lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit (or has submitted) to the County the accompanying proposal, hereby made a part hereof, to enter into a contract in writing for _____

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his, her or its representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his, her or their successors and assigns shall promptly pay or cause to be paid all lawful claims for:

(a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto, whether such persons be agents servants or employees of the Principal or any such Subcontractor, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site of the Project regardless of any contractual relationship between the Principal or such Subcontractors, or his, her or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and

(b) Materials and supplies (whether incorporated in the permanent structure or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any Subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void, otherwise to remain in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

(a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialmen or laborer having a just claim, as well as the County itself.

(b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, her, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other persons as party plaintiff.

(c) The Principal and Surety (Sureties) agree that neither of them will hold the County liable for any judgment for costs of otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.

(d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.

(e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself / herself / itself and successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the County to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed rendered, or furnished as aforesaid upon the ground that there is no law authorizing the County to require the foregoing provisions to be placed in this bond.

And the Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties), and its bonds shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any moneys due to become due thereunder and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done or in relation to said Principal.

IN WITNESS HEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this _____ day of _____, _____.

(Seal) _____(L.S.)
Principal

By: _____

(Seal) _____(L.S.)
Surety

By: _____

(Seal) _____(L.S.)
Surety

By: _____

(Seal) _____(L.S.)
Surety

By: _____

(Seal) _____(L.S.)
Surety

By: _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of _____}
County of _____} ss:

On this _____ day of _____, _____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that He/she is the _____ of _____ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ }
County of _____ } ss:

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument, and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ }
County of _____ } ss:

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

Notary Public

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a 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 representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

AFFIX ACKNOWLEDGMENTS AND JUSTIFICATION OF SURETIES.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

hereinafter referred to as the "Principal", and _____

hereinafter referred to as the "Surety" are held and firmly bound to THE COUNTY OF ORANGE, NEW YORK, hereinafter referred to as the "County", or to its successors and assigns in the penal sum of _____

Dollars (\$_____), lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit (or has submitted) to the County the accompanying proposal, hereby made a part hereof, to enter into a contract in writing for _____

_____ a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his, her or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and/or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the County from all cost and damage which it may suffer by reason of failure so to do, and shall fully reimburse and repay the County for all outlay and expense which the County may incur in making good any such default, and shall protect the said County against, and pay any and all amounts, damages, costs and judgments which may or shall be recovered against said County or its officers or agents of which the said County may be called upon to pay any person or corporation by reason of any damages arising or growing out of the doing of said work, or the repair or maintenance thereof, or the manner of doing the same, or the neglect of the said Principal, or his, her, their, or its agents or servants, or the improper performance of the said work by the said Principal, or his, her, their, or its agents or servants, or the infringement of any patent or patent rights by reason of the use of any materials furnished or Work done as aforesaid or otherwise, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, if requested to do so by the County, to fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, if the County determines that the Principal, for any cause, has failed or neglected to fully perform and complete such Work. The Surety (Sureties) further agrees to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the County and to complete all Work within such time as the County may fix. The Surety and the County reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to commence and to complete all Work as provided herein.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or Work to be performed

thereunder, or by any payment thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any Work to be performed or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal.

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this ____ day of _____, _____.

(Seal) _____(L.S.)
Principal

By: _____

(Seal) _____(L.S.)
Surety

By: _____

(Seal) _____(L.S.)
Surety

By: _____

(Seal) _____(L.S.)
Surety

By: _____

(Seal) _____(L.S.)
Surety

By: _____

Bond Premium Rate _____

Bond Premium Cost _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

An appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract should be executed.

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of _____ }
County of _____ } ss:

On this _____ day of _____, _____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he/she is the _____ of _____ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ }
County of _____ } ss:

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument, and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ }
County of _____ } ss:

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

Notary Public

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a 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 representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

AFFIX ACKNOWLEDGMENTS AND JUSTIFICATION OF SURETIES.

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

hereinafter referred to as the "Principal", and _____

hereinafter referred to as the "Surety" are held and firmly bound to THE COUNTY OF ORANGE, NEW YORK, hereinafter referred to as the "County", or to its successors and assigns in the penal sum of _____

(\$ _____), Dollars lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, on the _____ day of _____, _____ the said Principal, as Contractor, entered into a contract for _____

for the sum of _____ Dollars (\$ _____); and

WHEREAS, under the terms and conditions for such work, the Principal as Contractor is required to give a bond for _____ Dollars (\$ _____), to protect the County as Owner against the result of faulty materials or workmanship for a period of one year from and after the date of the final completion and acceptance of same, namely for a period from _____ through _____.

NOW, THEREFORE, if the Principal shall for a period of one year from and after the date of the final completion and acceptance of same by County as Owner replace any and all defects arising in said Work whether resulting from defective materials or defective workmanship, after which period then the above obligation shall be void. Otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this _____ day of _____, _____.

(Seal)

Principal (L.S.)

By: _____

(Seal) _____(L.S.)
Surety

By: _____

(Seal) _____(L.S.)
Surety

By: _____

(Seal) _____(L.S.)
Surety

By: _____

(Seal) _____(L.S.)
Surety

By: _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

An appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract should be executed.

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of _____ }
County of _____ } ss:

On this _____ day of _____, _____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he/she is the _____ of _____ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ }
County of _____ } ss:

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument, and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ }
County of _____ } ss:

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

Notary Public

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a 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 representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

AFFIX ACKNOWLEDGMENTS AND JUSTIFICATION OF SURETIES.

IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

Social Security Numbers on Certified Payrolls

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

For these reasons, *the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor.*

NOTE: This change does not affect the Department's ability to request and receive the entire social security number from employers during the course of its public work / prevailing wage investigations.

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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

NEW LEGISLATION

Effective February 24, 2008

WORKER NOTIFICATION – [A9052](#) – [S6240](#)

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

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

THIS IS A **PUBLIC WORK PROJECT**

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

*Chapter 629
of the
Labor Laws
of 2007*

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

They can also be found at

www.labor.state.ny.us

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

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

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

Contractor Name:

Project Location:



NEW LEGISLATION

Effective July 18, 2008

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

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

***NOTE:** The OSHA 10 Legislation does not apply to projects advertised for bid prior to July 18, 2008 AND only applies to workers on a public work project that are required under Article 8 to receive the prevailing wage.*

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

Where to find OSHA 10-hour Construction Course

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

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

2. OSHA Training Institute Education Centers:

Rochester Institute of Technology OSHA Education Center

Rochester, NY

Donna Winter

Fax (585) 475-6292

e-mail: dlwtpo@rit.edu

(866) 385-7470 Ext. 2919

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

Atlantic OSHA Training Center

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: crooksje@umdnj.edu

(732) 235-9455

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

Keene State College

Manchester, NH

Leslie Singleton

e-mail: lsingletin@keene.edu

(800) 449-6742

www.keene.edu/courses/print/courses_oshacfm

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

www.OutreachTrainers.org

Requirements for OSHA 10 Compliance

Chapter 282 of the Laws of 2007, codified as Labor Law 220-h will take effect on July 18, 2008. The statute provides as follows:

The advertised specifications for every contract for public work of \$250,000.00 or more must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors receive such training “prior to the performing any work on the project.”

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

- copies of bona fide course completion card;
- training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
- other valid proof

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

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-485-5696.

WICKS Reform 2008

(For all contracts advertised or solicited for bid on or after 7/1/08)

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from \$50,000 to: \$3 million in Bronx, Kings, New York, Queens and Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.
- For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical work and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or use of a Project Labor Agreement (PLA), and must be open to public inspection.
- Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.
- The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.
- Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.
- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.

IMPORTANT INFORMATION

Regarding Use of Form PW30R

“Employer Registration for Use of 4 Day / 10 Hour Work Schedule”

To use the ‘4 Day / 10 Hour Work Schedule’:

There **MUST** be a *Dispensation of Hours (PW30)* in place on the project

AND

You **MUST** register your intent to work 4 / 10 hour days, by completing the PW30R Form.

REMEMBER...

The ‘4 Day / 10 Hour Work Schedule’ applies **ONLY** to Job Classifications and Counties listed on the PW30R Form.

(Please note : For each Job Classification check the individual wage schedule for specific details regarding their 4/10 hour day posting.)

Instructions for Completing Form PW30R

“Employer Registration for Use of 4 Day / 10 Hour Work Schedule”

Before completing Form PW30R check to be sure ...

- There is a *Dispensation of Hours* in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Instructions (Type or Print legibly):

Contractor Information:

- Enter the Legal Name of the business, FEIN, Street Address, City, State, Zip Code; the Company's Phone and Fax numbers; and the Company's email address (if applicable)
- Enter the Name of a Contact Person for the Company along with their Phone and Fax numbers, and the personal email address (if applicable)

Project Information:

- Enter the Prevailing Rate Case number (PRC#) assigned to this project
- Enter the Project Name / Type (i.e. Smithtown CSD – Replacement of HS Roof)
- Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown, NY; Bldgs. 1 & 2)
- If you are a Subcontractor, enter the name of the Prime Contractor for which you work
- On the Checklist of Job Classifications -
 - Go to pages 2 and 3 of the form
 - Place a checkmark in the box to the right of the Job Classification you are choosing
 - Mark all Job Classifications that apply

Requestor Information:

- Enter the name of the person submitting the registration, their title with the company, and the date the registration is filled out

Return Completed Form:

- **Mail** the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 -**OR** -
- **Fax** the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work at (518)485-1870



New York State Department of Labor
Bureau of Public Work
W. Averell Harriman State Office Campus
Building 12 - Room 130
Albany, New York 12240
Phone - (518) 457-5589 Fax - (518) 485-1870

Employer Registration for Use of 4 Day / 10 Hour Work Schedule

Before completing Form PW30R check to be sure ...

There is a *Dispensation of Hours* in place on the project.

The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.

The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Please Type or Print the Requested Information

When completed ...

Mail to NYSDOL Bureau of Public Work, SOBC, Bldg. 12, Rm.130, Albany, NY 12240

-or-

Fax to NYSDOL Bureau of Public Work at (518) 485-1870

Contractor Information

Company Name: _____ FEIN: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number _____ Fax Number: _____ Email Address: _____

Contact Person: _____

Phone No: _____ Fax No: _____ Email: _____

Project Information

Project PRC#: _____ Project Name/Type: _____

Exact Location
of Project: _____ County: _____

(If you are Subcontractor)

Prime Contractor Name: _____

Job Classification(s) to Work 4/10 Schedule: *(Choose all that apply on Job Classification Checklist - Pages 2 & 3)*

Requestor Information

Name: _____

Title: _____ Date : _____

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

Job Classification	Tag #	Applicable Counties	Check Box
Electrician	25m	Nassau, Suffolk	<input type="checkbox"/>
Electrician	43	Cayuga, Chenango, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego, Otsego, Tompkins, Wayne	<input type="checkbox"/>
Electrician	840Teledata	Cayuga, Onondaga, Ontario, Seneca, Wayne, Yates	<input type="checkbox"/>
Electrician	86	Genesee, Livingston, Monroe, Ontario, Orleans, Wayne, Wyoming	<input type="checkbox"/>
Electrician Lineman	1049Line/Gas	Nassau, Suffolk	<input type="checkbox"/>
Electrician Lineman	1249a	Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates	<input type="checkbox"/>
Elevator Constructor	138	Columbia, Delaware, Dutchess, Greene, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester	<input type="checkbox"/>
Elevator Constructor	14	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming	<input type="checkbox"/>
Elevator Constructor	27	Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Yates	<input type="checkbox"/>
Elevator Constructor	35	Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Oneida, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington	<input type="checkbox"/>
Elevator Constructor	62.1	Broome, Cayuga, Chenango, Cortland, Delaware, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins	<input type="checkbox"/>
Glazier	677.1	Jefferson, Lewis, Livingston, Monroe, Ontario, Seneca, St. Lawrence, Wayne, Yates	<input type="checkbox"/>
Insulator - Heat & Frost	30-Syracuse	Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins	<input type="checkbox"/>

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

Job Classification	Tag #	Applicable Counties	Check Box
Operating Engineer - Heavy& Highway	832H	Allegany, Chemung, Genesee, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates	<input type="checkbox"/>
Painter	178 B	Broome, Chenango, Tioga	<input type="checkbox"/>
Painter	178 E	Chemung, Schuyler, Steuben	<input type="checkbox"/>
Painter	178 O	Delaware, Otsego	<input type="checkbox"/>
Painter	31	Cayuga, Herkimer, Lewis, Madison, Oneida, Onondaga, Ontario, Oswego, Seneca	<input type="checkbox"/>
Painter	38.O	Oswego	<input type="checkbox"/>
Painter	4-Buf,Nia, Olean	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Livingston, Niagara, Orleans, Steuben, Wyoming	<input type="checkbox"/>
Painter	4-Jamestown	Cattaraugus, Chautauqua	<input type="checkbox"/>
Sheetmetal Worker	46	Livingston, Monroe, Ontario, Seneca, Wayne, Yates	<input type="checkbox"/>
Teamster - Heavy&Highway	294h/h	Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington	<input type="checkbox"/>
Teamster - Heavy&Highway	317a.hh	Allegany, Cayuga, Cortland, Seneca, Steuben, Tompkins, Wayne, Yates	<input type="checkbox"/>
Teamster - Heavy&Highway	693.H/H	Broome, Chenango, Delaware, Otsego, Tioga	<input type="checkbox"/>

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2

Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

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

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

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-775-3568	212-775-3579
Bureau of Public Work - Patchogue	631-687-4883	631-687-4904
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Orange County General Construction

Asbestos Worker

12/01/2009

JOB DESCRIPTION Asbestos Worker

DISTRICT 9

ENTIRE COUNTIES

Columbia, Delaware, Dutchess, Greene, Orange, Putnam, Rockland, Sullivan, Ulster

WAGES

Per hour

7/01/2009-
11/30/2009

12/01/2009-
11/30/2010

Asbestos Worker:

Removal & Hazardous

Abatement Only

\$ 36.30

Additional \$3.00*

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

* Increase to be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour paid

Journeyman

\$ 14.00

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.

9-12a - Removal Only

Boilermaker

12/01/2009

JOB DESCRIPTION Boilermaker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per Hour:

07/01/2009

Boilermaker

\$ 45.89

Repairs & Renovation

45.89

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2009

BoilerMaker

48% of Hourly
Wage Paid +
\$ 8.07

Repairs & Renovation*

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.

*Same as Boilermaker (Includes replacement of parts and repairs & renovation of an existing unit).

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (8, 16, 23, 24) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 12, 15, 25) on HOLIDAY PAGE

NOTE: *Employee must work in pay week to receive Holiday Pay.

**Boilermaker gets 4 times the hourly wage rate for working on Labor Day.

***Repairs & Renovation see (B,E,Q) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1/2) Year Terms at the following percentage of Boilermaker's Wage

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

Supplemental Benefits Per Hour:

07/01/2009

Boilermaker
Apprentice(s) 48% of Hourly
Wage Paid +
\$ 8.07

Repairs & Renovation*
Apprentice(s) \$48% of Hourly
Wage Paid +
\$ 8.07

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.

*Includes replacement of parts and repairs & renovation of an existing unit.

4-5

Carpenter

12/01/2009

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester

PARTIAL COUNTIES

Orange: South of but including the following, Waterloo Mills, SlateHill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.

Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.

Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

WAGES

Per hour:	07/01/2009	10/17/2009
		Additional

Core Drilling:

Driller	\$ 33.25	\$ 2.21*
Assistant Driller	27.22	1.94*

Note: Hazardous Waste Pay Differential:

For Level C, an additional 10% above wage rate per hour

For Level B, an additional 10% above wage rate per hour

For Level A, an additional 10% above wage rate per hour

Note: When required to work on water: an additional \$ 0.50 per hour.

* May be allocated between wages and benefits.

SUPPLEMENTAL BENEFITS

Per hour paid:

Driller	\$ 15.31
Assistant	15.31

OVERTIME PAY

OVERTIME: See (B,E,K*,P,R**) on OVERTIME PAGE.

HOLIDAY

HOLIDAY:

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

Overtime: * See (5,6) on HOLIDAY PAGE.

** See (8,10,11,13) on HOLIDAY PAGE.

Assistant: One (1) year increments at the following percentage of Assistant

wages. This is not an apprenticeship for Driller.

1st Year 70%	2nd Year 80%	3rd Year 90%	4th Year 100%
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9-1536-CoreDriller

Carpenter**12/01/2009**

JOB DESCRIPTION Carpenter**DISTRICT 9****ENTIRE COUNTIES**

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2009

Marine Construction:

Marine Diver	\$ 56.32
M.D.Tender	40.17

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman	\$ 40.86
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OVERTIME PAY

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

HOLIDAY

Paid: See (18,19) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,10,11,13,16,18,19)

Overtime: See (5,6,10,11,13,16,18,19) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wager per hour is Percentage of Journeymans Wage

(1) year terms:

1st	2nd	3rd	4th
40%	50%	65%	80%

Supplemental benefits per hour:

Apprentices	\$ 26.97
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9-1456MC

Carpenter**12/01/2009**

JOB DESCRIPTION Carpenter**DISTRICT 9****ENTIRE COUNTIES**

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2009

Carpet/Resilient Floor Coverer	\$ 44.02
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SUPPLEMENTAL BENEFITS

Per hour paid:

Floor Coverer	\$ 38.58
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wage per hour is Percentage of Journeymans Wage

(1) year terms:

1st.	2nd.	3rd.	4th.
40%	50%	65%	80%

Supplemental benefits per hour:

Apprentices \$ 25.83

9-2287

Carpenter

12/01/2009

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

Dutchess, Orange

WAGES

Per hour: 07/01/2009

Building:

Millwright \$ 35.11

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman \$ 32.80

OVERTIME PAY

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

HOLIDAY

HOLIDAY:

Paid: See (18,19) on HOLIDAY PAGE.

Paid: See (5,6,11,13,16,18,19,25) for 1st & 2nd yr.Apprentices

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

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

	1st	2nd	3rd	4th
	55%	65%	75%	95%
Supplemental benefits per hour:				
APPRENTICES:	1st	2nd	3rd	4th
	\$ 22.49	24.46	26.92	30.38

9-740.2

Carpenter - Building / Heavy&Highway

12/01/2009

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Sullivan, Ulster

WAGES

WAGES:(per hour)

07/01/2009

Carpenter	\$ 31.23
Carpenter-Floor Coverer*	31.23
Dockbuilder/Piledriver	31.23
Diver(WET)	50.00
Diver(DRY)	30.00

* Note: Rate DOES NOT apply in Orange or Dutchess County.

On projects for removal and/or abatement of asbestos or any toxic or hazardous material and it is required by the employer or mandated by NYS or Federal Regulation to wear protective equipment an additional \$2.00 per hour above their appropriate rate for all classifications including apprentices. For work on smokestacks, silos, or steeples more than fifty (50) feet high, an additional \$2.00 per hour, payable from the ground up.

Shift Work: evening shift starts between 3:30pm-7:30pm. Eight hours pay for 7 hour work period.

late shift starts 11:00pm-3:00am. Nine hours for seven hour work period.

8 hour shift: 8th hour to be paid at the appropriate overtime rate.

SUPPLEMENTAL BENEFITS

(per hour paid)

Journeyman	\$ 19.61
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

BUILDING:

Paid: See (1) on HOLIDAY PAGE.

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

HEAVY/HIGHWAY:

Paid: See (5, 6, 16) on HOLIDAY PAGE including benefits.

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

REGISTERED APPRENTICES

1 Year terms at the following rates.

1st	2nd	3rd	4th
\$ 15.59	\$ 18.02	\$ 22.00	\$ 25.56

Supplemental Benefits per hour worked:

Apprentices

1st term	\$ 9.51
2nd term	13.96
3rd term	17.76
4th term	18.21

8-19B/H&H

Electrician

12/01/2009

JOB DESCRIPTION Electrician

DISTRICT 8

ENTIRE COUNTIES

Orange, Putnam, Rockland

PARTIAL COUNTIES

Dutchess: Towns of Fishkill, East Fishkill, and Beacon.

WAGES

Per hour:

07/01/2009

Electrician Wireman/Technician	\$ 41.00**
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*SHIFT DIFFERENTIAL: On Public Work in New York State when shift work is mandated either in the job specifications or by the contracting agency, the following rates apply:

Shift worked between 4:30pm & 12:30am	\$ 47.75*
Shift worked between 12:30am & 8:30am	\$ 53.25*

**On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, using Scottair packs, gas masks or in shafts or tunnels, they shall receive an additional \$2.00 per hour above the regular straight time rate.

SUPPLEMENTAL BENEFITS

Per hour worked:

07/01/2009

Journeyman

\$ 20.97 plus
6% of wage

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 13, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages:

(6)month terms at the following percentage of Journeyman's wage.*

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
30%	35%	40%	45%	50%	55%	65%	70%	75%	85%

* Denotes average Journeyman Wireman rate of all wage zones

Supplemental Benefits per hour worked:

07/01/2009

1st & 2nd term	\$ 6.97	plus 6% of wage
3rd & 4th term	8.92	plus 6% of wage
5th & 6th term	10.87	plus 6% of wage
7th & 8th term	13.82	plus 6% of wage
9th & 10th term	16.72	plus 6% of wage

8-363/1

Elevator Constructor

12/01/2009

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Sullivan, Ulster

PARTIAL COUNTIES

Columbia: Only the Townships of Ancram, Clermont, Copake, Gallatin, Germantown, Livingston and Taghkanic.

Delaware: Towns of Andes, Bovina, Colchester, Davenport, Delhi, Harpersfield, Hemdon, Kortright, Meredith, Middletown, Roxbury, Hancock & Stamford

Greene: The Townships of Ashland, Catskill, Halcott, Hunter, Jewett, Lexington, Rattsville & Windham

Rockland: Only the Township of Stony Point.

Westchester: Only the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per Hour	07/01/2009	01/01/2010 Additional	01/01/2011 Additional
Mechanic	\$ 46.48	\$ 3.00	\$ 3.00
Helper	70% of Mechanic Wage Rate		

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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman/Helper

\$ 18.285*

*Plus 6% of wages if less than 5 years service

*Plus 8% of wages if more than 5 years service

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

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

REGISTERED APPRENTICES

Wages per hour

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

Supplemental Benefits per hour worked

Apprentices	\$ 18.285
	+6%
	of wage

1-138

Glazier

12/01/2009

JOB DESCRIPTION Glazier

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per hour:	07/01/2009- 04/30/2010	05/01/2010
Glazier	\$ 46.60	Additional \$ 3.45/hour*
Scaffolding	\$ 47.60	Additional \$ 3.45/hour*
Repair & Maintenance:		
Glazier	\$ 25.85	Additional \$ 1.00/hour*

*Increase to be allocated at a later date

Repair & Maintenance- All repair & maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$100,000.00.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman....	\$ 24.69
Glazier	
Repair & Maintenance**:	\$ 14.04

OVERTIME PAY

OVERTIME: See (C*,D*O) on OVERTIME PAGE.

* Denotes if an optional 8th hour is required same will be at the regular rate of pay. If 9th hour is worked then both hours or more (8th and 9th or more) will be at the double time rate of pay.

** For Repair & Maintenance see (B,F, P) on overtime page.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

The Following are paid holidays for the Repair & Maintenance Class:

New Years day, Presidents day, Memorial day, Independents day, Labor day, Thanksgiving day, Day after Thanksgiving, and Christmas day.

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates.

1st term...	\$ 15.65	40% of Journeymans wage
2nd term...	\$ 23.33	50% "" "" ""
3rd term...	\$ 28.85	60% "" "" ""
4th term...	\$ 37.29	80% "" "" ""

Supplemental Benefits:
(Per hour worked)

1st term....	\$ 11.42
2nd term....	\$ 16.63
3rd term....	\$ 18.24
4th term....	\$ 21.47

9-1281 (DC9 NYC)

Insulator - Heat & Frost

12/01/2009

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Westchester

WAGES

Per hour: 07/01/2009

Asbestos Worker \$ 43.81

Fire Stop Work*
Asbestos Worker \$ 29.06

* Applies on all exclusive Fire Stop Work (When contract is for Fire Stop work only). No apprentices on these contracts only.

Note: Additional \$0.50 per hour for work 30 feet or more above floor or ground level.

On government mandated shift work of 3 days or more between Monday - Friday, the 2nd shift works 7 1/2 hrs and 3rd shift 7hrs and which shall account for a full 8hr day.
In addition if the first eight 8hrs start between 10:00am and 5:00am then the wage must include and addition 20%. All hours in excess of 8hrs shall be paid at time and one half.
On the last working day preceding Christmas and New Years day, workers shall work no later than 12:00 noon and shall receive 8 hrs pay.

SUPPLEMENTAL BENEFITS

(per hour paid)
Journeyman \$ 25.46

Fire Stop Work:
Journeyman \$ 16.72

OVERTIME PAY

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

HOLIDAY

HOLIDAY:
Paid: See (1) on HOLIDAY PAGE.
Overtime: See (2*, 4, 6, 16, 25) on HOLIDAY PAGE.
*Note: Labor Day triple time if worked.

REGISTERED APPRENTICES

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

1st	2nd	3rd	4th
\$ 26.96	\$ 29.06	\$ 31.17	\$ 35.58

Supplemental Benefits paid per hour paid:

Apprentices:

1st term	\$ 15.47
2nd term	16.72
3rd term	17.97
4th term	20.46

8-91

Ironworker

12/01/2009

JOB DESCRIPTION Ironworker

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster

WAGES

Per hour:

07/01/2009

Structural	\$ 39.15
Reinforcing	39.15
Ornamental	39.15
Chain Link Fence	39.15

Shift Work: any irregular or off shift shall be paid 8 hours for 7 hours work.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman	\$ 27.80
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OVERTIME PAY

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

*Note: Double Time after 10 hours Monday thru Friday.

**Note: On Saturdays, double time after 8 hours.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages:

(1)year terms at the following wage.

1st	2nd	3rd	4th
\$ 19.58	\$ 27.41	\$ 31.32	\$ 35.24

Supplemental Benefits per hour worked:

1st year	\$ 23.80
2nd year	25.40
3rd year	26.20
4th year	27.00

8-417

Laborer - Building

12/01/2009

JOB DESCRIPTION Laborer - Building

DISTRICT 8

ENTIRE COUNTIES

Orange, Sullivan, Ulster

PARTIAL COUNTIES

Delaware: Only the Townships of Andes, Bovina, Davenport, Delhi, Franklin, Hamden, Harpersfield, Kortright, Meredith, Middletown, Roxbury, and Stamford.

Greene: Only the Township of Catskill.

WAGES

GENERAL LABORER: Flag person, portable generator tender, portable pump tender, pitman and dumpman, temporary heat tender, traffic control, air chipping hammer, acoustic pump, mixer, concrete laborer, demolition, excavation, piping for foundation and building, gunite, general cleanup, grading, backfilling, landscaping, mason tender, jackhammer, pavement breaker, tampers, walk behind roller, pressure blasting, signalperson, buggies, wrecking, asphalt, blaster, chain saw, chipping machine, corrugate pipe, cleaning machine, cutting torch, discharge pipe, drill chuck tender, explosive handler, hydraulic splitter, joy and jib drill, pipe layer, leroi hydraulic drill or similar, mega mixer, power brush cutter, pump crete machine, rip rap, air track, assembling and placing of gabion baskets.

PREMIUM LABORER: Asbestos abatement work, toxic and hazardous abatement, lead abatement work, environmental work.

WAGES:(per hour)

	07/01/2009	06/01/2010
General	\$ 28.75	\$ 29.65
Premium	33.30	34.20

These rates will cover all work within five feet of the building foundation line.

Shift Differential: On all Governmental mandated irregular or off shift work, an additional 20% of wage is required.

SUPPLEMENTAL BENEFITS

(per hour worked)

Journeyman	\$ 18.80	\$ 19.70
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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

(1) year terms at the following wage rates.

1st term	\$ 17.50	additional \$ 1.80 to be allocated to all terms of apprentice's
2nd term	20.96	
3rd term	24.41	
4th term	27.87	

Supplemental Benefits per hour worked:

Apprentices	\$ 13.20
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8-17.BA

Laborer - Heavy&Highway & Tunnel

12/01/2009

JOB DESCRIPTION Laborer - Heavy&Highway & Tunnel

DISTRICT 8

ENTIRE COUNTIES

Orange, Sullivan, Ulster

PARTIAL COUNTIES

Delaware: Only the Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Meredith, and Davenport.

Greene: Only the Township of Catskill.

WAGES

CLASS 1: Flagperson.

CLASS 2: General laborer, chuck tender, nipper, powder carrier, magazine tender, concrete men, vibrator men, mason tender, mortar men, traffic control, custodial work, temporary heat, pump men, pit men, dump men, asphalt men, joint setter, signalman, pipe men, riprap, dry stone layers, jack hammer, bush hammer, pavement breaker, gunnite nozzle, nozzle men on mulching & seeding machines all seeding & sod laying, landscape work, walk behind self-prop, powers saws, grinder, groover, walk behind rollers and tampers of all types, burner men, filling and wiring of baskets for gabion walls, chain saw operator, railroad track laborers, power buggy & pumpcrete ops. fireproof sprayer, plaster & acoustic pumps, asbestos, toxic, lead or hazardous materials when protective clothing & equipment is not required, power brush cutter, retention liners, walk behind surface planer, chipping hammer, manhole and catch basin on inlet building, mortar mixer, laser men.

*Micropaving and crack sealing.

CLASS 3: Asbestos, toxic, lead or hazardous materials abatement when protective clothing and equipment are required, blaster, all air, hydraulic, or similar type drills, **asphalt screedman.

CLASS 4: Blaster, all laborers involved in shaft tunnel, caisson, pipejacking, and boring operations.

WAGES:(per hour)

07/01/2009

CLASS 1	\$ 27.25
CLASS 2*	31.60
CLASS 3	35.50
CLASS 4	37.50

*NOTE: Micropaving and crack sealing laborers shall receive \$2.00 per hour over the CLASS 2 rate.

**NOTE: asphalt screedman shall receive \$1.00 per hour over class 3 rate

SHIFT DIFFERENTIAL: On all NYS D.O.T. or other Governmental mandated irregular or off shift work, an additional 15% of wage on straight time pay.

SUPPLEMENTAL BENEFITS

(per hour paid)

Journeyman	\$ 18.15
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OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6, 13, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 13, 15, 25) on HOLIDAY PAGE

*Note: If Saturday Holiday is worked code S applies.

REGISTERED APPRENTICES

(1)year terms at the following wage rates.

1st term	\$ 18.42
2nd term	21.95
3rd term	25.48
4th term	29.00

Supplemental Benefits per hour paid:

Apprentices	\$ 14.80
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8-17.1H/H

Lineman Electrician

12/01/2009

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

07/01/2009

Lineman/Tech./Welder	\$ 43.13
Cable splicer	43.13
Digging Machine Operator	38.82
Tractor Trailer Driver	36.66
Groundman/Truck Driver	34.50
Mechanic 1st Class	34.50
Flagman	25.88

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.

Page 37

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 Journeyman'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.

\$ 13.50
*plus 7% of
hourly wage paid

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

6-1249a

Lineman Electrician - Teledata

12/01/2009

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.

07/01/2009

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

12/01/2009

JOB DESCRIPTION Lineman Electrician - Traffic Signal Lighting

DISTRICT 6

ENTIRE COUNTIES

Columbia, Dutchess, Orange, Putnam, Rockland, Ulster

WAGES

Per hour:

For all Lighting and Traffic Signal Systems.

	07/01/2009
Certified welder	\$ 40.26
Lineman/Technician	38.34
Digging Machine	34.51
Tractor Trailer driver	32.59
Groundman Truck Driver	30.67
Mechanic 1st Class	30.67
Flagman	23.00

Above rates applicable on ALL Lighting and Traffic Signal Systems and 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 including listed holidays:

All classifications	\$ 13.50
	*plus 6.5% of hourly wage paid

*NOTE: The 6.5% is based on the hourly wage paid, straight time rate or premium rate.
Supplements paid at STRAIGHT TIME rate for holidays.

OVERTIME PAY

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

NOTE: 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

HOLIDAY:

Paid	See (5, 6, 8, 13, 25) on HOLIDAY PAGE and Gov Election Day.
Overtime	See (5, 6, 8, 13, 25) on HOLIDAY PAGE and Gov Election Day.

REGISTERED APPRENTICES

(1000) hr terms at the following percentage of Journeyman Lineman/Technician wage.

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

Supplemental Benefits: Same as Journeyman/Technician.

6-1249aReg8LT

Lineman Electrician - Tree Trimmer

12/01/2009

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.

07/01/2009

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

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 6.22
*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

12/01/2009

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2009

Building:

Tile Finisher \$ 37.68

SUPPLEMENTAL BENEFITS

Journeyman \$ 21.40

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 10, 11, 15, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages:
(per hour paid)

(750 hour) terms at the following percentages of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	65%	70%	75%	85%	90%	95%

Supplemental Benefits:
(per hour paid)

(750) hour terms at the following percentages of journeyman's wage:

Apprentices.

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	65%	70%	75%	85%	90%	95%

9-7/88-tf

Mason - Building

12/01/2009

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2009

Building:
Tile Setters \$ 46.83

Shift Work:
12:01am Monday-
12:00midnight Friday \$ 58.53

12:01am Saturday-
12:midnight Saturday \$ 70.24

12:01am Sunday-
12:00midnight Sunday \$ 93.66

SUPPLEMENTAL BENEFITS

Journeyman: \$ 24.65

OVERTIME PAY

See (A, E, Q, *V) on OVERTIME PAGE

*Applicable to Shift Work ONLY

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 10, 11, 15, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

(750 hr)terms at the following wage rates.

Term:	1st	2nd	3rd	4th	5th	6th	7th	8th	9th
Hours:	1- 750	751- 1500	1501- 2250	2251- 3000	3001- 3750	3751- 4500	4501- 5250	5251- 6000	6001- 6750
Wages:	\$22.73	25.18	29.93	32.26	34.72	39.47	41.82	44.10	45.32

Supplemental Benefits per hour paid:

Term:	1st	2nd	3rd	4th	5th	6th	7th	8th	9th
Hours:	1- 750	751- 1500	1501- 2250	2251- 3000	3001- 3750	3751- 4500	4501- 5250	5251- 6000	6001- 6750
Supps.	\$12.00	13.03	15.23	16.37	17.38	19.58	20.70	21.90	24.15

9-7/52

Mason - Building

12/01/2009

JOB DESCRIPTION Mason - Building

DISTRICT 8

ENTIRE COUNTIES

Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour

07/01/2009 06/01/2010

Bricklayer	\$ 37.34	\$ 37.94
Cement Mason Bldg	37.34	37.94
Plasterer/Stone Mason	37.34	37.94
Pointer/Caulker	37.34	37.94

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

Shift Work: 2nd shift work 8 hours and receive 9 hours pay and benefits-starts between 4PM and 6PM

3rd shift work 8 hours and receive 10 hours pay and benefits

SUPPLEMENTAL BENEFITS

Per hour paid

Journeyman \$ 25.17 \$ 27.07

OVERTIME PAY

OVERTIME:

Cement Mason See (D, E2, O) on OVERTIME PAGE.

All Others 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 terms at the following percentage of Journeyman's wage

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

Supplemental Benefits per hour paid

1st & 2nd terms	\$ 12.58	\$ 13.53
All others	25.17	27.07

8-5wp-b

Mason - Building

12/01/2009

JOB DESCRIPTION Mason - Building

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Sullivan, Ulster

PARTIAL COUNTIES

Orange: Entire county except the Township of Tuxedo.

WAGES

Per hour

	07/01/2009	06/01/2010
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Bricklayer	\$ 36.53	\$ 37.14
Cement Mason Bldg	36.53	37.14
Plasterer/Stone Mason	36.53	37.14
Pointer/Caulker	36.53	37.14

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

Shift Work: 2nd shift work 8 hours work receive 9 hours pay and benefits-starts between 4PM and 6PM

3rd shift work 8 hours and receive 10 hours pay and benefits

SUPPLEMENTAL BENEFITS

Per hour paid

Journeyman	\$ 24.68	26.57
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OVERTIME PAY

Cement Mason See (D, E2, O) on OVERTIME PAGE.

All Others 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 terms at the following percentage of Journeyman's wage

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

Supplemental Benefits per hour paid

1st & 2nd terms	\$12.34	13.28
All others	24.68	26.57

8-5du-b

Mason - Heavy&Highway	12/01/2009
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JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour

	07/01/2009	06/01/2010
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Bricklayer	\$ 37.84	\$ 38.44
Cement Mason	37.84	38.44
Marble/Stone Mason	37.84	38.44
Plasterer	37.84	38.44
Pointer/Caulker	37.84	38.44

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

Shift Work: 2nd shift work 8 hours and receive 9 hours pay and benefits-starts between 4PM and 6PM

3rd shift work 8 hours and receive 10 hours pay and benefits

SUPPLEMENTAL BENEFITS

Per hour paid

Journeyman	\$ 25.17	\$ 27.07
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OVERTIME PAY

See (B, O) on OVERTIME PAGE

HOLIDAY

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

Overtime: See (5, 6, 15, 25) 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
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour paid

1st and 2nd terms	\$ 12.58	\$ 13.53
All others	25.17	27.07

8-5WP-H/H

Mason - Heavy&Highway	12/01/2009
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JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Sullivan, Ulster

PARTIAL COUNTIES

Orange: Entire county except the Township of Tuxedo.

WAGES

Per hour

	07/01/2009	06/01/2010
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Bricklayer	\$ 37.03	\$ 37.64
Cement Mason	37.03	37.64
Marble/Stone Mason	37.03	37.64

Plasterer	37.03	37.64
Pointer/Caulker	37.03	37.64

Additional \$1.00 per hour for power saw work
Additional \$0.50 per hour for swing scaffold or staging work

Shift Work: 2nd shift work 8 hours and receive 9 hours pay and benefits-starts between 4PM and 6PM
3rd shift work 8 hours and receive 10 hours pay and benefits

SUPPLEMENTAL BENEFITS

Per hour paid

Journeyman	\$ 24.68	\$ 26.57
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OVERTIME PAY

See (B, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 25) 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
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour paid

1st & 2nd terms	\$ 12.34	\$ 13.28
All others	24.68	26.57

8-5du-H/H

Operating Engineer - Building / Heavy&Highway

12/01/2009

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Delaware, Orange, Rockland, Sullivan, Ulster

WAGES

CLASS A: Autograde-Comb. Subgrader, Base Material Spreader and Base Trimme (CMI and Similar Types), Autograde Placer-Trimmer-Spreader Comb. (CMI & Similar types), Autograde Slipform Paver (CMI & Similar Types), Backhoe, Central Power Plants (all types), Concrete Paving Machines, Cranes (all types, incl. Overhead & Straddle Traveling Type), Cranes-Gantry, Derricks (Land or Floating), Drillmaster, Quarrymaster (Down the Hole Drill), Rotary Drill, Self-Propelled Hydraulic Drill, Self-Powered Drill, Draglines, Elevator Graders, Front End Loaders (5 yds.and over), Gradalls, Grader-Rago, Helicopters (Co-Pilot), Helicopters (Communications Engineer), Locomotive (Large), Mucking Machines, Pavement & Concrete Breaker, i.e., Superhammer & Hoe Ram, Piledriver (length of boom including lead length shall determine premium rate applicable), Roadway Surface Grinder, Scooper (Loader and Shovel), Shovels, Tree Chopper with Boom and Trench Machines.

CLASS B: "A" Frame, Backhoe (Combination), Boom Attachment on Loaders (Rate based on size Bucket-not applicable to pipehook), Boring and Drilling Machines, Brush Chopper, Shredder and Tree Shredder, Cableways, Carryalls, Concrete Pump, Concrete Pumping System, Pumpcrete and Similar Types, Conveyors (125 ft. and over), Drill Doctor (duties incl. Dust Collector Maintenance), Front End Loaders (2 yds. but less than 5 yds.), Graders (Finish), Groove Cutting Machine (Ride on Type), Heater Planer, Hoists (all type Hoists, shall also include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft Caisson, Snorkel Rood, and/or any other Similar Type Hoisting Machines, portable or stationary, except Chicago Boom Type), Long Boom Rate to be applied if Hoist is "Outside Material Tower Hoist," Hoists (Chicago Boom Type), Hydraulic Cranes-10 tons and under, Hydro-Axe, Jacks-Screw Air Hydraulic Power Operated Unit or Console Type (not hand Jack or Pile Load Test Type), Log Skidder, Pans, Pavers (all) concrete,Pumpcrete Machines,Squeeze-crete & Concrete Pumping (regardless of size), Scrapers, Side Booms, "Straddle"Carrier-Ross and similar types, Winch Trucks (Hoisting), Vacuum Truck, Whip Hammer.

CLASS C: Asphalt Curbing Machine, Asphalt Plant Engineer, Asphalt Spreaders, Autograde Tube Finisher and Texturing Machine (CMI & Similar types), Autograde curecrete machine (CMI & Similar Types), Autograde Curb Trimmer & Sidewalk, Shoulder, Slipform (CMI & Similar Types), Bar Bending Machines(Power),Batchers, Batching Plant and Crusher on Site, Belt Conveyor Systems, Boom Type Skimmer Machines, Bridge Deck Finisher, Bulldozer (all), Car Dumpers (Railroad), Compressor and Blower Type Units (used independently or mounted on dual purpose Trucks, on Job Site or in conjunction with jobsite, in Loading and Unloading of Concrete, Cement, Fly Ash, Instacrete, or Similar Type Materials), Compressors (2 or 3 in Battery), Concrete Breaking Machines, Concrete Finishing Machines, Concrete Saws and Cutters (Ride-on type) Concrete Spreaders (Hetzl, Rexomatic and Similar Types), Concrete Vibrators, Conveyors (under 125 feet), Crushing Machines, Ditching Machine-small (Ditch-witch, Vermeer, or Similar type), Dope Dots (Mechanical with or without pump), Dumpsters, Elevator, Fireman, ForkLifts (Economobile, Lull and Similar Types of Equipment), Front End Loaders (1 yd.and over but under 2 yds.), Generators (2 or 3 in Battery), Giraffe Grinders, Graders & Motor Patrols, Gunnite Machines (excluding nozzle), Hammer Vibrator (in conjunction with Generator), Hoists-Roof, Tugger, Aerial Platform Hoist & House Cars), Hoppers, Hopper Doors (power operated), Ladders (motorized), Laddervator, Locomotive-dinky type, Maintenance -Utility Man, Mechanics, Mixers (Excepting Paving Mixers), Motor Patrols and Graders, Pavement Breakers (small self propelled ride on type-also maintains compressor hydraulic unit), Pavement Breaker-truck mounted, Pipe Bending Machine (Power), Pitch Pump, Plaster Pump (regardless of size), Post Hole Digger (Post Pounder & Auger), Rod Bending Machines (Power), Roller-Black Top, Scales (Power), Seaman pulverizing mixer, Shoulder widener, Silos, Skimmer Machines (boom-type),Steel Cutting Machine (service & maintain), Tractor, Tug Captain, Vibrating Plants (used inconjunction with unloading), Welder and Repair Mechanics.

CLASS D: Brooms and Sweepers, Chippers, Compressor (single), Concrete Spreaders (small type), Conveyor Loaders (not including Elevator Graders), Engines-large diesel (1620 HP) and Staging Pump, Farm Tractors, Fertilizing Equipment (Operation & Maint. of), Fine Grade Machine (small type), Form Line Graders (small type), Front End Loader (under 1 yard), Generator (single), Grease, Gas, Fuel and Oil supply trucks, Heaters (Nelson or other type incl. Propane, Natural Gas or Flowtype Units), Lights, Portable Generating Light Plants, Mixers (Concrete, small), Mulching Equipment (Operation and Maintenance of), Pumps (4 inch.suction & over incl. submersible pumps), Pumps (2 inch or less than four (4) inches such incl. submersible pumps), Pumps (Diesel Engine and Hydraulic-immateral of power, Road Finishing Machines (small type), Rollers-grade, fill or stone base, Seeding Equip. (Operation and Maintenance of), Sprinkler & Water Pump Trucks (used on jobsite or in conjunction with jobsite), Steam Jennies and Boilers-irrespective of use, Stone Spreader, Tamping Machines Machines, Vibrating Ride-on, Temporary Heating Plant (Nelson or other type, incl. Propane, Natural Gas or Flow Type Units), Water & Sprinkler Trucks (used on or in conjunction with jobsite), Welding Machines (Gas, Diesel, and/or Elec-tric Converters of any type, single, two, or three in a battery), Wellpoint Systems (including installation by Bull Gang and Maintenance of).

CLASS E: Assistant Engineer/Oiler, Maintenance Apprentice (Deck Hand), Maintenance Apprentice (Oiler), Mechanics' Helper, Tire Repair and Maintenance, Transit/Instrument Man.

WAGES:(per hour)

07/01/2009

Class A	\$ 42.02
Class B	40.43
Class C	38.52
Class D	36.89
Class E	35.18

Helicopter: Pilot/Engineer	43.84
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Surveying: Chief of Party	42.02
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Transit/Instrument man	35.18
Rod/Chainman	32.60

SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

On machines with booms (including jib) of 100 to 139' an additional \$1.00 per hour. On machines with booms (including jib) of 140' and over an additional \$2.00 per hour. Additional 20% per hour for DEC or EPA certified toxic or hazardous waste work. For Steel Erection,Class A for booms including jib less then 140 feet add \$1.36, over 140 feet add \$2.02 per hour. Class B add \$1.16 per hour, Class C add \$0.41 per hour, Class D add \$0.51 per hour, Class E add \$0.46 per hour. For Helicopter Pilot/Engineer add \$1.81 per hour.

SUPPLEMENTAL BENEFITS

(per hour paid)

Journeyman	\$ 22.50
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OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6, 10, 13, 15) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 13, 15) on HOLIDAY PAGE

REGISTERED APPRENTICES

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

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

Supplemental Benefits per hour paid:

Apprentices \$ 22.50

8-825

Operating Engineer - Marine Construction

12/01/2009

JOB DESCRIPTION Operating Engineer - Marine Construction

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:

DREDGING OPERATIONS 07/01/2009

CLASS A

Operator, Leverman, \$ 32.89
Lead Dredgeman

CLASS A1

Dozer, Front Loader
Operator To Conform to Operating Engineer
Prevailing Wage in Locality where Work
is being Performed including Benefits.

CLASS B

Spider/Spill Barge Operator, \$ 28.49
Tug Operator(over1000hp),
OperatorII, Fill Placer,
Derrick Operator, Engineer,
Chief Mate, Electrician,
Chief Welder,
Maintenance Engineer

Certified Welder, \$ 26.84
Boat Operator(licensed)

CLASS C

Drag Barge Operator, \$ 26.14
Steward, Mate,
Assistant Fill Placer,
Welder (please add) \$ 0.06

Boat Operator \$ 25.29

CLASS D

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

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

07/01/2009

All Classes A & B \$ 8.05 plus
7% of straight
time wage
(overtime hours add) \$ 0.63

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

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

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

4-25a-MarConst

Painter

12/01/2009

JOB DESCRIPTION Painter

DISTRICT 1

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Sullivan, Ulster

WAGES

Per hour

	07/01/2009	05/01/2010 Additional	05/01/2011 Additional	05/01/2012 Additional
Brush/Paper Hanger	\$ 26.39	\$ 2.20	\$ 2.25	\$ 2.25
Dry Wall Finisher	26.39	2.20	2.25	2.25
Lead Abatement	26.39	2.20	2.25	2.25
Sandblaster-Painter	26.39	2.20	2.25	2.25
Spray Rate	27.39	2.20	2.25	2.25

See Bridge Painting rates for the following work:

Structural Steel (defined as any steel where a man works without the support of solid scaffolding or mechanical lifts), all work performed on tanks (100,000 gallons or over twenty feet high), ALL BRIDGES, towers, smoke stacks, flag poles. Rate shall apply to all of said areas from the ground up.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 15.19

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 terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th
40%	50%	60%	70%	80%	90%

Supplemental Benefits per hour worked

1st term \$ 7.19

All others 15.19

1-155

Painter - Bridge & Structural Steel

12/01/2009

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

(Per Hour Worked) 07/01/2009 10/01/2009 10/01/2010

STEEL:

Bridge Painting	\$ 45.25	\$ 45.50	\$ 46.25
Power Tool/Spray	\$ 51.25	\$ 51.50	\$ 52.25

Shift Work: Where project specifications and/or contract provide for night work outside the regular hours of work, and said night work is performed on a second shift, which is separate from the first crew, the night shift employees shall be paid an additional 10% of the regular wage up to seven (7) hours, after which they shall be paid at time and one half the regular wage. If only a night shift is employed, the employees shall be paid at time and one half.

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

SUPPLEMENTAL BENEFITS

Per Hour Worked: 07/01/2009 10/01/2009 10/01/2010

Journeyman	\$ 28.31*	\$ 29.90*	\$ 31.04*
	\$ 28.31**	\$ 29.90**	\$ 31.04**

Hourly Rate after 40 hours from May 1st to Nov. 15th	\$5.00 only	\$6.00 only	\$6.75 only
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Hourly Rate after 50 hours from Nov. 16th to April 30th	\$5.00 only	\$6.00 only	\$6.75 only
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*For the period of May 1st to November 15th:

This rate shall be paid up to maximum of forty (40) hours worked per week. For all hours exceeding 40, the hourly rate shall drop to the hourly rate shown above by date.

EXCEPT for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

**For the period of November 16th to April 30th:

This rate shall be paid up to a maximum of fifty (50) hours worked per week. For all hours exceeding 50, the hourly rate shall drop to the hourly rate shown above by date.

OVERTIME PAY

See (A, F, R) on OVERTIME PAGE

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

HOLIDAY

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

REGISTERED APPRENTICES

(wage per hour Worked):

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

Apprentices:	1st	2nd	3rd
07/01/2009	40%	60%	80%

Supplemental Benefits:

1st Term: Same as Journeyman excluding the additional \$5.00 per hour paid.

2nd and 3rd term: Same as Journeyman

9-DC-9/806/155-BrSS

Painter - Line Striping**12/01/2009**

JOB DESCRIPTION Painter - Line Striping**DISTRICT 9****ENTIRE COUNTIES**

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

WAGES

Per hour:

Painter (Striping-Highway): 07/01/2009

Striping-Machine Operator* \$ 25.53

Linerman Thermoplastic \$ 30.79

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety

SUPPLEMENTAL BENEFITS

Per hour paid: 07/01/2009

Journeyman: \$ 9.97 + 7% of wage

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE

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

9-8A/28A-LS

Painter - Metal Polisher**12/01/2009**

JOB DESCRIPTION Painter - Metal Polisher**DISTRICT 9****ENTIRE COUNTIES**

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

WAGES

07/01/2009

Metal Polisher \$ 24.85*

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2009

Journeyman: \$ 11.02

OVERTIME PAY

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

HOLIDAY

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

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

REGISTERED APPRENTICES

55% of Basic Polisher Rate

9-8A/28A-MP

Plumber**12/01/2009**

JOB DESCRIPTION Plumber**DISTRICT 8**

ENTIRE COUNTIES

Orange, Rockland, Sullivan

PARTIAL COUNTIES

Ulster: Only the Townships of Plattekill, Marlboro, Wawarsing, and Shawangunk (except for Wallkill and Shawangunk Prisons).

WAGES

WAGES:(per hour)

07/01/2009

05/01/2010

Total Projects

over \$230,000.00

Plumber/Steamfitter

\$ 38.45

\$ 2.40 to be allocated

Total Projects

\$230,000.00 and under.

Plumber/Steamfitter

\$ 32.68

*Note: For all work 40-60 feet above ground add \$ 0.25 per hour,
over 60 feet add \$ 0.50 per hour.

SUPPLEMENTAL BENEFITS

(per hour worked)

On Projects over \$230,000.00:

Journeyman

\$ 27.42

On Projects \$230,000.00 and under:

Journeyman

\$ 23.26

OVERTIME PAY

OVERTIME: (B, E, Q, V) on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

(1) year terms at the following wages.

For Projects over \$230,000.00:

1st term	\$ 15.78
2nd term	19.72
3rd term	24.99
4th term	26.92
5th term	32.68

Supplemental Benefits per hour worked:

Apprentice

1st term	\$ 12.76
2nd term	15.44
3rd term	21.05
4th term	21.95
5th term	24.69

(1) year terms at the following wages.

For Projects \$230,000.00 and under:

1st term	\$ 13.07
2nd term	16.33
3rd term	21.25
4th term	22.87
5th term	27.77

Supplemental Benefits per hour worked:

Apprentice

1st term	\$ 10.78
2nd term	13.02
3rd term	17.83
4th term	18.61
5th term	20.91

8-373 SF

Plumber**12/01/2009**

JOB DESCRIPTION Plumber**DISTRICT 8****ENTIRE COUNTIES**

Orange, Rockland, Sullivan

PARTIAL COUNTIES

Ulster: Only the Townships of Plattekill, Marlboro, Wawarsing, and Shawangunk (except for Wallkill and Shawangunk Prisons).

WAGES

REFRIGERATION/AIR COOLING/AIR CONDITIONING: For refrigeration where combined compressor tonnage does not exceed 40 tons.
For water-cooled air conditioning where units do not exceed 25 tons, including piping of the component system and erection of water tower.
For air-cooled air conditioning where units do not exceed 50 tons.

WAGES: (per hour)

07/01/2009

05/01/2010

Plumber/Steamfitter

\$ 31.31

\$ 2.00 to be allocated

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman

\$ 17.45

OVERTIME PAY

See (B, G, P) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 13, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 13, 15, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1)year terms at the following wage.

1st.	2nd.	3rd.	4th.	5th.
\$ 12.52	\$ 15.65	\$ 18.78	\$ 21.91	\$ 26.61

Supplemental Benefits per hour paid:

Apprentices

1st term	\$ 8.13
2nd term	9.69
3rd term	11.23
4th term	12.78
5th term	15.11

8-373 Refrig

Plumber**12/01/2009**

JOB DESCRIPTION Plumber**DISTRICT 8****ENTIRE COUNTIES**

Orange, Rockland, Sullivan

PARTIAL COUNTIES

Ulster: Only the Townships of Plattekill, Marlboro, Wawarsing, and Shawangunk (Except for Wallkill and Shawangunk Prisons)

WAGES

THE FOLLOWING RATES ONLY APPLY ON JOBBING & ALTERATION WORK:

WAGES: (per hour)

07/01/2009

Plumber/Steamfitter

\$ 24.25

JOBBING & ALTERATION WORK: Is any repair and/or replacement of present

plumbing system that does not change existing
roughing or water supply lines.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 10.40

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

(1)year terms at the following wage.

1st	2nd	3rd	4th	5th
\$9.70	12.12	14.55	16.97	20.61

Supplemental Benefits per hour worked:

Apprentices

1st term	\$ 5.72
2nd term	6.50
3rd term	7.28
4th term	8.06
5th term	9.23

8-373 Job/Alt

Roofer

12/01/2009

JOB DESCRIPTION Roofer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

WAGES

Per Hour: 07/01/2009

Roofer/Waterproofer \$ 36.25

Shift Work:

2nd Shift \$ 39.88

3rd Shift \$ 41.69

SUPPLEMENTAL BENEFITS

Journeyman \$ 26.59

OVERTIME PAY

See (B, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

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

1st	2nd	3rd	4th
35%	50%	60%	75%

Supplemental Benefits:

Per hour paid at the following term percentage of Journeyman's.

Apprentice:

1st	2nd	3rd	4th
\$3.67	\$13.57	\$16.11	\$20.10

9-8R

Sheetmetal Worker

12/01/2009

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

	07/01/2009
SheetMetal Worker	\$ 39.18

SUPPLEMENTAL BENEFITS

Journeyman	\$ 28.38
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OVERTIME PAY

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

*Note: For Sundays or Holidays worked, HOURLY WAGE is double the total of the hourly wage plus the hourly benefit paid all in wages. (Benefits are included in the wages).

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 8, 13, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES

1st	2nd	3rd	4th	5th	6th	7th	8th
\$14.30	\$16.19	\$ 18.05	\$ 19.90	\$ 21.64	\$ 23.49	\$ 25.32	\$ 27.60

Supplemental Benefits per hour:

Apprentices

1st term	\$ 12.77
2nd term	14.25
3rd term	15.68
4th term	17.29
5th term	18.92
6th term	20.45
7th term	21.99
8th term	23.09

8-38

Sprinkler Fitter

12/01/2009

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

Per hour	07/01/2009	01/01/2010
Sprinkler Fitter	\$ 39.40	\$ 39.40

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 17.80	\$ 18.85
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following percentage of 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

	07/01/2009	01/01/2010
1st & 2nd terms	\$ 7.71	\$ 8.41
3rd & 4th terms	\$ 12.55	\$ 13.35
All others	\$ 17.80	\$ 18.85

1-669.2

Teamster - Building / Heavy&Highway

12/01/2009

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Rockland, Sullivan, Ulster

WAGES

GROUP 1: LeTourneau Tractors, Double Barrel Euclids, Athney Wagons and similar equipment (except when hooked to scrapers), Low Beds, I-Beam and Pole Trailers, Tire Trucks and Tractor and Trailers with 5 axles and over, articulated back dumps and road oil distributors.

GROUP 1A: Drivers on detachable Gooseneck Low Bed Trailers rated over 35 tons.

GROUP 2: All equipment 25 yards and up to and including 30 yard bodies and cable Dump Trailers and Powder and Dynamite Trucks.

GROUP 3: All Equipment up to and including 24-yard bodies, Mixer Trucks, Dump Crete Trucks and similar types of equipment, Fuel Trucks and Batch Trucks and all other Tractor Trailers.

GROUP 4: Ten Wheelers, Grease Trucks and Tillerman.

GROUP 5: Straight Trucks.

GROUP 6: Pick-up Trucks for hauling materials, parts, and Escort Man over-the-road.

WAGES: (per hour)

	07/01/2009	05/01/2010
GROUP 1	\$ 29.14	\$ 29.70
GROUP 1A	30.23	30.84
GROUP 2	28.60	29.14
GROUP 3	28.39	28.92
GROUP 4	28.28	28.81
GROUP 5	28.17	28.69
GROUP 6	28.17	28.69

NOTE: additional 20% premium above the hourly wage for hazardous and toxic waste removal. This applies to all groups.

SUPPLEMENTAL BENEFITS

Per hour paid:

First 40 hours	\$ 22.45	\$ 23.95
Over 40 hours	17.15	18.65

OVERTIME PAY

OVERTIME:.... See (B, E, P,R*,T**) on OVERTIME PAGE.

Shift Work: A shift premium of 10% on wages will be paid for off-shift or irregular shift work when mandated by the NYS DOT or other governmental agency contracts.

HOLIDAY

HOLIDAY:

Paid:..... See (5, 6, 13, 15, 25) on HOLIDAY PAGE.

Overtime:.. See (5, 6, 13, 15, 25) on HOLIDAY PAGE.

NOTE: Holidays worked Monday to Friday receive straight time wage for working, plus Holiday Pay.

*Holidays worked on Saturday, code R applies.

**Holidays worked on Sunday, code T applies.

8-445B/HH

Welder**12/01/2009**

JOB DESCRIPTION Welder**DISTRICT 1****ENTIRE COUNTIES**

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

WAGES

Per hour 07/01/2009

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

OVERTIME PAY**HOLIDAY**

1-As Per Trade

Overtime Codes

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

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

- (U) Four times the hourly rate for Holidays, if worked
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.

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

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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



**NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List**

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

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements

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

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

<https://dbr.labor.state.ny.us/EDList/searchPage.do>

NYSDOL Bureau of Public Work Debarment List 12/01/2009

AGENCY	Fiscal Officer	SSN/FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	AG	*****1355	4-A GENERAL CONSTRUCTION CORP.		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL	*****3983	A & D CONTRACTING CORP.		15 PINE AIRE DRIVE BAY SHORE NY 11706	08/01/2005	08/01/2010
DOL	DOL	*****7478	A & T GENERAL CONSTRUCTION INC.		3 ALAN B SHEPARD PLACE YONKERS NY 10705	12/11/2006	12/11/2011
DOL	NYC	*****5804	AAR CO ELECTRIC INC		5902 AVENUE N BROOKLYN NY 11234	03/20/2009	03/20/2014
DOL	DOL	*****0635	ABOVE ALL PUMP REPAIR CORP		360 KNICKERBOCKER AVENUE BATAVIA NY 11716	10/20/2008	10/20/2013
DOL	NYC	*****8758	ACC CONSTRUCTION CORP.		6 EAST 32ND ST - 7TH FL NEW YORK NY 10016	05/25/2006	05/25/2011
DOL	NYC	*****5022	ACE DRYWALL SYSTEMS INC.		194 ASHLAND PLACE BROOKLYN NY 11217	03/06/2008	03/06/2013
DOL	AG	*****8219	ACTIVE CABLING INC		C/O FRANK DECAPITE 7 SYCAMORE ROAD DRWOODBURY NY 11797	10/02/2008	10/01/2013
DOL	DOL	*****3012	ADAM DECKMAN	DECKMAN PAINTING	154 POND VIEW PARKWAY ROCHESTER NY 14612	04/16/2007	04/16/2012
DOL	DOL	*****5116	ALJAA CONSTRUCTION CORPORATION		3755 SENECA STREET WEST SENECA NY 14403	12/14/2005	12/14/2010
DOL	DOL		ALL TOWNS MECHANICAL	BARRY MORRIS	18 EAST SUNRISE HIGHWAY FREEPORT NY 11758	01/21/2008	01/21/2013
DOL	DOL	*****3101	ALLSTATE CONCRETE CUTTING, INC.		635 MIDLAND AVENUE GARFIELD NJ 07026	07/09/2007	07/09/2012
DOL	DOL	*****5918	AMERICAN WEATHERTITE, INC.		PO BOX 208 CLIFTON NJ 07110	03/28/2005	03/28/2010
DOL	DOL	*****8291	AMIR'S VISION INC		230 PRATT STREET BUFFALO NY 14204	09/17/2008	09/17/2013
DOL	AG		AMODIO RUSSO		14 BRAYRON ROAD CARMEL NY 10512	06/01/2005	06/01/2010
DOL	AG		ANASTASIA ANTHOULIS	AKA STACEY GOUZOS	131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL	*****0860	ANDREA STEVENS	STEVENS TRUCKING	2458 EAST RIVER ROAD CORTLAND NY 13045	01/23/2008	01/23/2013
DOL	AG		ANDRES ALVAREZ		372 NORTH MAIN STREET LODI NJ 07644	12/24/2004	12/24/2009
DOL	DOL		ANNE M DIPIZIO		217 STRASMER ROAD DEPEW NY 14043	12/14/2005	12/14/2010
DOL	DOL		ANTHONY T RINALDI		C/O CRAIN CONSTRUCTION CO KINDERHAMACK RDKACKENSACK NY 07061	10/02/2008	10/02/2013
DOL	DOL		ANTHONY TAORMINA		215 MCCORMICK DRIVE BOHEMIA NY 11716	05/20/2009	05/20/2014
DOL	AG	*****7327	ANTHOS CONTRACTING CORP		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL	*****2725	ARAGONA CONSTRUCTION CORP		5755 NEWHOUSE ROAD EAST AMHERST NY 14051	10/10/2007	10/10/2012
DOL	DOL	*****8688	ARC MECHANICAL CORP		215 MCCORMICK DRIVE BOHEMIA NY 11716	05/20/2009	05/20/2014
DOL	DOL	*****8482	ARGO CONTRACTING CORP		5752 WEST WEBB ROAD YOUNGSTOWN OH 44515	05/21/2008	05/21/2013
DOL	NYC	*****5804	ARIE BAR	C/O AAR CO ELECTRIC INC	5902 AVENUE N BROOKLYN NY 11234	03/20/2009	03/20/2014
DOL	DOL		ARTHUR C OSUORAH		PO BOX 1295 BUFFALO NY 14215	02/15/2008	02/15/2013
DOL	DOL	*****8027	ARTHUR DESIGN ENGINEERS & ASSOCIATES		PO BOX 1295 BUFFALO NY 14215	02/15/2008	02/15/2013
DOL	DOL	*****2993	AST DRYWALL & ACOUSTICS INC		46 JOHN STREET - STE 711 NEW YORK NY 10038	12/16/2008	12/16/2013
DOL	DA	*****5761	AZTEC PLUMBING & HEATING CORP		153 BAYWOODS LANE BAY SHORE NY 11706	03/19/2007	03/19/2012
DOL	DOL	*****3559	B & Z DEVELOPMENT INC	BEN-ZVY ENTERPRISES INC	19 WEST STREET SPRING VALLEY NY 10977	02/22/2005	02/22/2010
DOL	DOL	*****7828	BALLAGH GENERAL CONTRACTING INC		250 KNEELAND AVENUE YONKERS NY 10705	07/09/2007	07/09/2012
DOL	DOL		BEATRICE ORTEGA		764 BRADY AVE - APT 631 BRONX NY 10462	05/21/2008	05/21/2013
DOL	DOL	*****3559	BEN-ZVY ENTERPRISES INC.		19 WEST STREET SPRING VALLEY NY 10977	02/22/2005	02/22/2010
DOL	DOL		BERNADETTE GORMALLY		250 KNEELAND AVENUE YONKERS NY 10705	07/09/2007	07/09/2012

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DOL	NYC		BERNARD COHNEN		193 HARWOOD PLACE PARAMUS NJ 07652	05/14/2008	05/14/2013
DOL	DOL	*****5455	BEST OF FRIENDS OF SCHENECTADY CONSTR CO		425 HAMILTON STREET SCHENECTADY NY 12305	01/24/2006	01/24/2011
DOL	DOL	*****9890	BETTY JOE FRAZIER	NOBLE CONSTRUCTI ON GROUP	23960 WHITE ROAD WATERTOWN NY 13601	02/14/2008	02/14/2013
DOL	DOL	*****0818	BLASTEC INC	MILLER SANDBLASTIN G & PAINTING	121 LINCOLN AVENUE ROCHESTER NY 14611	02/21/2008	02/21/2013
DOL	DOL	*****8501	BLOCKHEAD CONCRETE & PAVING INC		P O BOX 71 CHEEKTOWAGA NY 14225	09/03/2008	09/03/2013
DOL	DOL	*****4311	C & F SHEET METAL CORP		201 RICHARDS STREET BROOKLYN NY 11231	02/25/2009	02/24/2014
DOL	DOL	*****0289	C J H INC		22 BLACK HAWK ROAD PINE BUSH NY 12566	06/10/2005	06/10/2010
DOL	DOL	*****9286	CALI BROTHERS INC		1223 PARK STREET PEEKSKILL NY 10566	09/12/2007	09/12/2012
DOL	NYC	*****4437	CAPPRY CONTRACTING MGMT. CORP		1081 CONEY ISLAND AVENUE BROOKLYN NY 11230	02/09/2006	02/09/2011
DOL	DOL	*****9721	CATENARY CONSTRUCTION CORP		112 HUDSON AVENUE ROCHESTER NY 14605	02/14/2006	02/14/2011
DOL	DOL		CHARLES MARANGOUDAKIS		25 WOODHILL LANE MANHASSET NY 11030	08/16/2005	08/16/2010
DOL	DOL		CHARLES MURDOUGH		203 KELLY DRIVE EAST AURORA NY 14052	03/26/2008	03/26/2013
DOL	DOL		CHESTER A BEDELL		1233 WALT WHITMAN ROAD MELVILLE NY 11747	04/29/2008	04/29/2013
DOL	DOL		CHRISTINA J HOEK		22 BLACK HAWK ROAD PINE BUSH NY 12566	06/10/2005	06/10/2010
DOL	DOL		CHRISTOPHER NICHOLSON		91 NEWMAN PLACE BUFFALO NY 14210	10/19/2006	10/19/2011
DOL	DOL	*****5329	CNY MECHANICAL ASSOCIATES INC		P O BOX 250 EAST SYRACUSE NY 13057	11/06/2008	11/06/2013
DOL	AG	*****7344	COLUMBUS GENERAL CONSTRUCTION INC		914 NEWKIRK AVENUE BROOKLYN NY 11230	12/16/2004	12/16/2009
DOL	DOL	*****6866	COMMERCIAL SYSTEM CONSTRUCTION		91 NEWMAN PLACE BUFFALO NY 14210	10/19/2006	10/19/2011
DOL	AG	*****0033	CORINTHIAN CONSTRUCTION CO INC		372 NORTH MAIN STREET LODI NJ 07644	12/24/2004	12/24/2009
DOL	DOL	*****7794	CRAIN CONSTRUCTION COMPANY INC		ONE KINDERHAMACK ROAD HACKENSACK NJ 07061	10/02/2008	10/02/2013
DOL	DOL		CRAIN CONSTRUCTION OF NEW JERSEY		ONE KINDERHAMACK ROAD HACKENSACK NJ 07061	10/02/2008	10/02/2013
DOL	DOL		CRAIN CONSTRUCTION OF NEW YORK INC		C/O CRAIN CONSTRUCTION CO ONE KINDERHAMACK ROADHACKENSACK NJ 07061	10/02/2008	10/02/2013
DOL	DOL		CRAIN CONTRACTING COMPANY		ONE KINDERHAMACK ROAD HACKENSACK NJ 07061	10/02/2008	10/02/2013
DOL	NYC	*****8777	CROSSLAND ELECTRICAL SYSTEMS INC		846 EAST 52ND STREET BROOKLYN NY 11203	12/19/2008	12/29/2013
DOL	DOL	*****0115	CROW AND SUTTON ASSOCIATES INC		949 GROVESIDE ROAD BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL	*****4266	CRYSTAL INTERIOR CONTRACTING INC		922 CRESCENT STREET BROOKLYN NY 11208	05/21/2008	05/21/2013
DOL	DOL	*****1804	CUSTOM GARDEN LANDSCAPING INC		283 NORTH MIDDLETOWN ROAD PEARL RIVER NY 10965	09/28/2009	09/28/2014
DOL	DOL	*****6339	D J FLOORS INC		9276 VIA CIMATO DRIVE CLARENCE CENTER NY 14032	08/29/2007	08/29/2012
DOL	DOL		D JAMES SUTTON		949 GROVESIDE ROAD BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL		DARREN MAYDWELL		115 LEWIS STREET YONKERS NY 10703	05/12/2009	05/12/2014
DOL	DOL		DEANNA J REED		5900 MUD MILL RD-BOX 949 BREWERTON NY 13029	09/02/2008	09/02/2013
DOL	DOL	*****3012	DECKMAN PAINTING		154 POND VIEW PARKWAY ROCHESTER NY 14612	04/16/2007	04/16/2012
DOL	DOL	*****6971	DELPHI PAINTING AND DECORATING INC		1445 COMMERCE AVENUE BRONX NY 10461	10/09/2007	10/09/2012
DOL	DOL		DESMOND CHARLES		922 CRESCENT STREET BROOKLYN NY 11208	05/21/2008	05/21/2013
DOL	DOL	*****7157	DG PIPELINE INC		312 HALSEYVILLE ROAD ITHACA NY 14850	09/06/2006	09/06/2011
DOL	DOL	*****3218	DIAMOND "D" CONSTRUCTION CORP		5270 TRANSIT ROAD DEPEW NY 14043	12/14/2005	12/14/2010

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DOL	DOL		DIMITEIUS KASSIMIS		152-65 11TH AVENUE WHITESTONE NY 11357	05/22/2008	05/22/2013
DOL	DOL	*****3364	DJH MECHANICAL ASSOCIATES LTD		155 KINGSBRIDGE ROAD EAST MOUNT VERNON NY 10552	02/01/2006	02/01/2011
DOL	DOL	*****5881	DON ADAMS ROOFING INC		472 COMMERCE STREET HAWTHORNE NY 10532	12/07/2005	12/07/2010
DOL	DOL		DONALD SCHWENDLER		9276 VIA CIMATO DRIVE CLARENCE CENTER NY 14032	08/29/2007	08/29/2012
DOL	DOL	*****6148	DOT CONSTRUCTION OF NY INC		765 BRADY AVE - APT 631 BRONX NY 10462	05/21/2008	05/21/2013
DOL	DOL		DOUGLAS MCEWEN		121 LINCOLN AVENUE ROCHESTER NY 14611	02/21/2008	02/21/2013
DOL	DOL		DOUGLAS S GRIFFEN		312 HALSEYVILLE ROAD ITHACA NY 14850	09/06/2006	09/06/2011
DOL	DOL		EDWARD SUBEH		1 CHELSEA COURT ATLANTIC CITY NJ 08401	10/06/2008	10/06/2013
DOL	DOL	*****3554	ELITE BUILDING ENTERPRISES INC		34-08 PARKWAY DRIVE BALDWIN NY 11510	07/01/2008	07/21/2013
DOL	DOL		ELIYHU BENYAMIN		303 TEN EYCK STREET BROOKLYN NY 11206	03/05/2005	03/05/2010
DOL	AG	*****3233	EMEIS & EMEIS GENERAL CONTRACTING CORP		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL		EREZ BEN-ZVY		19 WEST STREET SPRING VALLEY NY 10977	02/22/2005	02/22/2010
DOL	DOL		ESCO INSTALLERS LLC		1 CHELSEA COURT ATLANTIC CITY NJ 08401	10/06/2008	10/06/2013
DOL	DOL	*****0329	FAULKS PLUMBING HEATING & AIR CONDITIONING INC		3 UPTON STREET HILTON NY 14468	06/10/2008	06/10/2013
DOL	DOL		FERNANDO GOMEZ		201 RICHARDS STREET BROOKLYN NY 11231	02/25/2009	02/25/2014
DOL	DOL	*****0768	FISHER CONCRETE INC		741 WELSH ROAD JAVA CENTER NY 14082	04/08/2009	04/08/2014
DOL	NYC	*****2505	FLORENCE XVI CENTURY MARBLE INC		120 GLEN HEAD ROAD GLEN HEAD NY 11545	08/03/2005	08/03/2010
DOL	DOL	*****7975	FORD CONSTRUCTION INC		18-18 26TH STREET ASTORIA NY 11102	07/18/2005	07/18/2010
DOL	DOL		FORD MASONRY		18-18 26TH STREET ASTORIA NY 11102	07/18/2005	07/18/2010
DOL	DOL	*****0115	FOXCROFT NURSERIES INC		949 GROVESIDE ROAD BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL		FRANCIS (FRANK) OSCIER		3677 SENECA STREET WEST SENECA NY 14224	09/03/2008	09/03/2013
DOL	NYC		FRANK (FRANCIS) OSCIER		3677 SENECA STREET WEST SENECA NY 14224	09/03/2008	09/03/2013
DOL	NYC		FRANK BAKER		24 EDNA DRIVE SYOSSET NY 11791	05/14/2008	05/14/2013
DOL	DOL		FRANK J MERCANDO	C/O MERCANDO CONTRACTIN G CO INC	134 MURRAY AVENUE YONKERS NY 10704	11/22/2008	11/22/2013
DOL	DOL	*****0128	FRANK J TUCEK & SON INC		92 NORTH ROUTE 9W CONGERS NY 10920	01/29/2007	01/29/2012
DOL	DOL		FRANK LOBENE JR		13 CHEVIOT LANE ROCHESTER NY 14624	10/18/2005	10/18/2010
DOL	DOL	*****9832	G A FALCONE CONSTRUCTION INC		253 COMMONWEALTH AVENUE BUFFALO NY 14216	08/07/2007	08/07/2012
DOL	DOL	*****7088	GBA CONTRACTING CORP		4015 21ST AVENUE ASTORIA NY 11105	01/11/2008	01/11/2013
DOL	AG		GEORGE BEGAKIS		57-16 157TH STREET FLUSHING NY 11355	10/04/2006	10/04/2011
DOL	NYC		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	AG		GERARD IPPOLITO		563 MUNCEY ROAD WEST ISLIP NY 11795	07/14/2008	07/14/2013
DOL	AG		GERASIMO ANDRIANIS		22-15 47TH STREET ASTORIA NY 11105	08/03/2006	08/03/2011
DOL	DOL		GREG SURACI		364 BLEAKER ROAD ROCHESTER NY 14609	10/25/2007	10/25/2012
DOL	DOL		GRIOGORIOS BELLOS		4015 21ST AVENUE ASTORIA NY 11105	01/11/2008	01/11/2013
DOL	DOL	*****8904	HALLOCKS CONSTRUCTION CORP	P O BOX 278	YORKTOWN HEIGHTS NY 10598	12/01/2008	12/01/2013

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DOL	DOL		HARALAMBOS KARAS		80-12 ASTORIA BOULEVARD EAST ELMHURST NY 11370	11/22/2008	10/22/2013
DOL	DOL	*****0080	HI-AMP ELECTRICAL CONTRACTING CORP		265-12 HILLSIDE AVENUE FLORAL PARK NY 11004	02/15/2008	02/15/2013
DOL	AG	*****1841	HOWARD K ENTERPRISE INC		219-02 NORTHERN BOULEVARD FLUSHING NY 11361	04/14/2005	04/14/2010
DOL	AG		HOWARD KIM		75 WEST EDSALL BOULEVARD PALISADES PARK NJ	04/14/2005	04/14/2010
DOL	DOL	*****6429	IDM ENTERPRISES INC		60 OUTWATER LANE GARFIELD NJ 07026	05/09/2009	05/09/2014
DOL	DOL	*****6293	IMPRESSIVE CONCRETE CORP		264A SUBURBAN AVENUE DEER PARK NY 11729	12/18/2007	12/18/2012
DOL	DOL	*****8898	IN-TECH CONSTRUCTION INC		8346 BREWERTON ROAD CICERO NY 13039	07/06/2007	07/06/2012
DOL	NYC	*****7728	INTEGRITY CONSTRUCTION & CONSULTING SERVS		7615 MYRTLE AVENUE GLENDALE NY 11385	02/15/2007	02/15/2012
DOL	DOL	*****0488	INTERWORKS SYSTEMS, INC.		1233 WALT WHITMAN ROAD MELVILLE NY 11747	04/29/2008	04/29/2013
DOL	DOL		ISRAEL MONTESINOS		517 MILES SQUARE ROAD YONKERS NY 10701	02/15/2008	02/15/2013
DOL	DOL		IVAN D MARKOVSKI		60 OUTWATER LANE GARFIELD NJ 07026	05/09/2009	05/09/2014
DOL	DOL		IVAN TORRES		11 PLYMOUTH ROAD DIX HILLS NY 11746	02/15/2008	02/15/2013
DOL	DOL	*****0579	J & I CONSTRUCTION CORP		110 FOURTH STREET NEW ROCHELLE NY 10801	02/15/2008	02/15/2013
DOL	AG	*****0663	J B C CONTRACTING CO., INC.		346 PROSPECT AVE- 1ST FL BROOKLYN NY 11215	03/23/2005	03/23/2010
DOL	AG	*****0280	J B C CONTRACTING COMPANY		346 PROSPECT AVE. - 1ST F BROOKLYN NY 11215	03/23/2005	03/23/2010
DOL	DOL	*****4003	J BARR CONSTRUCTION CORP		119-51 METROPOLITAN AVE BROOKLYN NY 11415	12/14/2004	12/14/2009
DOL	DOL	*****7357	J C MCCASHION CONSTRUCTION INC		84 FREDERICK AVENUE ALBANY NY 12205	04/13/2006	04/13/2011
DOL	AG	*****1562	JANS GENERAL CONSTRUCTION CORP.		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL		JASON ASBURY		22562 SEA BASS DRIVE BOCA RATON FL 33428	10/10/2007	10/10/2012
DOL	DOL		JAY MEYER		239 MARSH DRIVE DEWITT NY 13214	02/20/2007	02/20/2012
DOL	DOL		JEANETTE CALICCHIA		1223 PARK STREET PEEKSKILL NY 10566	09/12/2007	09/12/2012
DOL	DOL		JOHN B DUGAN		121 LINCOLN AVENUE ROCHESTER NY 14611	02/21/2008	02/21/2013
DOL	DA		JOHN BIAS		153 BAYWOODS LANE BAY SHORE NY 11706	03/19/2007	03/19/2012
DOL	AG		JOHN BRADFORD		6614 FURNACE ROAD ONTARIO NY 14519	12/22/2004	12/22/2009
DOL	DOL		JOHN BUONADONNA		283 NORTH MIDDLETOWN ROAD PEARL RIVER NY 10965	09/28/2009	09/28/2014
DOL	NYC		JOHN C MCCASHION		84 FREDERICK AVENUE ALBANY NY 12205	04/13/2006	04/13/2011
DOL	NYC		JOHN MARI JR		278 ROBINSON AVENUE NEW YORK NY 10312	04/06/2008	04/06/2013
DOL	NYC		JOHN O'SHEA		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	DOL	*****5970	JOHN PREVETE FRAMING AND JOHN PREVETE FRAMING INC	JOHN PREVETE	320 RIDGE ROAD WEST MILFORD NJ 07480	03/26/2008	03/26/2013
DOL	DOL		JOHN SAN SEVERE		C/O CRAIN CONSTRUCTION CO ONE KINDERHAMACK ROADHACKENSACK NJ 07061	10/02/2008	10/02/2013
DOL	DOL		JOSE DOS SANTOS JR		85-08 60TH AVENUE ELMHURST NY 11373	11/21/2008	11/21/2013
DOL	DOL		JOSEPH CALICCHIA		1223 PARK STREET PEEKSKILL NY 10566	09/12/2007	09/12/2012
DOL	DOL		JOSEPH DIPIZIO		5270 TRANSIT ROAD DEPEW NY 14043	12/14/2005	12/14/2010
DOL	DOL	*****1763	JR RESTORATION & ROOFING INC		152-65 11TH AVENUE WHITESTONE NY 11357	05/22/2008	05/22/2013
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	*****9422	JUNKYARD CONSTRUCTION CORP.		2068 ANTHONY AVENUE BRONX NY 10457	12/26/2007	12/26/2012

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DOL	DOL	*****3810	K M MARTELL CONSTRUCTION, INC.		57 CROSS ROAD MIDDLETOWN NY 10940	06/25/2007	06/25/2012
DOL	DOL	*****9993	K M R ENTERPRISES		10 STUFFLE STREET CROPSEYVILLE NY 12052	12/20/2006	12/20/2011
DOL	DOL	*****8648	K-STAR CONSTRUCTION CORP		42 48 161ST STREET FLUSHING NY 11358	12/11/2006	12/11/2011
DOL	NYC		KAZIMIERZ KONOPSKI		194 ASHLAND PLACE BROOKLYN NY 11217	03/06/2008	03/06/2013
DOL	AG		KEFCAL CONSTRUCTION, INC.		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	NYC	*****4923	KELLY'S SHEET METAL, INC.		1426 ATLANTIC AVENUE BROOKLYN NY 11216	12/28/2007	12/28/2012
DOL	DOL		KEMPTON MCINTOSH		8531 AVENUE B BROOKLYN NY 11236	12/16/2008	12/16/2013
DOL	DOL		KENNETH W. GRIFFIN		101 LILL STREET ROCHESTER NY 14621	05/01/2006	05/01/2011
DOL	DOL		KEVIN MARTELL		57 CROSS ROAD MIDDLETOWN NY 10940	06/25/2007	06/25/2012
DOL	DOL		KING MACHINE	DBA KING MACHINE	11365 CENTER ROAD SHERIDAN NY 14135	04/04/2005	04/04/2010
DOL	AG	*****3318	KOSMAR CONTRACTING CORP.		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL		KRIS CLARKSON		2484 CATON ROAD CORNING NY 14830	06/20/2007	06/20/2012
DOL	DOL	*****3496	L & T PLUMBING CORP.		367 VETERANS MEMORIAL HWY COMMACK NY 11725	01/11/2005	01/11/2010
DOL	DOL	*****5462	LABAR ENTERPRISES OF ROCHESTER, INC.	LABARBERA EXCAVATING INC	2121 EMPIRE BOULEVARD WEBSTER NY 14580	04/18/2005	04/18/2010
DOL	DOL	*****5462	LABARBERA EXCAVATING INC		2121 EMPIRE BOULEVARD WEBSTER NY 14580	04/18/2005	04/18/2010
DOL	NYC	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****9628	LANCET ARCH INC		112 HUDSON AVENUE ROCHESTER NY 14605	02/14/2006	02/14/2011
DOL	DOL		LARRY FRANGOS		5752 WEST WEBB ROAD YOUNGSTOWN OH 44515	05/21/2008	05/21/2013
DOL	DOL	*****0256	LIBERTY PAINTING COMPANY INC		183 LORFIELD DRIVE SNYDER NY 14226	12/08/2005	12/08/2010
DOL	AG	*****5102	LIBERTY TREE SERVICE, INC.		563 MUNCEY ROAD WEST ISLIP NY 11795	07/14/2008	07/14/2013
DOL	DOL	*****6651	LIGHTNING FAST LABOR FORCE SERVICES, INC.		150 NORTH CHESTNUT STREET ROCHESTER NY 14604	05/01/2006	05/01/2011
DOL	DOL	*****4981	LOBENE PAINTING, INC.		13 CHEVIOT LANE ROCHESTER NY 14624	10/18/2005	10/18/2010
DOL	AG	*****4654	LOOK UNDER THE CARPET SERVICES INC		P O BOX 686 BUFFALO NY 14290	12/15/2005	12/15/2010
DOL	DOL	*****5953	LPD CONTRACTING INC		1205 MCBRIDE AVENUE WEST PATTERSON NJ 07424	08/27/2007	08/27/2012
DOL	DOL	*****9875	M & S STRIPING INC		73 INDUSTRIAL PARK BLVD ELMIRA NY 14901	01/10/2007	01/10/2012
DOL	DOL	*****9688	M K PAINTING INC		4157 SEVENTH STREET WYANDOTT MI 48192	05/14/2007	05/14/2012
DOL	AG		MANNS CONTRACTING CORP		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	NYC		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	NYC		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****4543	MARANGOS CONSTRUCTION CORP		59-45 56TH AVENUE MASPETH NY 11378	08/16/2005	08/16/2010
DOL	DOL		MARK LINDSLEY		355 COUNTY ROUTE 8 FULTON NY 13069	08/08/2009	08/14/2014
DOL	DOL	*****7694	MAS-ANN MECHANICAL INC		35 REGENCY OAKS BLVD ROCHESTER NY 14624	07/24/2002	01/04/2010
DOL	DOL		MATTHEW LOBENE		13 CHEVIOT LANE ROCHESTER NY 14624	10/18/2005	10/18/2010
DOL	NYC	*****4132	MCCASHION BROTHERS HOLDING COMPANY LLC		84 FREDERICK AVENUE ALBANY NY 12205	04/13/2006	04/13/2011
DOL	DOL		MCS PAINTING CONTRACTORS, INC.		LIME KILN COURT STONY POINT NY 10980	01/25/2006	01/25/2011
DOL	DOL	*****0241	MERIT FENCE CO INC		130 OLD ROUTE 6 CARMEL NY 10512	08/06/2003	02/02/2012

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DOL	AG	*****1515	MGC RESTORATION SERVICES, INC.		64-58 218TH STREET BAYSIDE NY 11364	01/01/2005	01/01/2010
DOL	AG		MICHAEL CAPOUS		64-58 218 STREET BAYSIDE NY 11364	01/01/2005	01/01/2010
DOL	DOL		MICHAEL L. KRIVITZA	NORTHEAST TECHNOLOGIES	105 PINE STREET - APT 2 EAST ROCHESTER NY 14445	05/14/2007	05/14/2012
DOL	DOL		MICHAEL STEVENS	STEVENS TRUCKING	2458 EAST RIVER ROAD CORTLAND NY 13045	01/23/2008	01/23/2013
DOL	DOL	*****0860	MICHAEL STEVENS	STEVENS TRUCKING	2458 EAST RIVER ROAD CORTLAND NY 13045	01/23/2008	01/23/2013
DOL	DOL		MICHAEL TAYLOR		66 RYBKA ROAD STUYVESANT FALLS NY 12174	03/02/2007	03/02/2012
DOL	DOL	*****0818	MILLER SANDBLASTING AND PAINTING		121 LINCOLN AVENUE ROCHESTER NY 14611	02/21/2008	02/21/2013
DOL	DOL	*****4435	MODERN TECH DESIGN & SERVICES INC		9151 SOUTHWESTERN BLVD ANGOLA NY 14006	01/19/2006	01/19/2011
DOL	AG		MOHAMMED A. RASHID		914 NEWKIRK AVENUE BROOKLYN NY 11230	12/16/2004	12/16/2009
DOL	DOL		MOHAMMED ALI ALVI		22-41 26TH STREET APT. 2ASTORIA NY 11102	07/18/2005	07/18/2010
DOL	AG		MOHAMMED H. KABIR		200 EAST 77TH STREET BROOKLYN NY 11218	03/23/2005	03/23/2010
DOL	DOL	*****6616	MUIR CONTRACTORS ASSOCIATES INC		75 ARGYLE AVE - SUITE 2B UNIONDALE NY 11553	08/18/2005	08/18/2010
DOL	DOL	*****2251	MURDOUGH DEVELOPMENT CO., INC.		203 KELLY DRIVE EAST AURORA NY 14052	03/26/2008	03/26/2013
DOL	DOL		N F K ENTERPRISES		22 BLACK HAWK ROAD PINE BUSH NY 12566	06/10/2005	06/10/2010
DOL	DOL	*****3310	N F K EXCAVATING AND CONSTRUCTION INC		22 BLACK HAWK ROAD PINE BUSH NY 12566	06/10/2005	06/10/2010
DOL	DOL	*****7371	N F K LANDSCAPING SUPPLY CORP		22 BLACK HAWK ROAD PINE BUSH NY 12566	06/10/2005	06/10/2010
DOL	DOL	*****2213	NEUSS CONSTRUCTION, INC.		1191 ROUTE 9W - SUITE #C6 MARLBORO NY 12542	09/06/2006	09/06/2011
DOL	DOL		NICK NITIS		3 ALAN B SHEPARD PLACE YONKERS NY 10705	12/11/2006	12/11/2011
DOL	DOL	*****9890	NOBLE CONSTRUCTION		23960 WHITE ROAD WATERTOWN NY 13601	02/14/2008	02/14/2013
DOL	DOL	*****7771	NORTHEAST TECHNOLOGIES		105 PINE STREET APT. 2 EAST ROCHESTER NY 14445	05/14/2007	05/14/2012
DOL	DOL	*****1833	NORTHEASTERN SUPREME FLOOR CO.,INC		66 BENEDICT STREET CASTLETON NY 12033	03/02/2007	03/02/2012
DOL	DOL	*****7041	NYCOM SERVICES CORP		80-12 ASTORIA BOULEVARD EAST ELMHURST NY 11370	11/22/2008	11/22/2013
DOL	DOL	*****0797	O GLOBO CONSTRUCTION CORP		85-06 60TH AVENUE ELMHURST NY 11373	11/21/2008	11/21/2013
DOL	AG	*****1641	OLYMPIA MECHANICAL PIPING & HEATING, INC.		3624 12TH AVENUE BROOKLYN NY 11218	08/18/2005	08/18/2010
DOL	DOL	*****1803	OMNI CONTRACTING COMPANY, INC.		3 ALAN B. SHEPARD PLACE YONKERS NY 10705	12/11/2006	12/11/2011
DOL	NYC	*****3855	OT & T INC		36-28 23RD STREET LONG ISLAND CITY NY 11106	01/15/2008	05/14/2013
DOL	AG	*****5133	P&T IRON WORKS		59 PLAIN AVENUE NEW ROCHELLE NY 10801	06/01/2005	06/01/2010
DOL	NYC	*****9833	PARADISE CONSTRUCTION CORP		6814 8TH AVENUE BROOKLYN NY 11220	12/03/2007	12/03/2012
DOL	DOL	*****3039	PARAGON PLATE GLASS, INC.		210 FACTORY STREET WATERTOWN NY 13601	11/07/2006	11/07/2011
DOL	DOL		PATRICK BURNS		19 E. CAYUGA STREET OSWEGO NY 13126	05/15/2008	05/15/2013
DOL	DOL		PATRICK SHAUGHNESSY		88 REDWOOD DRIVE ROCHESTER NY 14617	05/16/2008	05/16/2013
DOL	DOL		PERRY JACOBS		736 SHERMAN DRIVE BOX 8015UTICA NY 13505	12/04/2005	12/04/2010
DOL	AG		PETER GOUZOS		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL		PETER J LANDI		249 MAIN STREET EASTCHESTER NY 10709	10/05/2009	10/05/2014
DOL	DOL	*****7229	PETER J LANDI INC		249 MAIN STREET EASTCHESTER NY 10709	10/05/2009	10/05/2014
DOL	DOL	*****6164	PETTIT & PETTIT INC		7 SCHUYLER STREET BELMONT NY 14813	03/21/2005	03/21/2010
DOL	DOL	*****5419	PINE VALLEY LANDSCAPE CORP		RR 1, BOX 285-B BUSKIRK NY 12028	08/27/2008	08/27/2013

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DOL	DOL		PRECISION DEVELOPMENT CORP		115 LEWIS STREET YONKERS NY 10703	05/12/2009	05/12/2014
DOL	DOL	*****9167	PRECISION SITE WORK, INC.		736 SHERMAN DRIVE BOX 8015UTICA NY 13505	12/04/2005	12/04/2010
DOL	DOL	*****9359	PRECISION STEEL ERECTORS INC		P O BOX 949 BREWERTON NY 13029	09/02/2008	09/02/2013
DOL	DOL	*****2326	PUTMAN CONSTRUCTION COMPANY OF WESTERN NY		29 PHYLLIS AVENUE BUFFALO NY 14215	09/03/2008	09/03/2013
DOL	DOL	*****7438	R & H COMMERCIAL FLOORING, INC.		102 WILLOW AVENUE WATKINS GLEN NY 14891	06/20/2007	06/20/2012
DOL	DOL	*****1596	R & T SUPREME SPORTS FLOORING, LLC		66 RYBKA ROAD STUYVESANT FALLS NY 12174	03/02/2007	03/02/2012
DOL	DA	*****0358	R & W FACILITY CARE SYSTEMS INC		485 ATLANTIC AVENUE BROOKLYN NY 11217	11/22/2005	11/22/2010
DOL	DOL	*****1629	R S CONSTRUCTION COMPANY LLC		571 MILES SQUARE ROAD YONKERS NY 10701	04/04/2007	04/04/2012
DOL	AG	*****2626	RAINBOW RENOVATIONS, INC.		35-44 CRESCENT STREET LONG ISLAND CITY NY 11106	08/03/2006	08/03/2011
DOL	DOL	*****7294	REDWOOD FLOORING, INC.		88 REDWOOD DRIVE ROCHESTER NY 14617	05/16/2008	05/16/2013
DOL	DOL		ROBBYE BISSEAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT DEMONTE		367 VETERANS MEMORIAL HWY COMMACK NY 11725	01/10/2005	01/10/2010
DOL	DOL		ROBERT DIMARSICO		1233 WALT WHITMAN ROAD MELVILLE NY 11747	04/29/2008	04/29/2013
DOL	DOL		ROBERT O'HANLON		635 MIDLAND AVENUE GARFIELD NJ 07026	07/09/2007	07/09/2012
DOL	DOL		ROBERT STEVENSON		571 MILES SQUARE ROAD YONKERS NY 10701	04/04/2007	04/04/2012
DOL	DOL		ROBERT W. METZGAR	KING MACHINE	11365 CENTER ROAD SHERIDAN NY 14135	04/04/2005	04/04/2010
DOL	DOL	*****1721	ROBERTS CONSTRUCTION OF UPSTATE NEW YORK INC		5 SANGER AVENUE NEW HARTFORD NY 13413	01/28/2009	01/28/2014
DOL	DOL	*****3467	ROCKERS AND NOCKERS LLC		207 RIVERVIEW ROAD REXFORD NY 12148	10/23/2007	10/23/2012
DOL	DOL		ROGER A HOEK JR		22 BLACK HAW ROAD PINE BUSH NY 12566	06/10/2005	06/10/2010
DOL	DOL		RONALD R SAVOY	C/O CNY MECHANICAL ASSOCIATES INC	P O BOX 250 EAST SYRACUSE NY 13057	11/06/2008	11/06/2013
DOL	DOL		ROSARIO CARRUBBA		5755 NEWHOUSE ROAD EAST AMHERST NY 14051	10/10/2007	10/10/2012
DOL	DOL		RUDOLPH NEUSS		8 FAR HORIZONS DRIVE NEWBURGH NY 12550	09/06/2006	09/06/2011
DOL	AG	*****2326	RUSMAR ENVIRONMENTAL SERVICES CORP.		703 ATLANTIC AVENUE ROCHESTER NY 14609	12/22/2004	12/22/2009
DOL	DOL		RUSSELL TUPPER		8346 BREWERTON ROAD CICERO NY 13039	07/06/2007	07/06/2012
DOL	DOL		RUTH H SUTTON		939 GROVESIDE ROAD BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL	*****9066	SAMAR PAINTING & DECORATING INC		137 E MAIN STREET ELMSFORD NY 10523	12/01/2008	12/01/2013
DOL	NYC	*****0987	SCHWARTZ ELECTRIC CONTRACTORS INC		89 WALKER STREET NEW YORK NY 10013	01/04/2008	01/04/2013
DOL	DOL	*****6348	SEABURY ENTERPRISES LLC		22562 SEA BASS DRIVE BOCA RATON FL 33428	10/10/2007	10/10/2012
DOL	NYC	*****4020	SERVI-TEK ELEVATOR CORP		2546 EAST TREMONT AVENUE BRONX NY 10461	07/16/2009	07/16/2014
DOL	NYC	*****8252	SEVERN TRENT ENVIRONMENTAL SERVICES INC		16337 PARK ROW HOUSTON TX 77084	06/12/2007	06/12/2012
DOL	DOL	*****0256	SIERRA ERECTORS INC		79 MADISON AVE - FL 17 NEW YORK NY 10016	04/16/2009	04/16/2014
DOL	DOL	*****0415	SIGNAL CONSTRUCTION LLC		199 GRIDER STREET BUFFALO NY 14215	11/14/2006	11/14/2011
DOL	DOL	*****8469	SIGNATURE SEALCOATING & STRIPPING SERVICE		345 LIVINGSTON AVENUE JAMESTOWN NY 14702	04/04/2007	04/04/2012
DOL	DOL	*****9397	SKY COMMUNICATIONS, INC.		PO BOX 278 DEWITT NY 13214	02/20/2007	02/20/2012
DOL	AG		SN CONTRACTING CORP		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	AG	*****7480	SNA CONTRACTING CORP		131 47TH STREET BROOKLYN NY 11232	01/26/2007	01/25/2012

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DOL	AG	*****2738	SNA CONTRACTING CORP.		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	AG		SOLOMON WERZBERGER		56 LYNCREST DRIVE MONSEY NY 10952	08/18/2005	08/18/2010
DOL	DOL	*****0918	SPECTRUM CONTRACTING GROUP INC		875 THIRD AVENUE NEW YORK NY 10022	12/11/2006	12/11/2011
DOL	AG	*****1355	SPIRIDON ANTHOULIS		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	AG		STACEY GOUZOS		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	NYC	*****6650	START ELEVATOR CONSTRUCTION, INC.		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	NYC	*****3896	START ELEVATOR MAINTENANCE, INC.		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	NYC	*****1216	START ELEVATOR REPAIR, INC.		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	NYC	*****2101	START ELEVATOR, INC.		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	DOL		STEPHEN BALZER		34-08 PARKWAY DRIVE BALDWIN NY 11510	07/01/2008	07/01/2013
DOL	DOL		STEVE J NICTAS		C/O J BARR CONS. 119-51 METROPOLITAN AVEJAMAICA NY 11415	12/14/2004	12/14/2009
DOL	DOL		STEVE PAPASTEFANOU		1445 COMMERCE AVENUE BRONX NY 10461	10/09/2007	10/09/2012
DOL	AG		STEVEN TISCHLER		1465 46TH STREET BROOKLYN NY 11212	08/18/2005	08/18/2010
DOL	DOL	*****4081	STS CONSTRUCTION OF WNY		893 EAGLE STREET BUFFALO NY 14210	06/09/2009	06/09/2014
DOL	DOL	*****5966	SUPREME SPORT SURFACES, INC.		66 BENEDICT STREET CASTLETON NY 12033	03/02/2007	03/02/2012
DOL	DOL	*****2036	SURACI ENTERPRISES INC		364 BLEAKER ROAD ROCHESTER NY 14609	10/25/2007	10/25/2012
DOL	AG		TAO GENERAL CONTRACTORS INC		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL		THEODORE F FAULKES		18 FIREWEED TRAIL HILTON NY 14468	06/10/2008	06/10/2013
DOL	DOL		THOMAS ASCHMONEIT		79 MADISON AVENUE - FL 17 NEW YORK NY 10016	04/16/2009	04/16/2014
DOL	DOL		THOMAS E. MOONEY		164 WINSLOW STREET WATERTOWN NY 13601	11/07/2006	11/07/2011
DOL	DOL		THOMAS GORMALLY		250 KNEELAND AVENUE YONKERS NY 10705	07/09/2007	07/09/2012
DOL	DOL		TIMOTHY P SUCH		893 EAGLE STREET BUFFALO NY 14210	06/09/2009	06/09/2014
DOL	DOL		TNT DEMOLITION AND ENVIRONMENTAL INC		355 COUNTY ROUTE 8 FULTON NY 13069	08/08/2009	08/14/2014
DOL	DOL	*****3983	TOMMASO ALLOCCA		15 PINE AIRE DRIVE BAY SHORE NY 11706	08/01/2005	08/01/2010
DOL	DOL	*****9640	TROPIC CONSTRUCTION CORP		59-45 56TH AVENUE MASPETH NY 11378	08/16/2005	08/16/2010
DOL	DOL	*****8430	TROPIC ROOFING CORP.		59-45 56TH AVENUE MASPETH NY 11378	08/16/2005	08/16/2010
DOL	NYC	*****5184	UDDIN USA CORP		663 DEGRAW STREET BROOKLYN NY 11217	05/17/2007	05/17/2012
DOL	AG		UN HAK KIM		75 WEST EDSALL BOULEVARD PALISADES PARK NJ	04/14/2005	04/14/2010
DOL	DOL	*****8663	URBAN-SUBURBAN RECREATION INC		3 LUCON DRIVE DEER PARK NY 11728	06/20/2007	06/20/2012
DOL	DA		VASILIOS TSIMITRAS		235 91ST STREET BROOKLYN NY 11209	11/27/2006	11/27/2011
DOL	DOL		VIRGINIA L CAPONE		137 E MAIN STREET ELMSFORD NY 10523	12/01/2008	12/01/2013
DOL	NYC	*****5466	VIVA VICTORIA ENTERPRISES LTD		10317 90TH STREET OZONE PARK NY 11417	06/12/2006	06/12/2011
DOL	DOL	*****0725	W & B MECHANICAL CORP		303 TEN EYCK STREET BROOKLYN NY 11206	03/05/2005	03/05/2010
DOL	DOL	*****0329	WET PAINT CO. OF OSWEGO, INC		19 E. CAYUGA STREET OSWEGO NY 13126	05/15/2008	05/15/2013
DOL	DOL		WHITE AND BLUE SHEET METAL INC.		303 TEN EYCK STREET BROOKLYN NY 11206	03/05/2005	03/05/2010
DOL	DOL		WILLIAM PUTNAM		50 RIDGE ROAD BUFFALO NY 14215	09/03/2008	09/03/2013

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DOL	DA		WILLIAM TSIMITRAS		235 91ST STREET BROOKLYN NY 11209	11/27/2006	11/27/2011
DOL	DOL		WINSTON J. GOINS, SR.		87 MALLING DRIVE ROCHESTER NY 14621	05/01/2006	05/01/2011
DOL	AG		YANG GENERAL CONTRACTING LTD		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	AG	*****0288	YIN CONSTRUCTION LTD		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	AG	*****1564	ZARBEN GENERAL CONSTRUCTION INC		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL		ZEPHENIAH DAVIS		2068 ANTHONY AVENUE BRONX NY 10457	12/26/2007	12/26/2012

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, 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 otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

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

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

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

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

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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.

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

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

VII. Article 15-A Requirements The terms contained in this clause shall have the definitions as given in, and shall be construed according to the intent of Article 15-A of the Executive Law, 5 NYCRR Part

140, et. seq., Article 52 of the Environmental Conservation Law and 6 NYCRR Part 615, et. seq., as applicable, and any goals established by this clause are subject to the intent of such laws and regulations.

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

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

(c) The affirmative action provisions and equal employment opportunity provisions contained in this paragraph and paragraphs (d) and (e) of this clause shall be applicable within the limitations established by Executive Law §§312 and 313 and the applicable regulations.

(1) The Contractor is required to make good faith efforts to subcontract at least 8.8% of the dollar value of this contract to Minority Owned Business Enterprises (MBEs) and at least 8.8% 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

(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:

Robert Schick, P.E.
Director, Remedial Bureau C
625 Broadway
Albany, NY 12233-7014
(518) 402-9662

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
Telephone: (518) 402-9228

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

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

(2) Adopt the decision of the DAI; or

(3) Consider the matter for review by the CRC in accordance with its procedures.

(e) Following a decision to proceed pursuant to (d) 3, above, the Chair of the CRC shall convene a proceeding in accordance with the CRC's established contract dispute resolution guidelines. The proceeding will provide the Contractor with an opportunity to be heard.

(f) Following a decision pursuant to (d) 2 or (d) 3, the CRC shall make a written recommendation to the Assistant Commissioner for Administration who shall render the final agency determination.

(g) At any time during the dispute resolution process, and upon mutual agreement of the parties, the Office of Hearings and Mediation Services (OHMS) may be requested to provide mediation services or other appropriate means to assist in resolving the dispute. Any findings or recommendations made by the OHMS will not be binding on either party.

(h) Final agency determinations shall be subject to review only pursuant to Article 78 of the Civil Practice Law and Rules.

(i) Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the designated individual. Nothing in this Contract shall be construed as making final the decision of any administrative officer upon a question of law.

(j) (1) Notwithstanding the foregoing, at the option of the Contractor, the following shall be subject to review by the CRC: Disputes arising under Article 15-A of the Executive Law (Minority and Women Owned Business participation), the Department's determination with respect to the adequacy of the Contractor's Utilization Plan, or the Contractor's showing of good faith efforts to comply therewith. A request for a review before the CRC should be made, in writing, within twenty days of receipt of the Department's determination.

(2) The CRC will promptly convene a review in accordance with Article 15-A of the Executive Law and the regulations promulgated thereunder.

X. Labor Law Provisions

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

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

shall be maintained with the payroll records required by the following paragraph (c).

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

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

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

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

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

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

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

XVI. Patent and Copyright Protection

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

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

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

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

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

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

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

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

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

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

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

(c) In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any item or material pursuant to or resulting from this Contract infringes any patent, copyright or proprietary right, and such action is forwarded by the Department to the Contractor for defense and indemnification pursuant to this Article, the Department shall copy all pleadings and documents forwarded to the Contractor together with the forwarding correspondence and a copy of this Contract to the Office of the Attorney General of the State of New York. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth in this Article, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York in writing and shall specify to what extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of this Contract. The Contractor shall in such event protect the interests of the Department and State of New York and secure a continuance to permit the State of New York to appear and defend its interests in cooperation with Contractor as is appropriate, including any jurisdictional defenses which the Department and State shall have.

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

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

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

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

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

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

XVIII. Freedom of Information Requests

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

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

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Attachment 4

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 USEPA, the Comptroller General of the United States, the United States Department of Labor or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying for a period of six years following final payment or the termination of this Contract whichever is later, and any extensions thereto. These books, records, documents and other evidence shall be accessible within the State of New York to the agencies identified above for the time period stated above. "Termination of this contract," as used in this clause, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract.

CONFLICT OF INTEREST

4. To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Municipality.

An organizational conflict of interest exists when the nature of the work to be performed under this Contract may, without some restriction on future activities, either result in an unfair competitive advantage to the Contractor or impair the Contractor's objectivity in performing the work for the Municipality.

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

Remedies - The Municipality may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the Contractor was aware of a potential conflict of interest prior to award, or discovered an actual or potential conflict after award and did not disclose or misrepresent relevant information to the Municipality, the Municipality may terminate the contract, or pursue such other remedies as may be permitted by law or this contract. The terms of other applicable contract provisions regarding termination shall apply to termination by the Municipality pursuant to this clause.

The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform to the language of this clause.

- (a) In addition to the requirements of the above clauses with respect to "Organizational Conflicts of Interest," the following provision with regard to employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

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

- (b) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.
- (c) The Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, have been reported to the Department and the Municipality. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by the Municipality. Along with the annual certification, the Contractor shall also submit an update of any changes in the conflict of interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.
- (d) The Contractor recognizes that employees in performing this contract may have access to data, either provided by the Department or the Municipality or first generated during contract performance, of a sensitive nature which

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

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

If this is a contract for work related to action at an inactive hazardous waste site, the following paragraph shall apply:

- (f) Due to the scope and nature of this contract, the Contractor shall observe the following restrictions on future hazardous waste site contracting for the duration of the contract.
 - (1) The Contractor will be ineligible to enter into a contract for remedial action projects for which the Contractor has developed the statement of work or the solicitation package.
 - (2) The Contractor, during the life of the work assignment and for a period of five (5) years after the completion of the work assignment, agrees not to enter into a contract with or to represent any party with respect to any work relating to remedial activities or work pertaining to a site where the Contractor previously performed work for the Department and/or Municipality under this contract without the prior written approval of the Department.
 - (3) The Contractor agrees in advance that if any bids/proposals are submitted for any work for a third party that would require written approval of the Municipality/Department prior to entering into a contract because of the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk, and no claim shall be made against the Municipality/Department to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

AFFIRMATIVE ACTION

- 5. (a) The Contractor agrees to be bound by the provisions of New York State Executive Law Article 15-A, Sections 312, 313 and 316 and the regulations promulgated thereunder.

As provided thereunder, the Contractor is required to make good faith efforts to solicit the meaningful participation of minority and women owned business enterprises identified in the Directory of Certified Businesses provided by the New York State Department of Economic Development's Division of Minority and Women's Business Development.

- (b) The Contractor agrees to include the requirements set forth in paragraph (a) above and paragraphs (c), (d), and

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

- (c) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For purposes of this article, affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- (d) At the request of the contracting agency, the contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
- (e) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (f) The Contractor also agrees to incorporate into any contract with subcontractors, contractual provisions applicable to record keeping, reporting, notice requirements and actions determined to be necessary by the Department to implement the requirements of the Minority/Women Business Enterprise - Equal Employment (M/WBE-EEO) utilization plan, and of Executive Law Article 15-A, regulations promulgated thereunder, and other applicable law and regulations.

TECHNICAL SPECIFICATIONS

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**REMEDATION OF ABOVEGROUND AND
UNDERGROUND STORAGE TANKS
GLENMERE LAKE PROPERTY**

TECHNICAL SPECIFICATIONS

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DIVISION 1 – SPECIAL CONDITIONS

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SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. The Glenmere Lake Property is located on Pine Hill Road in the Town of Chester, Orange County, New York. The County of Orange, New York (Owner) entered into a State Assistance Contract in October 2007 with the New York State Department of Environmental Conservation (NYSDEC), under the Environmental Restoration Program, to remove and dispose off-site aboveground and underground storage tanks, and to excavate and dispose off-site contaminated soil surrounding the aboveground and underground storage tanks.
- B. The Glenmere Lake Property is an overgrown parcel with multiple dilapidated and condemned buildings located in the westernmost portion of the site, which included a house, a milk barn and two connected structures with a smaller barn and a garage area with below-grade stairs. Three of the concrete structures in the westernmost portion of the site were likely foundations for other former buildings/structures. Some of the building materials associated with the dilapidated and condemned buildings have been shown to contain asbestos-bearing materials greater than one percent and lead-based paint greater than 0.5 percent lead by weight. The 9.9-acre site is partially secured with a 6-foot chain link fence, with gates located on Pine Hill Road. Glenmere Lake is located to the south of the property. The Lake is currently used by the Town of Florida as a public drinking water supply and it also contains one of the largest known populations of northern cricket frogs (*Acris Crepitans*) in Orange County and possibly in the State of New York. Based on historical reports, operations at the site resulted in the contamination of surface and subsurface soil with various semivolatile organic compounds and metals.
- C. The Contractor shall furnish all labor, equipment, materials, supplies, facilities, power and incidentals as necessary to fully complete the Work as shown, as specified and as directed by the Owner. The Contractor shall be responsible for performing all the Work described in the Contract Documents, including items not specifically identified, as required to complete the Work, including, but not limited to: locating, excavating, temporarily storing, decontaminating, transporting and disposing off-site two aboveground storage tanks (ASTs) and three underground storage tanks (USTs); excavating, temporarily storing, transporting and disposing

off-site contaminated soil; and restoration of disturbed areas with general fill, topsoil and seed.

- D. The type and quantity of Work specified are estimates that have been shown solely for the convenience of the Owner, Engineer and Contractor, and may not necessarily include all of the items of Work required.
- E. All of the Work shall be performed in accordance with applicable federal, state and local laws and regulations, and the approved submittals. If any law, regulation, the plans and/or Contract Documents have contradicting requirements, then the most stringent requirement shall apply, as determined by the Engineer.
- F. The Contractor is restricted from performing any operation outside the Contract Limits, which are defined on the Drawings.
- G. The Contractor is solely responsible for sequencing construction in an efficient manner. The Contractor's proposed sequence of construction shall be identified in the Work Plan (see Section 01653) and shall conform to the Contract Drawings.
- H. The Contractor shall be solely responsible for identifying, marking out and protecting all aboveground and underground utilities and structures within and adjacent to the Glenmere Lake Property.
- I. The Contractor shall identify, apply for and obtain and pay all fees for licenses, permits, approvals and insurance required from federal, state and local government and public agencies and authorities as necessary to perform the Work. The Contractor shall provide indemnifications to public and private agencies and authorities as necessary to perform the Work.
- J. The Contractor shall acquire and complete all required manifest forms and bills of lading as required by applicable laws and regulations for transportation and disposal of materials off-site.
- K. The principal features of the Work to be performed by the Contractor include, but are not limited to:
 - 1. Preparation of, obtaining approval for and implementing the specified and requested submittals.
 - 2. Furnishing and installing temporary storm water, sediment and erosion control measures.
 - 3. Selective clearing and grubbing.
 - 4. Furnishing and installing temporary facilities, controls and gates.

5. Demolition of existing concrete enclosure surrounding one AST, including characterization, and legal transport and off-site disposal of demolition debris.
 6. Locating, excavating, temporarily storing, decontaminating and legally transporting and disposing off-site two ASTs and three USTs.
 7. Excavation, temporary storage and legal transportation and off-site disposal of contaminated soil within the vicinity of the ASTs and USTs and waste materials.
 8. Grading, backfilling and compaction.
 9. Restoration of disturbed areas with topsoil and seed.
 10. Removal of temporary facilities and controls, and site restoration.
- L. The foregoing is a general description only and shall not be construed as a complete description of the Work to be performed for this project.

1.2 GENERAL

- A. Where articles of other sections of the Contract Documents are repeated in Division 1, Special Conditions, it is intended to elaborate or qualify such articles. It is not intended that other articles of the above documents shall be omitted or that additional requirements set forth in the above documents and noted herein shall be excluded from Contract requirements unless specifically noted as such hereinafter.

1.3 GENERAL ARRANGEMENT

- A. The Contract Drawings indicate the extent and general arrangement of the Work. The specific equipment proposed for use by the Contractor on the project may require changes in the construction detailed on the Contract Drawings, and all such changes shall be submitted to the Engineer for approval in accordance with the requirements of the Contract Documents and shall be made without additional cost to the Owner.

1.4 TIME OF WORK

- A. Access to the Site to perform all site-intrusive activities shall be limited to the period of June 1 through August 15. The Contractor shall be permitted access to the Site prior to June 1 to perform any non-intrusive activities, including, but not limited to, the underground utility survey, installation of temporary facilities and controls, and the installation of swing gates. The Contractor shall be responsible for coordinating all work activities, such

that they occur within the time period specified. In addition, the Contractor shall comply with all local requirements regarding noise generation and allowable construction work hours. The Contractor shall arrange and limit all vehicle movements, material deliveries, etc., to the hours of operation as specified in the General and Supplementary Conditions. Exception to this provision shall only be made with the expressed written approval of the Owner.

- B. Unless otherwise specifically permitted, all work that would be subject to damage shall be stopped during inclement, stormy or freezing weather. Only such work as will not suffer injury to workmanship or materials will be permitted. Contractor shall carefully protect Work against damage or injury from the weather, and when work is permitted during freezing weather shall provide and maintain approved facilities for heating the materials and for protecting the Work.

1.5 ACCESS TO CONSTRUCTION SITE

- A. Whenever construction work is in progress or preparation, the Contractor shall permit access and inspection and shall provide proper and necessary facilities to representatives of the Owner, Engineer and regulatory agencies as specified in the Contract Documents.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

+ + END OF SECTION + +

SECTION 01011

LOCATION OF WORK

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The following description is provided for general information only, and may not represent the actual conditions to be encountered during the performance of the Work. The Contractor shall examine the Glenmere Lake Property in order to obtain an understanding of local and on-site conditions.
- B. The County of Orange and/or its Engineer will not be responsible for any deductions, interpretations or conclusions drawn by the Contractor as to the nature of the site or the efforts required to perform the Work, that differ from the written description or the apparent conditions as determined by an on-site visit.

1.2 ACCESS TO PROJECT SITE

- A. The Contractor's access to the project site shall be from Pine Hill Road. Access to the site shall be limited to the hours of operation as specified in the General and Supplementary Conditions. The Contractor shall arrange and limit all vehicle movements, material deliveries, and all other related activities to the prescribed hours of operation. Exception to this provision shall only be made with the expressed written permission of the Owner.

1.3 CONTRACT LIMITS

- A. The lands upon which the Work is to be performed, rights of way for access thereto, and such other lands which are designated for the use of the Contractor are presented on the Contract Drawings. For the purposes of these Contract Documents, the Contract Limits shall be as depicted on the Contract Drawings.
- B. For the purpose of providing utilities and related services (such as electric) it may be necessary for the Contractor to undertake work outside the Contract Limits. Such work areas shall be presented to the Owner for written approval prior to undertaking said work.

1.4 REFERENCE POINTS

- A. The Owner and Engineer shall provide established reference points which in the Owner's and Engineer's judgment are necessary to enable the Contractor to proceed with the Work. The Contractor shall be responsible for laying out the Work, and shall protect and preserve the established reference points. The Contractor shall report to the Engineer whenever any reference point is lost or destroyed, or requires relocation because of necessary changes in grade or location. The Contractor shall be responsible for replacement or relocation of such reference points by professionally qualified survey personnel licensed in the State of New York. The Contractor shall keep neat, legible notes of all measurements and calculations made while surveying and laying out the Work, and two copies of all notes shall be furnished to the Engineer during progress of the Work. The location of existing reference points and their elevation are shown on the Contract Drawings.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

+ + END OF SECTION + +

SECTION 01014

PROJECT COORDINATION

PART 1 - GENERAL

1.1 RECORDS

- A. Subcontractor List: The Contractor shall submit a complete list of proposed subcontractors identifying name, address, telephone number, contact, type of work to be subcontracted, dollar amount and M/WBE status. No subcontractors shall begin work without the written approval of the Owner and Engineer. This list shall be updated each time a new subcontractor is proposed.
- B. Uniform Contracting Questionnaire: Prior to a proposed subcontractor working on the project, the Contractor shall submit the complete, properly executed New York State Uniform Contracting Questionnaire, as appropriate and acceptable to the Owner and Engineer. A minimum of 2 weeks shall be required to review the Questionnaire.
- C. Updated Project Schedules: The Contractor shall submit updated project schedules monthly in accordance with Section 2, Paragraph 2.8 of the General Conditions.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 DESCRIPTION

- A. The Contractor shall be solely responsible for the coordination of schedules for all of his subcontractors. The Owner and Engineer shall review and approve all schedules and the Contractor shall coordinate all time schedules to be used for construction.
- B. The Contractor shall cooperate with the Owner's and Engineer's review of the project schedule and promptly furnish the Owner and Engineer with such data as may be requested and incorporate required revisions.
- C. The Contractor shall coordinate the letting of subcontracts, material purchases, delivery of materials, and sequence of operations to conform to the schedule and furnish proof of same as required by the Owner and Engineer.

+ + END OF SECTION + +

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SECTION 01072

REFERENCE STANDARDS

PART 1 - GENERAL

1.1 REFERENCE STANDARDS

- A. When a reference standard is specified, comply with requirements and recommendations stated in that standard, except when they are modified by the Contract Documents, or when applicable laws, ordinances, rules, regulations or codes establish stricter standards. The latest provisions of applicable standards shall apply to the Work, unless otherwise specified. Reference standards include, but are not necessarily limited to, the following:

AMCA	Air Moving and Conditioning Association, Inc.
AASHTO	American Association of State Highway and Transportation Officials.
ABMA	American Boiler Manufacturers Association
ACI	American Concrete Institute
ACIFS	American Cast Iron Flange Standards
AFBMA	Anti-Friction Bearing Manufacturers Association
AGA	American Gas Association
AGMA	American Gear Manufacturing Associations
AIA	American Institute of Architects
AIHA	American Industrial Hygiene Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
APA	American Plywood Association
API	American Petroleum Institute

ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASP	Analytical Services Protocol
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Associations
CFR	Code of Federal Regulations
CGA	Compressed Gas Association
CRSI	Concrete Reinforcing Steel Institute
CMAA	Crane Manufacturers Association of America
DIPRA	Ductile Iron Pipe Research Association
EEI	Edison Electric Institute
EJMA	Expansion Joint Manufacturers' Association
ELAP	Environmental Laboratory Approval Program
Fed Spec	Federal Specifications
FM	Factory Mutual
HMI	Hoist Manufacturers Institute
ICR	Industrial Code Rule
IEEE	Institute of Electrical and Electronic Engineers
IPCEA	Insulated Power Cable Engineers Association
MSHA	Mine Safety and Health Administration
NACE	National Association of Corrosion Engineers
NB	National Board of Boiler Pressure Vessels

NBS	National Bureau of Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NGWA	National Groundwater Association
NIOSH	National Institute for Occupational Safety and Health
NYCRR	New York Codes, Rules and Regulations
NYSDEC	New York State Department of Environmental Conservation
NYSDOH	New York State Department of Health
NYSDOL	New York State Department of Labor
NYSDOT	New York Department of Transportation
OSHA	Occupational Safety and Health Act
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
RMA	Rubber Manufacturers' Association
SMACCNA	Sheet Metal and Air Conditioning Contractors National Association
SPI	Society of the Plastics Industry
SSPC	Steel Structures Painting Council
STI	Steel Tank Institute
TSCA	Toxic Substance Control Act
USEPA	United States Environmental Protection Agency
UL	Underwriters Laboratory

- B. Contractor shall, when required, furnish evidence satisfactory to the Engineer that materials and methods are in accordance with such standards where so specified.

- C. In the event any questions arise as to the application of these standards or codes, copies shall be supplied on site by the Contractor.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

+ + END OF SECTION + +

SECTION 01150

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.1 SCOPE

- A. The Contractor shall prepare and submit to the Engineer for review and approval, a Schedule of Values. The Schedule of Values must be acceptable to the Engineer in form and content. The Schedule of Values, including any resubmittals as may be required, shall be submitted as specified in these Contract Documents.
- B. The Contractor shall make application for progress payments to the Engineer on a monthly basis in accordance with the Contract Documents.
- C. Measurement and Payment shall be in accordance with the Contract Documents and as specified herein.

1.2 SCHEDULE OF VALUES

- A. The Schedule of Values is an itemized list that establishes the value or cost of each part of the Work. The Schedule of Values shall be used as the basis for preparing progress payments and may be used as a basis for negotiations concerning additional work or credits which may arise during the construction.
- B. The Schedule of Values shall be prepared as specified in these Contract Documents.

1.3 MEASUREMENT AND PAYMENT

- A. Payment for the items included in this Contract shall be for the work actually performed and accepted, and according to the unit prices or lump sum prices listed in the bid sheets and as specified herein as shown on the Drawings or as directed by the Engineer.
- B. No payment will be made for lost, damaged, spoiled or broken tools, equipment, materials, etc. normally involved in the operation.
- C. Payment may at any time be withheld if the Work is not proceeding in accordance with the Contract, or, if in the judgment of the Engineer, the Contractor is not complying with the requirements of the Contract Documents.

- D. For the Contractor's complete performance of the Work, the Owner will pay, and the Contractor agrees to accept, subject to the terms and conditions of the Contract Documents, the lump sum prices or unit prices at which the Contract was awarded, plus or minus the amount required to be paid or credited for any extra work or work deleted as ordered by the Owner.
- E. The sum total for these items shall constitute full payment for the Work completed, tested and ready for use, including all Work required, but not specifically mentioned in the bid items, and also for all losses or damages arising out of the nature of the Work or from the action of the elements, or from any unforeseen difficulty encountered in the prosecution of the Work, and for all risks of every description connected with the Work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the Work herein specified, and for any actual or alleged infringement of patent, trademark or copyright, and for well and faithfully completing the Work as herein provided.
- F. The Contractor shall include with each partial payment request the following items, the inclusion of which shall be a prerequisite for the review of the application by the Engineer:
 - a. Certified payroll records
 - b. Affidavit attesting to the payment of subcontractors, suppliers, labor, equipment, material, services, etc.
 - c. Updated Monthly Progress Schedule
- G. The monthly estimate, as approved by the Engineer, will be considered approximate and no claim shall be made by the Contractor for additional payment based on any error in a periodic estimate. Final payment and adjustments, if necessary, shall be determined based on final documentation which shall be submitted to the Engineer as specified.
- H. Under this Contract, Contractor shall provide all labor, equipment and materials and shall complete all work as shown and described in the Contract Documents and as directed by Engineer, in accordance with the expressed intent of the contract to secure a complete construction of a functionally complete project. The following bid items shall together include all work set forth in the Contract Documents or required to properly complete the work. Any necessary work that is not described shall be considered included in the item to which it properly belongs. Where used in the Contract Documents, the word "including" ("includes", "include") shall mean "including (includes, include) but not restricted to."

Each item includes:

1. All labor, material, equipment, bonds and insurance, tests, adjustments, warranties, overhead, and other expenses required to perform the work.
2. All accessories, manuals, and services pertinent to the proper installation of materials and equipment.
3. All accessories, manuals, and services pertinent to the materials and equipment.

I. Lump Sum Items

1. The quantities of work performed under lump sum items shall not be measured except for the purpose of determining reasonable interim payments. Interim payments shall be made in accordance with the estimated value of work performed and found acceptable as determined by Engineer, or as specified in this section.
2. For all lump sum items, the Contractor shall provide a schedule of values. The schedule of values shall include a breakdown of major cost items included within the lump sum. The schedule of values shall be provided to Engineer prior to initiation of work.

J. Unit Price Items

1. Payments shall be made for unit items in accordance with the measurement methods set forth in this section or, where specified payment limits are unclear, as determined reasonable by Engineer, at the unit prices entered in the Bid Form. Interim measurements and/or payments may be adjusted to account for partially completed work.

K. Measurement for payment shall be made only for work that has been acceptably performed within the limits shown on the Drawings, as specified, or as directed by the Engineer.

L. The work of the Contact shall be paid in separate items as described below.

1.4 ENGINEER'S ESTIMATE OF QUANTITIES

A. The estimated quantities for unit price items, as listed in the Bid Schedule, are only approximate and are included solely for the purpose of comparison of Bids. The Engineer reserves the right to increase or

decrease any such quantity or to eliminate any quantity as the Engineer may deem necessary.

1.5 BID ITEMS

A. Mobilization and Demobilization (Bid Item No. 1)

1. Measurement for Bid Item No. 1 shall be measured as a complete unit (lump sum), for the Contractor to mobilize, maintain, demobilize and provide equipment and other items required to complete the Work and not specifically identified and paid for under other Bid Items. This Bid Item shall include the provision of all work and requirements acceptably performed as described in Division 1 of the Technical Specifications, unless included in other Bid Items, along with any other items not included in other payment items but necessary to complete the work. This Bid Item shall also include, but not be limited to, the following:
 - a. Development and submission of the Health and Safety Plan, Sampling Plan and Work Plan, and all other required submittals.
 - b. Permits, licenses and fees, insurance, bonds, and other expenses directly related to and required by the Contract Documents.
 - c. Furnishing, installing, maintaining and removing staging and storage areas and sanitary facilities.
 - d. Furnishing, installing, maintaining and removing temporary utilities, if required by the Contractor.
 - e. Underground utility survey.
 - f. Performance of selected clearing and grubbing as required to perform the work.
 - g. Furnishing, installing and removing decontamination station.
 - h. Furnishing, installing and removing stabilized construction entrance.
 - i. Furnishing and installing 12-foot wide swing gate at site entrance, if required by the Contractor, and near Building 8.
 - j. Furnishing, installing, maintaining and removing erosion and sediment controls.

2. The Contractor shall submit a bid breakdown for this payment item to the Engineer that shows the individual costs of each of the items specified and all items necessary to complete the Work. Approval by the Engineer of the bid breakdown shall be a prerequisite to payment.
3. Payment for Bid Item No. 1 shall be up to 40% of the lump sum amount bid for Bid Item No. 1 upon completion of mobilization to and preparation of the project site, as determined by the Engineer. The next 20% shall be paid upon 60% completion of the overall project. The remaining 40% shall be paid upon final site restoration and demobilization, as determined by the Engineer.

B. Health and Safety Services (Bid Item No. 2)

1. Measurement for Bid Item No. 2 shall be per work day the Health and Safety Plan (HASP) has been adhered to in the opinion of the Engineer beginning after satisfactory establishment of the exclusion zone and shall be considered completed when there is no longer an exclusion zone in the project area or at the end of the Contract Time specified in the Agreement, whichever is sooner. This Bid Item shall include the provision of all work and requirements acceptably performed as described in Sections 01651 (Health and Safety Plan) and 01658 (Equipment Decontamination) of the Technical Specifications, as shown on the Contract Drawings and as described in the Contractor's approved HASP, along with any other items not included in other payment items but necessary to complete the Work. This Bid Item shall also include, but not be limited to, the following:
 - a. Daily maintenance costs for health and safety, including all requirements of the HASP.
 - b. Providing a full time Health and Safety Officer (HSO) at the site.
 - c. Air monitoring, sampling and analysis and reporting during the project period.
 - d. Operating and maintaining all health and safety equipment and decontamination station.
 - e. Sampling, analyses, handling, and legal transportation and disposal of personal protective equipment (PPE) and decontamination wastes not specifically including in other Bid Items.

2. Payment for Bid Item No. 2 shall be the bid unit price per work day and shall be full payment for furnishing all labor, materials, equipment, services, incidentals, etc., to provide all health and safety services as detailed above and in the Contractor's approved HASP. All daily maintenance costs for health and safety are part of this bid item, including all requirements of the HASP. There shall be a 50% reduction in the payment for this bid item for each work day no work occurs in the exclusion zone and a 100% reduction in the payment for this bid item for each work day Contractor fails to adhere (in the opinion of the Engineer) to the HASP, or when work is not being completed at the site. Payments under this Bid Item shall be considered completed when there is no longer an exclusion zone in the project area or at the end of the Contract Time specified in the Agreement, whichever is sooner.

C. Storage Tank Removals (Bid Item No. 3)

1. Measurement for Bid Item No. 3 shall be measured as a complete unit (lump sum), for the provision of all work and requirements acceptably performed as described in Section 02115 (Storage Tank Removals) of the Technical Specifications and as shown on the Contract Drawings, along with any other items not included in other payment items but necessary to complete the Work. This Bid Item shall also include, but not be limited to, the following:
 - a. Preparation of all tank registrations, in accordance with applicable local, state and federal agencies.
 - b. Preparation of Tank Disposal Plan and Tank Closure Report.
 - c. Disconnection and removal of any potential on-site utilities and services, including all required coordination with the appropriate utility companies.
 - d. Demolition of concrete and other structures, as required to perform the work, including transportation and off-site disposal of generated construction and demolition debris.
 - e. Excavation to expose the underground storage tanks, including all handling, containerizing, labeling, sampling, testing, transporting and disposing off-site of soil.
 - f. Collection and analysis of samples from material within the tank.

- g. Implementing protective measures for existing structures, utilities or other features in close proximity to the ASTs/USTs that are not designated for removal.
 - h. Dust and odor control.
 - i. Provisions for protection of open excavations at the end of the work day.
 - j. Provisions for temporary legal storage of contaminated materials.
 - k. Other miscellaneous demolition and removal to complete the work.
 - l. Installation of demarcation layer material, as directed by the Owner and/or Engineer.
- 2. The Contractor shall submit a bid breakdown for this payment item to the Engineer that shows the individual costs of each of the items specified and all items necessary to complete the Work. Approval by the Engineer of the bid breakdown shall be a prerequisite to payment.
 - 3. Payment for Bid Item No. 3 shall be the lump sum amount bid for Bid Item No. 3 for furnishing all labor, materials, equipment, services, supplies, power, facilities, incidentals, etc., to satisfactorily complete all management, removal and proper disposal of the underground and aboveground storage tanks and associated piping as specified and detailed above, as determined by the Engineer.
- D. Storage Tank Removals – Nonhazardous Liquids/Sludge Disposal (Bid Item No. 3A)
- 1. Measurement for Bid Item No. 3A shall be measured as the actual gallons of nonhazardous liquid/sludge removed from the ASTs/USTs, handled, containerized, labeled, sampled, tested, manifested, and legally transported off-site and disposed of in accordance with all applicable laws and regulations and the requirements of the approved disposal facility. Bid Item No. 3A shall include the costs associated with handling, containerizing, labeling, sampling, testing, manifesting, and legally transporting and disposing of the nonhazardous liquid/sludge removed from the ASTs/USTs. The Contractor shall be required to provide certified disposal tickets, acceptable to the Engineer, showing the volume of each load.

2. Payment for Bid Item No. 3A shall be the bid unit price per gallon of nonhazardous liquid/sludge properly removed from the ASTs/USTs, and legally transported and disposed of at an approved facility, and shall be full payment for furnishing all labor, materials, equipment, services, incidentals, etc. to properly containerize, label, sample, test, manifest, and legally transport and dispose of nonhazardous liquid/sludge from the ASTs/USTs, not included in other payment items. Submittal of documentation satisfactory to the Engineer, certifying that the approved transporter and disposal facility were used, shall be required for payment.

E. Storage Tank Removals – Hazardous Liquids/Sludge Disposal (Bid Item No. 3B)

1. Measurement for Bid Item No. 3B shall be measured as the actual gallons of hazardous liquid/sludge removed from the ASTs/USTs, handled, containerized, labeled, sampled, tested, manifested, and legally transported off-site and disposed of in accordance with all applicable laws, and regulations and the requirements of the approved disposal facility. Bid Item No. 3B shall include the costs associated with handling, containerizing, labeling, sampling, testing, manifesting, and legally transporting and disposing of the hazardous liquid/sludge removed from the ASTs/USTs. The Contractor shall be required to provide certified disposal tickets, acceptable to the Engineer, showing the volume of each load.
2. Payment for Bid Item No. 3B shall be the bid unit price per gallon of hazardous liquid/sludge properly removed from the ASTs/USTs, and legally transported and disposed of at an approved facility and shall be full payment for furnishing all labor, materials, equipment, services, incidentals, etc. to properly containerize, label, sample, test, manifest, and legally transport and dispose of hazardous liquid/sludge from the ASTs/USTs, not included in other payment items. Submittal of documentation satisfactory to the Engineer, certifying that the approved transporter and disposal facility were used, shall be required for payment.

F. Storage Tank Removals - Soil Disposal (Bid Item No. 3C)

1. Measurement for Bid Item No. 3C shall be measured as the actual tons of soil removed, as directed by the Engineer and/or Owner, from above or below the ASTs/USTs, handled, containerized, labeled, sampled, tested, manifested, and legally transported off-site, and disposed of in accordance with all applicable laws and regulations and the requirements of the approved disposal facility. The Contractor shall be required to provide certified tickets,

acceptable to the Engineer, showing the weight in tons of each load.

2. Payment for Bid Item No. 3C shall be the bid unit price per ton of soil properly removed as directed by the Engineer and/or Owner from above or below the ASTs/USTs, and legally transported and disposed of at an approved facility, and shall be full payment for furnishing all labor, materials, equipment, services, incidentals, etc. to properly containerize, label, sample, test, manifest, and legally transport and dispose of soil as directed by the Engineer and/or Owner from above or below the ASTs/USTs, not included in other payment items. Submittal of documentation satisfactory to the Engineer, certifying that the approved transporter and disposal facility were used, shall be required for payment.

G. Demarcation Layer (Bid Item No. 4)

1. Bid Item No. 4 shall be bid unit price for each square yard of geotextile demarcation layer material furnished and installed at the base and sidewalls of completed excavation areas, as directed by the Engineer or Owner. This Bid Item shall include the provisions of all applicable work and requirements acceptably performed as described in Section 02540 (Aggregates and Geotextile) of the Technical Specifications, along with any other payment items, but necessary to complete the work. Measurement shall be based on the Engineer's review of Contractor's submitted documentation.
2. Payment for Bid Item No. 4 shall be per square yard of geotextile demarcation layer installed within the limits of work, as directed by the Engineer, and shall be full payment for furnishing all labor, materials, services, incidentals, etc., to satisfactorily furnish and install all geotextile demarcation materials as specified and detailed above. Payment shall be based on the Engineer's review of Contractor's documentation.

H. Backfill and Compaction (Bid Item No. 5)

1. Measurement for Bid Item No. 5 shall be per ton of general fill materials furnished, installed, backfilled, compacted (including moisture control) and tested within areas which were excavated as directed by the Engineer and/or Owner, and which were excavated to perform the storage tank removal. This Bid Item shall include the provision of all applicable work and requirements acceptably performed as described in Sections 01652 (Sampling Plan) and 02200 (Backfill and Compaction) of the Technical Specifications, as shown on the Contract Drawings and as detailed in the Contractor's approved Sampling Plan, along with any other items not included in

other payment items but necessary to complete the Work. Measurement shall be based on the Engineer's review of the weigh tickets from the Contractor's supplier. This Bid Item shall also include, but not be limited to, the following:

- a. Collection and analysis of general fill samples for approval of source of supply.
 - b. Preparation of subgrade material.
 - c. Dust and odor control.
 - d. Grading.
 - e. In-place density and moisture tests.
2. Payment for Bid Item No. 5 shall be the bid unit price per ton of general fill delivered to the site, placed, compacted, tested and accepted and shall be full payment for furnishing all labor, materials, equipment, services, incidentals, etc., to satisfactorily complete all backfill and compaction work as specified, as shown on the Drawings and as directed by the Engineer and/or Owner. Payment shall be based on the Engineer's review of Contractor's weigh tickets.

I. Site Restoration (Bid Item No. 6)

1. Measurement for Bid Item No. 6 shall be per square yard of topsoil and seed placed within the limits of the work. This Bid Item shall include the provision of all applicable work and requirements acceptably performed as described in Section 01652 (Sampling Plan) and 02490 (Site Restoration) of the Technical Specifications and as shown on the Contract Drawings, along with any other items not included in other payment items but necessary to complete the Work. Measurement shall be based on the Engineer's review of Contractor's documentation. This Bid Item shall also include, but not be limited to, the following:
 - a. Collection and analysis of pre-characterization, topsoil samples.
 - b. Preparation of subgrade material.
 - c. Dust and odor control.
 - d. Final site fine grading.
 - e. Establishment of seeded areas.

- f. Watering of seeded areas.

The in-place thickness of topsoil shall be no less than six inches, with no allowance for settlement or loss on compaction. The in-place thickness shall be confirmed after completion of the work by the Contractor digging test holes, as directed by the Engineer, by hand, with a shovel, to the general fill layer. The size of the hole shall not exceed one foot in diameter. The thickness of the lift shall be measured against a straight edge used to span the test hole. The test holes shall be backfilled and hand tamped.

- 2. Payment for Bid Item No. 6 shall be the bid unit price per square yard of topsoil and seed placed within the limits of work and shall be full payment for furnishing all labor, materials, equipment, services, incidentals, etc., to satisfactorily complete all site restoration work as specified and detailed above. Payment shall be based on the Engineer's review of Contractor's documentation.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

+ + END OF SECTION + +

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SECTION 01311
PROJECT MEETINGS

PART 1 - GENERAL

1.1 PRE-CONSTRUCTION MEETING

- A. No later than 20 days after the effective date of the Agreement, and prior to mobilizing to the site, a pre-construction meeting shall be attended by the Contractor. At a minimum, Contractor's Project Manager, Superintendent and Health and Safety Coordinator shall attend the meeting and, if necessary, subcontractor(s) shall also attend. This pre-construction meeting will be conducted by the Engineer and Owner, and will include an overview of the construction activities that will be performed at the site, and a review of the responsibilities of the Engineer and Contractor. This meeting will be held at a location set by the Owner.
- B. As specified in other sections of this Specification, the Contractor is required to submit plans, shop drawings and other documents pertaining to the Work prior to the pre-construction meeting. Procedures and processing of submittals, substitutions, change orders, applications for payment, proposals, field changes and Contract closeout will be discussed. Contractor's schedule will also be reviewed.
- C. The pre-construction meeting will also address specific requirements of the Owner, including the limitations of use of the available facilities by the Contractor and the access of the Owner to the Work.

1.2 PROGRESS MEETINGS

- A. Progress meetings will be held once every week that Work is performed at the site.
- B. The purpose of the progress meetings will be to discuss Work progress, plan work activities for the upcoming week and discuss any unanticipated site conditions encountered.
- C. The Engineer shall conduct the progress meetings. The Contractor shall be responsible for attending all progress meetings.
- D. The following is the suggested agenda for progress meetings:
 - 1. Review and approval of minutes of previous meeting.
 - 2. Review of work progress since the previous meeting.

3. Field observations, problems, conflicts.
 4. Problems which impede construction and proposed corrective actions.
 5. Review of delivery and submittal schedules.
 6. Revisions to the construction schedule.
 7. Anticipated progress during the succeeding work period.
 8. Coordination of schedule.
 9. Maintenance of construction quality, and health and safety standards.
 10. Identification of pending changes and substitutions and review of pending changes for effect on construction and project completion date.
 11. Other matters, as appropriate.
- E. Contractor personnel must attend each progress meeting and shall include, at a minimum, Contractor's Superintendent.
- F. If required by the Owner or Engineer, a representative of any subcontractor, supplier or manufacturer used by the Contractor shall attend any requested progress meetings.
- G. It is anticipated that in addition to the Engineer and Contractor personnel, the progress meetings may be attended by representatives of the Owner and the NYSDEC.
- H. All progress meetings will be held in a location specified by the Owner.
- I. Site inspections may be performed as a component of the progress meetings.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

+ + END OF SECTION + +

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. All temporary facilities and controls shall be provided in the manner and by the Contractor as designated herein.
- B. The Contractor shall initiate, establish and maintain use of each temporary facility, including sanitary facilities and potable water, throughout the performance of construction work and until the date of acceptance of construction by the Owner unless specifically directed otherwise by the Owner.
- C. The Contractor shall install, operate, maintain and protect temporary facilities and utilities in a manner which will be safe, non-hazardous, sanitary and protective of persons and property. Temporary facilities shall be located within the contract limits and adjacent to the staging area for equipment, materials and supplies, and in accordance with the Contractor's Work Plan (see Section 01653).
- D. The Contractor shall be responsible for the operation and maintenance of all systems and temporary facilities to assure that necessary services are provided without disruption.
- E. The Contractor shall coordinate and install all temporary facilities and controls in accordance with the requirements of the local authorities and utility companies having jurisdiction and in accordance with all federal, state and local codes, laws and regulations.
- F. At the completion of the construction work, or when the temporary facilities and controls are no longer required, subject to the approval of the Owner, the temporary facilities and controls shall be removed and the facilities restored to their original conditions by the Contractor.
- G. All costs in connection with the temporary facilities and controls including but not limited to, installation, maintenance, relocation and removal shall be borne by the Contractor at no additional cost to the Owner.
- H. All facilities, equipment and utilities furnished under this section shall be provided and maintained in good working order at all times.

1.2 TEMPORARY UTILITIES

A. Temporary Electrical Facilities:

1. Electrical power is not available for use by the Contractor at the site. The Contractor shall not be required to install and set up temporary electrical service as part of this Contract. If the Contractor shall require temporary electric service to perform the work, the following items shall apply:
 - a. Contractor shall submit the following for approval by Engineer prior to installation:
 - 1) Site plan locating padmount transformers, metering, related conduit and wiring for the temporary electrical facilities system.
 - 2) Copies of all utility company correspondence.
 - 3) Service capacity and electrical load of the facility.
 - b. Work Included: Temporary work shall include the following:
 - 1) Furnish and install temporary electrical facilities system.
 - 2) Furnish and pay for all labor, material and equipment for the installation of the temporary electrical services facility system. The installation shall comply with all applicable requirements of the National Electrical Code and any other codes or bodies having jurisdiction, including the local utility company.
 - 3) Furnish and pay for all labor, material and equipment for the maintenance of the temporary electrical facilities system.
 - 4) Furnish and pay for labor, materials and equipment for removing all temporary electrical facilities.
 - c. The Contractor shall be responsible for all electrical usage charges (energy and demand costs) related to the temporary electrical system. Payments shall be made according to the local utility company requirements on the basis of utility bills.
 - d. Requirements: Temporary electrical facilities system shall be as herein specified, and shall be provided no later than

45 days after the date of Notice to Proceed with Construction.

e. Temporary Electric Service Point:

- 1) Contractor shall furnish and install the local utility company metering equipment, distribution circuit breakers or fused switches, panelboards, poles for overhead lines, wire and conduit as required for the temporary electrical facilities. All work shall conform to the requirements of the local utility company, the National Electrical Safety Code and the National Electrical Code.
- 2) Distribution circuit breakers or fused switches shall be furnished and installed for disconnection and overcurrent protection of the temporary electrical facilities fed from the service point.
- 3) At the completion of construction, as determined by the Owner, the Contractor shall remove the temporary electric service point equipment in its entirety including all overhead lines and poles, wire and conduit.

B. Temporary Water:

1. Municipal water is not available at the site. The Contractor shall make potable water available as needed at the site for consumption by site personnel and for the performance of all construction operations.
2. The Contractor shall be responsible for supplying and storing potable water. The Contractor shall be required to obtain the Engineer's approval of the sources of all water delivered to and used at the site, prior to delivery and use.

C. Sanitary Facilities:

1. The Contractor shall provide a suitable number of self-contained sanitary facility toilet units for use by the Engineer, Owner and each Contractor's personnel.
2. Sanitary facilities shall be maintained on a regular basis by the Contractor and when directed by Engineer.

3. The Contractor shall provide separate facilities for male and female personnel.

D. Trash Disposal:

1. Contractor shall make arrangements for off-site disposal of trash not less than weekly. All garbage and miscellaneous material collected during performance of the Work shall be properly disposed. Prior to being sent off-site, all trash must be temporarily staged on-site in an orderly manner acceptable to the Owner and Engineer.

1.3 FIRST AID

- A. Contractor shall furnish and keep on the site, at each location where work is in progress, a completely equipped first aid kit and shall provide ready access thereto at all times when personnel are employed on the Work.

1.4 PROTECTION OF WORK AND MATERIALS

A. Protection Requirements:

1. During the progress of the Work and up to the date of Final Completion, the Contractor shall be solely responsible for the care and protection of all Work and materials covered by the Contract. In order to prevent damage, injury or loss, actions shall include, but not be limited to, the following:
 - a. Store apparatus, materials, supplies, and equipment in an orderly, safe manner that will not unduly interfere with the progress of the Work or the work of any others.
 - b. Provide suitable storage facilities for all materials which are subject to injury by exposure to weather, theft, breakage, or otherwise.
 - c. Place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work.
 - d. Clean up daily all refuse, rubbish, scrap materials, and debris caused by Contractor's operations, to the end that at all times the site of the Work shall present a safe, orderly and workmanlike appearance.
 - e. Provide barricades and guard rails around openings, for scaffolding, for temporary stairs and ramps, around

excavations, elevated walkways and other dangerous areas as deemed necessary by the Owner.

2. The Contractor shall protect the existing Work and material from damage by his/her workmen and shall be responsible for repairing any such damage at no additional cost to the Owner.
3. The Contractor shall protect trees, shrubbery and other natural features or structures scheduled to be protected from being cut, trimmed or injured during completion of the Work, except as specified herein and as shown on the Contract Drawings.
4. All Work and materials shall be protected in accordance with the requirements of the Contract Documents and as specified and directed by the Owner.

B. Maintenance of Egress:

1. During the course of construction Work, the Contractor shall maintain and keep free of debris, materials or equipment points of egress from the site.

C. Protection of On-site Utilities:

1. Underground utilities are defined to include, but not be limited to, all sewer, water, gas, and other piping, manholes, wells, electrical and signal conduits, and other existing subsurface work located within or adjacent to the limits of the Work.
2. The locations of all utilities shown on the Contract Drawings are based on available in-house information furnished by the Owner and utility companies and public agencies with lines and property in the vicinity of the proposed work areas and are not guaranteed to be complete or accurate. The Contractor shall obtain utility markouts on all public and private properties in accordance with all local and state requirements where work under this Contract is to be performed. Prior to any excavation or construction, the Contractor shall notify the Owner, all utility companies and applicable agencies and request a markout of their lines and properties in the field in the area of the proposed work. In addition, on the project site (outside of public right-of-way), the Contractor shall provide the services of an independent utility markout service subcontractor qualified to locate and mark out all utilities in the vicinity of the work using the appropriate equipment and methods available prior to construction.

3. Prior to any excavation, in addition to utility location and markouts performed by the Contractor, local and state required services and the independent markout service subcontractor, the Contractor shall accurately locate existing utilities by probing test holes and excavating test pits where existing underground utilities are known to exist in the vicinity of the new work and at maximum intervals of 25 feet along the route or within the area of the proposed work. The Contractor shall prepare an as-built drawing of all underground utilities encountered while constructing test pits and/or test hole probes for use in performance of the work under this contract.
 4. Schedules for maintenance of utility markouts on public and private property shall be consistent with New York State law throughout the duration of the Contract.
 5. During construction/excavation, the Contractor shall locate each utility by hand digging methods prior to the use of mechanical excavation equipment. During construction/excavation, if the Contractor encounters evidence of suspected unmarked utilities, such as magnetic tape or other underground markers, the Contractor shall promptly determine the location of the suspected utility, if any, before proceeding with the work. The Contractor shall cooperate with the Owner and the utility companies involved to avoid delay or interference of service normally performed by their lines and properties.
 6. The Contractor shall take extreme caution against damaging utilities when excavating, sheeting and backfilling, during construction of test probes and test pits and while performing the work required under this Contract.
 7. The Contractor shall be responsible for all costs associated with pre-project construction utility survey(s)/markout(s), the construction of the test holes and test pit work, and utility as-builts for this project, as well as protection and hand digging operations to verify location of all utilities during construction.
- D. Protection of Surface Structures: All existing surface facilities, including but not limited to guard rails, posts, fences, guard cables, signs, poles, markers, and curbs, which are temporarily removed to facilitate the Work shall be replaced and restored to their original condition at Contractor's expense, except as shown and specified on the Contract Drawings.

E. Protection of Products:

1. Control traffic to prevent damage to equipment, materials and surfaces.
2. Provide covering to protect equipment and materials from damage.

F. Protection from Flood:

1. The Contractor shall not allow any areas of the Work to flood. The Contractor shall keep all existing and new facilities within his/her Work area free of all accumulations of water.

1.5 STAGING AREAS, PARKING, STORAGE AND WORK AREAS

A. Contractor's Staging Areas:

1. An area designated for the Contractor's staging area is shown on the Contract Drawings. The layout for the area shall be as provided and shown in the Contractor's Work Plan (see Section 01653).
2. The Contractor shall provide and maintain a drainage system, approved by the Engineer, such that no ponding of water shall occur in the staging area and adjacent areas during the Contract period.
3. Following substantial completion of the Contract, the area shall be leveled, drained, graded and restored by the Contractor, as directed by the Engineer and the Owner.

B. Parking, Storage and Work Areas:

1. The Contractor shall maintain suitable parking and storage areas for use acceptable to the Owner and the Engineer on and/or off the project site.
2. Contractor shall utilize the specified work area designated by the Owner.
3. No Contractor shall claim exclusive occupancy of areas within or adjacent to the limits of work under this Contract. The Owner and its employees shall also have access to these areas.
4. Following substantial completion of the Contract, the area shall be leveled, drained, graded and restored by the Contractor, as directed by the Engineer and the Owner.

1.6 SECURITY

- A. Contractor shall safely guard all Work, materials, equipment and property from loss, theft, damage and vandalism. Contractor's duty to safely guard property shall include the Owner's property and other private property from injury or loss in connection with the performance of the Work.

1.7 CONTRACT LIMITS

- A. The lands upon which the Work is to be performed, rights of way for access thereto, and such other lands which are designated for the use of the Contractor are presented on the Contract Drawings. For the purposes of these Contract Documents, the Contract Limits shall be as depicted on the Contract Drawings.
- B. For the purpose of providing and connecting to utilities, if required, it will be necessary for the Contractor to undertake work outside the Contract Limits. Such work areas shall be presented to the Engineer for written approval prior to undertaking said work. The Contractor shall be required to apply for and obtain all permits and approval from the utility companies, Town of Chester, County of Orange and State of New York.
- C. The Contractor shall restore any and all existing above ground and below ground structures within the Contract Limits and on public and privately owned property which are removed, damaged or in any way altered by the Contractor. The existing structures shall be restored to existing conditions as part of completion of the Work.
- D. Access to the portion of the site where work is taking place shall be restricted at all times to authorized Contractor, Owner, Engineer and NYSDEC personnel.

1.11 TEMPORARY FENCING

- A. The Contractor shall furnish all labor, materials, supplies, equipment, power, facilities and incidentals necessary to install a temporary 6-foot high chain link fence and gate to secure the unfenced perimeter of all staging, parking and storage areas, as specified herein and as directed by the Owner.
- B. The Contractor shall submit shop drawings of the temporary fencing showing layout, details of construction and erection of temporary fence, gate and accessories in accordance with the submittal procedures specified in the General and Supplementary Conditions.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

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SECTION 01560

ENVIRONMENTAL CONTROLS

PART 1 – GENERAL

1.1 DESCRIPTION

- A. The Contractor shall furnish all labor, materials, equipment and incidentals necessary to perform all Work required for environmental protection in accordance with all federal, state and local laws and regulations, and as directed by the Owner and the Engineer. For the purpose of these Specifications, environmental protection is defined as the retention of the environment in its natural state to the greatest extent possible during the Work. Environmental protection includes protection of air, water and land resources, and involves elimination of noise, dust, vapors, solid waste management and management of other pollutants. This shall also include the protection of ecological resources and habitat.
- B. The Contractor shall provide and maintain methods, equipment, and temporary construction, as necessary to provide controls over environmental conditions at the construction site and adjacent areas. Remove physical evidence of temporary facilities at completion of Work.
- C. All waste resulting from Work activities shall be removed and disposed at an approved facility at no additional cost to the Owner in accordance with applicable federal, state and local laws and regulations, and the requirements of this Contract. The Contractor, prior to requesting final acceptance of the Work, shall remove such materials from each work area.
- D. Disposal in and adjacent to the site of any debris, wastes, effluents, trash, garbage, oil, grease, chemical, etc., resulting from the Work will not be permitted. If any waste material is placed in unauthorized areas, the Contractor shall remove the waste and restore the area to its original condition. If necessary, soil contaminated from such unauthorized disposal operation shall be excavated, disposed as directed by the Engineer and the Owner, replaced with general fill, compacted and restored in accordance with these Specifications, or as directed by the Engineer and the Owner, at no additional cost to the Owner.
- E. The Contractor shall take all necessary measures to control the release of dust, odors and vapors. These measures will be employed at the Contractor's expense following approval by the Engineer.

- F. The Contractor shall take all necessary measures, as approved by the Engineer, to minimize interference with or disturbance of fish and wildlife.
- G. The Contractor shall not pollute any surface waters or groundwater with fuels, oils, bitumens, calcium chloride, acids, insecticides, herbicides or other harmful materials.

1.2 NOISE CONTROL

- A. Contractor's vehicles and equipment shall be installed and operated such as to minimize noise to the greatest degree practicable. Noise levels shall conform to the latest OSHA standards and local codes. In no case, will noise levels be permitted which interfere with work of others or nearby residential areas.

1.3 DUST CONTROL

- A. The Contractor shall take all necessary measures to prevent the migration of dust off-site due to the Work activities. No liquids other than potable water shall be used for dust control.
- B. The Contractor shall monitor for dust in accordance with Section 01651, Health and Safety Plan and the Contractor's approved Health and Safety Plan.

1.4 WATER CONTROL

- A. The Contractor shall schedule and conduct all Work in a manner that will prevent the erosion of soils and release of soils and water from the Work area. Control measures shall be provided, such as diversion channels, berms, sedimentation or filtration systems, silt fences or other special surface treatments as required to prevent the release of soils and water, and silting, muddying and contamination of drainage ways, storm water collection systems and recharge basins. All control measures shall be in place in each area prior to performing Work.
- B. Contractor shall provide methods to control surface water and water from excavation structures to prevent damage to the Work, the site, or adjoining properties.
 - 1. Control fill, grading and ditching to direct water away from excavations, pits, tunnels and other construction areas; and to direct drainage to proper runoff courses so as to prevent any erosion, damage or nuisance.
- C. Provide, operate and maintain equipment and facilities of adequate size to control surface water.

- D. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the site or to adjoining areas and in conformance with all environmental requirements.
- E. Any discharge of drainage water shall comply with New York State Department of Environmental Conservation State Pollutant Discharge Elimination System (SPDES) requirements found at 6 NYCRR Part 750.

1.5 POLLUTION CONTROL

- A. The Contractor shall provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.
- B. The Contractor shall provide equipment and personnel and perform emergency measures required to contain any spillages and to remove contaminated soils or liquids resulting from the Contractor's operations.
 - 1. Excavate and dispose of any contaminated earth off-site, and replace with suitable compacted fill and topsoil.
- C. The Contractor shall take special measures to prevent harmful substances from entering public waters.
 - 1. Prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams, or in sanitary waste or storm water disposal structures.
- D. The Contractor shall provide systems for control of atmospheric pollutants.
 - 1. Prevent toxic concentrations of chemicals.
 - 2. Prevent dispersion of harmful pollutants into the atmosphere.
- E. All Contractor's equipment used during construction shall conform to all current federal, state and local laws and regulations.

1.6 EROSION CONTROL

- A. The Contractor shall plan and execute construction work and earthwork by methods to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation.
 - 1. Hold the areas of bare soil exposed at one time to a minimum.

2. Provide temporary control measures such as berms, dikes and drains, as specified on the Contract Drawings and as required by applicable federal, state and local codes and regulations.
- B. Periodically inspect earthwork to detect any evidence of the start of erosion and apply corrective measures as required to control erosion.

1.7 ECOLOGICAL RESOURCES CONTROL

- A. The Contractor is cautioned that Glenmere Lake contains one of the largest known populations of northern cricket frogs (*Acris crepitans*) in Orange County and possibly in the state of New York.
- B. New York State has assigned the northern cricket frog a rank of S2, imperiled in New York because of its rarity, and a status of E, Endangered. In addition, it has been assigned a global rank of G5, demonstrably secure globally, but may be rare in parts of its range.
- C. The Contractor shall be required to erect temporary drift fence around the work area prior to site mobilization to prevent cricket frog access to the work area. The drift fence shall be maintained by the Contractor throughout construction activities. Failure to properly maintain the fencing shall result in the work being immediately stopped until the drift fence is reestablished.
- D. Temporary drift fence shall be installed as shown on the Contract Drawings and as described below:
1. The top of the fence must be at least 3' 6" above existing grade.
 2. Fencing must be angled away from work zone approximately 15 degrees (i.e., the stakes should be battered 15 deg. when installed).
 3. A flap of drift fencing must be left loose at the top of the fencing. The flap must be at least 12" and should be flapped on the side away from the work zone to create a vertical barrier.
 4. Toe of the fencing must be properly backfilled as per typical silt fencing installation.
- E. The Contractor shall distribute a cricket frog fact sheet (see Figure 1) to all employees and any Subcontractors prior to the performance of the work. The Contractor shall maintain additional copies of the fact sheet on-site at all times.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

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NORTHERN CRICKET FROG FACT SHEET

Prepared by
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Identification and Description - The northern Cricket frog (*Acris crepitans*), is listed as a state endangered species by the New York State Department of Environmental Conservation. This small frog averages 5/8 to 1 and 3/8 inches (1.6-3.5 cm) in snout to vent length. Its record size is 1 and 3/8 inches (3.5 cm - see photos).

Cricket frogs have two basic dorsal colors which are generally brick red or orange and/or metallic forest green and brown, but depending upon temperature and humidity they may also appear light gray, dark gray or some shade of brown. Cricket frogs have a dark triangle or bold V-shaped spot between their eyes. They have a dark stripe on their thighs that may be ragged along the edges. The head and snout are short and blunt. The webbing on their hind feet extends out to the second, longest toe. The skin on the back and legs is rough and granular which aids to preserve body moisture for upland terrestrial movements. They have poorly developed toe-pads on their hands and feet.



The two color phases of the northern cricket frog (*Acris crepitans*).

Voice and Life History

Their vocal call is audible for a great distance from the breeding pond or lake. It sounds like two stones or pebbles being slowly clicked together, but its tone and pitch speeds up towards the end of the call. Males often call during the day not only to attract a female, but also for territory spacing and communication with other frogs in the population. It is not uncommon to hear several dozen to over one hundred individuals calling during the peak of the June and July breeding season. The northern cricket frog is a semi-aquatic species, equipped with strong, powerful hind legs which enable it to jump 26 times



A red phase adult northern cricket frog. Notice the granular skin on the dorsal surface of the body. Their thick, rough skin helps them maintain body moisture on their upland forays away from water.

its own body length. Its ability to jump so far enables it to flee from predators. They often move to upland edges of ponds and streams to forage on small insects and other invertebrates. They hide in moist grass and leaves on the forest floor. After the late Spring or early Summer breeding season, cricket frogs use grassy, shrubby wetlands during the warm summer and Fall months. These are one of the last frogs to emerge from hibernation in the northeast, and breeding does not peak until late May or June.

The adult males begin calling to attract mates and will sometimes do so through August on warm days with high humidity. Male northern cricket frogs often call from floating lily pads or matted aquatic vegetation in the water. They vocalize during the day as well as at night to attract a female. One adult male and female cricket frog attach small, gelatinous grape-like clusters of eggs on twigs or the stems of aquatic vegetation in the water. Fertilization by the male is external and a single female may deposit from 75 to 175 small eggs in the water. Breeding typically occurs in lakes or ponds, but they may also use slow moving streams, vernal pools and artificial human-made ponds such as gravel pits and retention basins. Cricket frogs use both permanent and temporary bodies of water to lay their eggs.

Worker Guidelines and Instructions - If a cricket frog is seen within the fenced work area, the on-site Project Foreman or Supervisor should be contacted immediately. A Wildlife Expert should capture and remove the frog from the work area. The NYSDEC should be contacted if any frogs are accidentally killed.

SECTION 01651

HEALTH AND SAFETY PLAN

PART 1 – GENERAL

1.1 DESCRIPTION

- A. The following section describes the minimum health and safety requirements for the Work, including the requirements for the development of a Health and Safety Plan (HASP) by the Contractor. The Contractor's HASP must comply with all applicable federal, state and local laws and regulations protecting human health and the environment from the hazards posed by the Work. Prior to submittal, the Contractor's HASP shall be sealed and signed by a Certified Industrial Hygienist (CIH). The CIH shall certify that the Health and Safety Plan has been prepared in accordance with all local, state and federal guidance and minimum requirements specified herein.
- B. The Engineer shall review and comment on the Contractor's HASP for compliance with these specifications only. The Contractor shall resubmit the HASP, addressing all review comments from the Engineer. The HASP shall govern all work performed for this contract. The Contractor shall not initiate work until an accepted HASP addressing all comments has been issued.
- C. The Contractor is responsible and liable for all impacts of the work (on-site or off-site) that affect the health and safety of all personnel and individuals in the surrounding community. Consistent disregard for the provisions set forth in the HASP shall be deemed just and sufficient cause for immediate stoppage of work and/or termination of the Contract or any Subcontract without compromise or prejudice to the rights of the Owner or the Engineer.
- D. All requirements pertaining to 29 CFR 1910.120 specified herein shall be followed, at a minimum, during all Work activities involving the disturbance of on-site soil at the site.

1.2 BASIS

- A. The Occupational Safety and Health Administration (OSHA) Standards and Regulations contained in Title 29, Code of Federal Regulations, Parts 1910 and 1926 (29 CFR 1910 and 1926) and subsequent additions and/or modifications, the New York State Labor Law Section 876 (Right-to-Know Law), the Standard Operating Safety Guidelines by the United States Environmental Protection Agency (EPA), Office of Emergency and

Remedial Response and the Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities (NIOSH, OSHA, USCG, and EPA) provide the basis for the health and safety program. Additional specifications within this Section are in addition to OSHA regulations and reflect the positions of both the EPA and the National Institute for Occupation Safety and Health (NIOSH) regarding procedures required to ensure safe operations at hazardous waste sites.

- B. The health and safety of the public and project personnel and the protection of the environment shall take precedence over cost and schedule considerations for all project Work. Any additional costs may be considered only after the cause for suspension of operations is addressed and Work is resumed. The Engineer's on-site representative and the Contractor's Superintendent shall be kept apprised by the Contractor's Safety Officer (SO), of conditions which may adversely affect the health and safety of project personnel and the community.
- C. The cost of work stoppage due to health and safety is the responsibility of the Contractor under this Contract.

1.3 HEALTH AND SAFETY DEFINITIONS

The following definitions shall apply to the Work of this Contract:

- A. Project Personnel: Project personnel include the Engineer, the Engineer's On-site Representatives, Contractor, Subcontractors and Owner Representatives, working or having official business at the Project Site.
- B. Authorized Visitor: Authorized visitors who work for the State of New York shall receive approval to enter the Project Site from the Owner. The Safety Officer has primary responsibility on determining who is qualified and may enter the Project Site. The Project Site Safety Officer shall only allow authorized visitors with written proof that they have been medically certified and trained in accordance with 29 CFR 1910.120 to enter the Project Site when work activities at the site require such certification and training.
- C. Health and Safety Coordinator (HSC): The HSC shall be the Contractor's on-site person who shall be responsible for the development and implementation of the HASP.
- D. Safety Officer (SO): The SO shall be the Contractor's on-site person who shall be responsible for the day-to-day implementation and enforcement of the HASP.

- E. Health and Safety Technicians (HST): The HST(s) shall be the Contractor's on-site personnel who shall assist the SO in the implementations of the HASP, in particular, with air monitoring in and at the perimeter of active work areas and maintenance of safety equipment.
- F. Medical Consultant (MC): The MC is a physician retained by the Contractor who shall be responsible for conducting physical exams as specified under the Medical Monitoring Programs in this section.
- G. Project Site: The area of Work activities, as defined in the Contract Documents.
- H. Engineer's on-site representative: The Engineer's representative assigned responsibility and authority by the Engineer for day-to-day field surveillance duties.
- I. Work: Work includes all labor, materials and other items that are shown, described or implied in the Contract and includes all extra and additional work and material that may be ordered by the Engineer and/or Owner.
- J. Monitoring: The use of direct reading field instrumentation to provide information regarding the levels of gases and/or vapor which are present during remedial action. Monitoring shall be conducted to evaluate employee exposures to toxic materials and hazardous conditions. Monitoring is the responsibility of the Contractor.
- K. Affected Work Activities: All work involving the disturbance of on-site soil, building materials and debris which must be completed in accordance with 29 CFR Part 1910.120.

1.4 RESPONSIBILITIES

- A. The Engineer shall be responsible for the following:
 - 1. Reviewing the HASP for conformance with the requirements of the Specifications.
 - 2. Reviewing modifications to the HASP.
- B. The Contractor shall be responsible for performing all Work required by the Contract Documents in a safe and environmentally acceptable manner. The Contractor shall provide for the safety of all project personnel and the community for the duration of the Contract.

C. The Contractor shall:

1. Employ an SO who shall be assigned full-time responsibility for all tasks herein described under this HASP. In the event the SO cannot meet his/her responsibilities, the Contractor shall be responsible for obtaining the services of an "alternate" SO meeting the minimum requirements and qualifications contained herein. No work shall proceed on this project in the absence of an approved SO.
2. Ensure that all project personnel have obtained the required physical examination prior to and at the termination of work covered by the Contract.
3. Be responsible for the pre-project indoctrination of all project personnel with regard to the HASP and other safety requirements to be observed during Work, including but not limited to, potential hazards, personal hygiene principles, personal protection equipment, respiratory protection equipment usage and fit testing, and emergency procedures dealing with fire and medical situations.
4. Be responsible for the implementation of this HASP, and the Emergency Response/Contingency Procedures.
5. Provide and ensure that all project personnel are properly clothed and equipped and that all equipment is kept clean and properly maintained in accordance with the manufacturer's recommendations or replaced as necessary.
6. Alert appropriate emergency services before starting any hazardous work and provide a copy of the Emergency Response/Contingency Procedures to the respective emergency services.
7. Have sole and complete responsibility of safety conditions for the Project, including safety of all persons, including employees.
8. Be responsible for protecting the project personnel and the general public from hazards due to the exposure, handling and transport of contaminated materials. Barricades, lanterns, roped-off areas and proper signs shall be furnished in sufficient amounts and locations to safeguard the project personnel and public at all times.
9. Ensure all OSHA health and safety requirements are met.

10. Maintain a chronological log of all persons entering the Project Site. It shall include organization, date, and time of entry and exit. Each person must sign in and out.

PART 2 - PRODUCTS

2.1 HEALTH AND SAFETY PLAN

- A. The following outlines HASP requirements which must be followed, at a minimum, during all work involving the disturbance of on-site soil, building materials and debris at the site. The Contractor's HASP shall, in addition, be suitable for providing health and safety during the other work to be completed at the site, which may not be subject to the HASP requirements under 29 CFR Part 1910.120. The HASP shall address, at a minimum, the following items in accordance with 29 CFR 1910.120(i)(2):
 1. Health and Safety Organization including resumes of all personnel responsible for health and safety.
 2. Project Site Description and Hazard Assessment.
 3. Training.
 4. Medical Surveillance.
 5. Project Site Control.
 6. Standard Operating Safety Procedures and Engineering Controls.
 7. Personal Protective Equipment (PPE).
 8. Personnel Hygiene and Decontamination.
 9. Equipment Decontamination.
 10. Air Monitoring.
 11. Emergency Equipment/First Aid Requirements.
 12. Emergency Responses/Contingency Procedures.
 13. Confined-Space Entry Procedures.
 14. Heat and Cold Stress.
 15. Record Keeping.

16. Community Protection Plan.

- C. The following sections describe the requirements of each of the above-listed elements of the HASP.

PART 3 - EXECUTION

3.1 HEALTH AND SAFETY ORGANIZATION

- A. The Contractor shall provide in the HASP a safety organization chart with specific names and responsibilities. Resumes of all individuals responsible for health and safety shall be included in the HASP. At a minimum, the Contractor shall provide the services of a HSC, SO, HST and a MC.
- B. Health and Safety Coordinator: The HSC must have a minimum of two years experience in hazardous waste site remediation or related industries and have a working knowledge of federal and state occupational health and safety regulations. The HSC must be familiar with air monitoring techniques and the development of health and safety programs for personnel working in potentially toxic atmospheres. In addition to meeting the above requirements the HSC shall have the following responsibilities:
1. Responsibility for the overall development and implementation of the HASP.
 2. Responsibility for the initial training of on-site workers with respect to the contents of the HASP.
 3. Availability during normal business hours for consultation by the SO.
 4. Availability to assist the SO in follow-up training and if changes in Project Site conditions occur.
- C. Safety Officer: The designated SO must have, at a minimum, two years of experience in the remediation of hazardous waste sites or related field experience. The SO must have formal training in health and safety and be conversant with federal and state regulations governing occupational health and safety. The SO must be certified in CPR and first aid and have experience and training in the implementation of personal protection and air monitoring programs. The SO must have "hands-on" experience with the operation and maintenance of real-time air monitoring equipment. The SO must be thoroughly knowledgeable of the operation and maintenance of air-purifying respirators (APR) and supplied-air respirators (SAR)

including SCBA and airline respirators. In addition to meeting the above qualifications, the SO shall be responsible for the following:

1. Implementation, enforcement, and monitoring of the HASP.
 2. Pre-construction indoctrination and periodic training of all on-site personnel with regard to the HASP and other safety requirements to be observed during construction, including:
 - a. Potential hazards.
 - b. Personal hygiene principles.
 - c. PPE.
 - d. Respiratory protection equipment usage and fit testing.
 - e. Emergency procedures dealing with fire and medical situations.
 - f. Conducting daily update meetings in regard to health and safety.
 3. Alerting the Engineer's on-site representative prior to the Contractor starting any particular hazardous work.
 4. Informing project personnel of the New York State Labor Law Section 876 (Right-to-Know Law).
- D. Health and Safety Technicians: The HST must have one year of hazardous waste site or related experience and be knowledgeable of applicable occupational health and safety regulations. The HST must be certified in CPR and first aid. The HST shall be under direct supervision of the SO during on-site work. The HST must be familiar with the operations, maintenance and calibration of monitoring equipment used in this remediation. An HST shall be assigned to each work crew or task in potentially hazardous areas.
- E. Medical Consultant: The Contractor is required to retain a MC who is a physician, certified in occupational medicine. The physician shall have experience in the occupational health area and shall be familiar with potential site hazards of remedial action projects. The MC shall also be available to provide annual physicals and to provide additional medical evaluations of personnel when necessary.

3.2 PROJECT SITE DESCRIPTION AND HAZARD ASSESSMENT

- A. The Contractor shall perform a hazard assessment to provide information to assist in selection of PPE and establish air monitoring guidelines to protect on-site personnel, the environment and the public. The Contractor shall include a general description of the Project Site, its location, past history, previous environmental sampling results and general background on the conditions present at the Project Site in the HASP.
1. Chemical Hazards: A qualitative evaluation of chemical hazards shall be based on the following:
 - a. Nature of potential contaminants;
 - b. Location of potential contaminants at the Project Site;
 - c. Potential for exposure during Project Site activities; and
 - d. Effects of potential contaminants on human health.
 2. Biological Hazards: A qualitative evaluation of biological hazards consisting of the elements listed for chemical hazards.
 3. Physical Hazards: The Contractor shall assess the potential for physical hazards affecting personnel during the performance of on-site work.
- B. The Contractor shall develop a hazard assessment for each Project Site task and operation established in the HASP.

3.3 TRAINING

- A. OSHA Training (For All Affected Work, minimum)
1. The Contractor is responsible to ensure that all project personnel have been trained in accordance with OSHA 1910.120 regulations.
 2. The Contractor shall ensure that all employees are informed of the potential carcinogenic, teratogenic and mutagenic hazards of toxic chemicals associated with working at the Project Site.
 3. The Contractor shall be responsible for, and guarantee that, personnel not successfully completing the required training are not permitted to enter the Project Site to perform work.

B. Safety Meetings

1. The SO shall conduct daily safety meetings that shall be mandatory for all Contractors' personnel. The meetings shall provide refresher courses for existing equipment and protocols, and shall examine new Project Site conditions as they are encountered.
2. Additional safety meetings shall be held on an as-required basis.
3. Should any unforeseen or site-peculiar safety-related factor, hazard or condition become evident during the performance of Work at this Project Site, the Contractor shall bring such to the attention of the SO in writing as quickly as possible for resolution. In the interim, the Contractor shall take prudent action to establish and maintain safe working conditions and to safeguard employees, the public and the environment.

3.4 MEDICAL SURVEILLANCE

- A. The Contractor shall utilize the services of a Physician to provide the minimum medical examinations and surveillance specified herein. The name of the Physician and evidence of examination of all Contractor and Subcontractor on-site personnel shall be kept by the SO.
- B. Contractor and Subcontractor project personnel involved in this project shall be provided with medical surveillance prior to onset of the Work. Immediately at the conclusion of this Project, and at any time there is suspected excessive exposure to substances that would be medically detectable, all project personnel shall be medically monitored.
- C. Physical examinations are required for:
 1. Any and all personnel entering hazardous or transition zones or performing work that require respiratory protection.
 2. All Contractor personnel on Project Site who are dedicated or may be used for emergency response purposes.
 3. Contractor supervisors entering hazardous or transition zones or on site for more than 16 hours during the length of the Contract.
- D. Physical examinations are not required for people making periodic deliveries provided they do not enter hazardous or transition zones.
- E. In accordance with good medical practice, the examining Physician or other appropriate representative of the Physician shall discuss the results

of such medical examination with the individual examined. Such discussion shall include an explanation of any medical condition that the Physician believes required further evaluation or treatment and any medical condition which the Physician believes would be adversely affected by such individual's employment at the Project Site. A written report of such examination shall be transmitted to the individual's private physician upon written request by the individual.

- F. The examining Physician or Physician group shall notify the SO in writing that the individual has received a medical examination and shall advise the SO as to any specific limitations upon such individual's ability to work at the Project Site that were identified as a result of the examination. Appropriate action shall be taken in accordance to the physicians report.
- G. The physical examination shall also include, but not be limited to, the following minimum requirements:
 - 1. Complete blood profile;
 - 2. Blood chemistry to include: chloride, CO₂, potassium, sodium, BUN, glucose, globulin, total protein, albumin, calcium, cholesterol, alkaline phosphatase, triglycerides, uric acid, creatinine, total bilirubin, phosphorous, lactic dehydrogenase, SGPT, SGOT;
 - 3. Urine analysis;
 - 4. "Hands on" physical examination to include a complete evaluation of all organ systems including any follow-up appointments deemed necessary in the clinical judgment of the examining physician to monitor any chronic conditions or abnormalities;
 - 5. Electrocardiogram;
 - 6. Chest X-ray (if recommended by examining physician in accordance with good medical practice);
 - 7. Pulmonary function;
 - 8. Audiometry - To be performed by a certified technician, audiologist, or physician. The range of 500 to 8,000 hertz should be assessed.
 - 9. Vision screening - Use a battery (TITMUS) instrument to screen the individual's ability to see test targets well at 13 to 16 inches and at 20 feet. Tests should include an assessment of muscle balance, eye coordination, depth perception, peripheral vision, color discrimination and tonometry.

10. Tetanus booster shot (if no inoculation has been received within the last five years); and
11. Complete medical history.

3.5 PROJECT SITE CONTROL

A. Security

1. Security shall be provided and maintained by the Contractor as specified in Section 01500, Temporary Facilities and Services.
2. The Contractor shall be responsible for maintaining a log of security incidents and visitor access granted.
3. The Contractor shall require all personnel having access to the Project Site to sign-in and sign-out, and shall keep a record of all Project Site access.
4. All approved visitors to the Project Site shall be briefed by the SO on safety and security, provided with temporary identification and safety equipment, and escorted throughout their visit.
5. Project Site visitors shall not be permitted to enter the hazardous work zone unless approved by the Owner with appropriate Project Site access agreement.
6. The Project Site shall be posted, "Warning Hazardous Work Area - Do Not Enter Unless Authorized" during the completion of Affected Work.

B. Project Site Control

1. The Contractor shall provide the following Project Site control procedures in the HASP as a minimum:
 - a. A Project Site map;
 - b. A map showing Project Site work zones;
 - c. The use of a "buddy system"; and
 - d. Standard operating procedures or safe work practices.

3.6 STANDARD OPERATING SAFETY PROCEDURES, ENGINEERING CONTROLS

A. General SOP

1. Work areas in hazardous zones (i.e., Affected Work) shall be delineated on the Project Site with appropriate caution tape or flagging.
2. The Contractor shall ensure that all safety equipment and protective clothing is kept clean and well maintained.
3. All prescription eyeglasses in use on this project shall be safety glasses and shall be compatible with respirators. No contact lenses shall be allowed on Project Site.
4. All disposable or reusable gloves worn on the Project Site shall be approved by the SO.
5. During periods of prolonged respirator usage in contaminated areas during the completion of Affected Work, respirator filters shall be changed upon breakthrough. Respirator filters shall always be changed daily.
6. Footwear used shall be covered by rubber overboots or booties during the completion of Affected Work. Boots or booties shall be washed with water and detergents to remove dirt and contaminated sediment before leaving the hazardous work zone.
7. All PPE used on Project Site during the completion of Affected Work shall be disposed of at the end of the work day. The SO shall be responsible for ensuring all PPE is properly disposed.
8. All respirators shall be individually assigned and not interchanged between workers.
9. Contractor, Subcontractor and service personnel unable to pass a fit test as a result of facial hair or facial configuration shall not enter or work in an area that requires respiratory protection.
10. The Contractor shall ensure that all project personnel shall have vision or corrected vision to at least 20/40 in one eye.
11. On-site personnel found to be disregarding any provision of the HASP shall, at the request of the SO, be barred from the Project Site.

12. Used disposable outerwear, such as coveralls, gloves and boots, shall not be reused. Used disposable outerwear shall be removed upon leaving the hazardous work zone during the completion of Affected Work and shall be placed inside disposable containers provided for that purpose. These containers shall be stored at the Project Site at the designated staging area and the Contractor shall be responsible for proper disposal of these materials at the completion of the project. This cost shall be borne by the Contractor.
13. Protective coveralls that become torn or badly soiled shall be replaced immediately.
14. Eating, drinking, chewing gum or tobacco, smoking, etc., shall be prohibited in the hazardous work zone during the completion of Affected Work.
15. All personnel shall thoroughly cleanse their hands, face, forearms and other exposed areas prior to eating, smoking or drinking.
16. No alcohol, firearms or drugs (without prescriptions) shall be allowed on the Project Site at any time.
17. All personnel who are on medication should report it to the SO who shall make a determination whether or not the individual shall be allowed to work and in what capacity. The SO may require a letter from the individual's personal physician stating what limitations (if any) the medication may impose on the individual.

B. Engineering Controls - Air Emissions

1. The Contractor shall provide all equipment and personnel necessary to monitor and control air emissions. In the HASP the Contractor shall identify the manufacturer and model number of all air monitoring equipment to be used at the Project Site.

3.7 PERSONAL PROTECTIVE EQUIPMENT

A. General

1. The Contractor shall provide all project personnel with the necessary safety equipment and protective clothing, taking into consideration the potential exposures at the Project Site. The Contractor shall supply the Engineer's on-site personnel (average two people for the project duration) with PPE in accordance with

the approved HASP. At a minimum, the Contractor shall supply all project personnel with the following:

- a. Two (2) sets of work clothing to include work shirts, work pants and leather steel-toed work boots. Other clothing and outer garments shall be required dependent upon weather conditions (e.g., insulated coveralls and winter jacket);
- b. Sufficient disposable coveralls;
- c. One pair splash goggles;
- d. Chemical-resistant outer and inner gloves;
- e. Rubber overshoes (to be washed daily);
- f. Hard hat;
- g. One full-face mask with appropriate canisters. The Engineer shall supply his/her own full-face mask. The Contractor shall supply the appropriate canisters to all on-site project personnel, including the Engineer.

B. Levels of Protection

1. In the HASP the Contractor shall provide a separate section which discusses the personnel protective equipment (PPE) to be used.
2. The HASP shall identify the different levels of PPE (e.g., Level A, B, C and D) to be used for each phase of the Project. A comprehensive list of the equipment constituting each level of PPE shall be provided including outer wear, gloves, respirators, boots, hard hat, communication devices, etc. The list shall include the name, model number and manufacturer of each item for each level of PPE.
3. The training required for individuals to be qualified to use each level of PPE shall be identified in the HASP.
4. The criteria for selection of PPE shall be described. The discussion on criteria for selection of PPE shall include respirator requirements that correspond to specific action levels for contaminants in ambient air. The procedure for identifying respiratory hazardous shall be specified in the HASP and the individual responsible for monitoring and evaluating ambient air concentrations for respirator use shall be identified.

5. The levels of PPE to be used for confined space entry shall be identified in the HASP.

C. Safety Equipment Specifications

1. Prior to purchasing any equipment or supplies required by this HASP, the Contractor shall notify the Engineer of the type, model and manufacturer/supplier of that particular safety equipment.

D. Disposable Coveralls

1. The Contractor shall provide, as necessary, protective coveralls for all project personnel each day with extra sets provided for authorized visitors. The coveralls shall be of the disposable type made of material that shall protect against substances it is used for.

E. Hard Hat

1. The Contractor shall provide and maintain one hard hat per person on the Project Site, including authorized visitors. The hard hats shall comply with OSHA Health and Safety Standards (29 CFR 1910.135).

F. Face Shields

1. The Contractor shall provide and maintain one face shield per person on the Project Site. The face shields shall be of the full face type meeting OSHA Health and Safety Standards (29 CFR 1910.133) and shall have brackets for mounting on hard hats. Hard hats and face shields shall be from the same manufacturer to ensure proper fit and shall be manufactured/supplied by Bullard, Norton, or other appropriate manufacturers.

G. Full Face Organic Vapor Respirator

1. The Contractor shall provide and maintain a dedicated air-purifying organic vapor respirator per person working in the hazardous work zone. The respirator shall be of the full-face canister type with cartridges appropriate for the respiratory hazards. Respirators and cartridges shall be MSHA/NIOSH approved. The Contractor shall inspect and maintain respirators and canisters in accordance with OSHA regulations (29 CFR 1910.134) and in accordance with manufacturer's instructions. The Contractor shall ensure that proper fit testing training and medical surveillance of respirator users is in accordance with OSHA regulations (29 CFR 1910.134).

H. Gloves (Outer)

1. The Contractor shall supply a minimum of one pair of gloves per person in areas where skin contact with hazardous material is possible. Work gloves shall consist of nitrile (NCR) or Neoprene material. Other gloves may be selected if required based on the potential chemical present. Cotton liners shall be provided by the Contractor during cold weather.

I. Gloves (Inner)

1. The Contractor shall supply Latex or equivalent surgical gloves to be worn inside the outer gloves.

J. Boots (Inner)

1. The Contractor shall supply one pair of safety shoes or boots per workman and shall be of the safety-toe type meeting the requirements of 29 CFR 1910.136.

K. Boots (Outer)

1. The Contractor shall provide and maintain one pair of overshoes for the on-site person entering a hazardous work zone. The overshoes shall be constructed of rubber and shall be 12 inches high minimum.

- L. No visitors shall be allowed to enter the contaminated area if they do not have their medical certification and training certificate. Authorized visitors shall be provided with suitable PAPR respirators and instructions on the proper use of respirators, as required, whenever entering the work area.

3.8 PERSONNEL HYGIENE AND DECONTAMINATION

A. Portable "Boot Wash" Decontamination Equipment

1. The Contractor shall provide a portable decontamination station, commonly referred to as a "Boot Wash" facility, for each hazardous work zone requiring decontamination for project personnel. These facilities shall be constructed to contain spent wash water, contain a reservoir of clean wash water, a separate entrance and exit to the decontamination platform, with the equipment being mobile, allowing easy transport from one hazardous work zone to the next. All such wash water shall be disposed of at the Contractor's expense. An appropriate detergent shall be used.

B. Personnel Decontamination

1. The Contractor shall provide full decontamination facilities at all hazardous zones. Decontamination facilities must be described in detail in the HASP.

C. Disposal of Spent Clothing and Material

1. Contaminated clothing, used respirator cartridges and other disposable items shall be put into drums/containers for transport and proper disposal in accordance with federal, state and local laws and regulations.
2. Containers/55-gallon capacity drums shall conform to the requirements of 40 CFR Part 178 for Transportation of Hazardous Materials. These containers/drums shall be transported by the Contractor.
3. The Contractor is responsible for the proper container packaging, labeling, transporting and disposal.

3.9 EQUIPMENT DECONTAMINATION

A. General

1. All equipment and material used in this Project shall be thoroughly washed down in accordance with established federal and state procedures before it is removed from the Project Site. All contaminated debris, decontamination water, clothing, etc. that cannot be decontaminated shall be disposed at the Contractor's expense by a method permitted by appropriate regulatory agencies. All vehicles and equipment used in the hazardous work zone shall be decontaminated to the satisfaction of the Engineer prior to leaving the Project Site. The Contractor shall certify, in writing, that each piece of equipment has been decontaminated prior to removal from the Project Site.
2. Decontamination shall take place within the designated decontamination area. The decontamination shall consist of degreasing (if required), followed by high-pressure, hot-water cleaning, supplemented by detergents as appropriate. Wash units shall be portable, high-pressure with a self-contained water storage tank and pressurizing system as required. Each unit shall be capable of heating wash waters to 180 degrees Fahrenheit and providing a nozzle pressure of 150 psi.

3. Personnel engaged in vehicle decontamination shall wear appropriate clothing and equipment as directed by the on-site SO and in accordance with the approved HASP. If the Contractor cannot or does not decontaminate tools or equipment at the completion of the project to the satisfaction of the Engineer, the Contractor shall dispose of any equipment which cannot be decontaminated satisfactorily and shall bear the cost of such tools and equipment and its disposal without any cost to the Owner. At the completion of the project, the Contractor shall completely decontaminate and clean the decontamination area.

B. Decontamination Station

1. The Contractor shall construct a decontamination station as described in Section 01658 and the Contract Drawings. The decontamination station shall be located in the Project Site with the approval of the Engineer.

3.10 AIR MONITORING PROGRAM

A. General

1. The Contractor shall develop, as part of the HASP, an air monitoring program (AMP). The purpose of the AMP is to determine that the proper level of PPE is used, to document that the level of worker protection is adequate, and to assess the migration of contaminants to off-site receptors as a result of Project Site Work. This AMP shall be developed and implemented in accordance with NYSDEC Division of Environmental Remediation (DER-10) Technical Guidance for Site Investigations and Remediation dated November 2009.
2. The Contractor shall supply all personnel, equipment, facilities and supplies to develop and implement the AMP. Equipment to be maintained on-site at all times during Affected Work shall include at a minimum: three (3) photoionization detectors and three (3) real-time aerosol monitors.
3. The Contractor's AMP shall include both real-time and documentation air monitoring (personal and air sampling as needed). The purpose of real-time monitoring shall be to determine if an upgrade (or downgrade) of PPE is required while performing on-site work and to implement engineering controls, protocols or emergency procedures if Contractor-established action levels are encountered.

4. During the progress of active remedial Work, the Contractor shall monitor the quality of the air in and around each active hazardous operation with real-time instrumentation prior to personnel entering these areas. Monitoring at the Project Site shall be conducted on a continuous basis. Any departures from general background shall be reported to the SO prior to entering the hazardous work zone. The SO shall determine when and if operations should be shut down.
5. Air monitoring equipment shall be operated by personnel trained in the use of the specific equipment provided and shall be under the control of the SO. A log of the location, time, type and value of each reading and/or sampling shall be maintained. Copies of log sheets shall be provided on a daily basis to the Engineer.

B. Real-Time Monitoring

1. Real-time monitoring shall be conducted using the following equipment:
 - a. Organic vapor photoionizers shall be MiniRAE 3000 portable handheld VOC monitors, as manufactured by RAE Systems, Inc., San Jose, California 95134, or approved equal. The Contractor shall provide one MiniRAE 300 for each and every hazardous work zone operation. At a minimum, at all times during construction, three (3) photoionization detectors shall be maintained in perfect operating condition on the Project Site.
 - b. Total particulates shall be measured using real-time aerosol monitors. At a minimum, at all times during construction and drilling, three (3) ambient air aerosol monitors shall be maintained in perfect operating condition on the Project Site. The monitors shall be capable of measuring dust concentrations down to 0.01 mg/m^3 . The monitors shall be DataRAM 4 Model DR-4000 portable particle sizing aerosol monitoring/data logger, as manufactured by Monitoring Instrumentation for the Environment, Inc., Bedford, Massachusetts 01730, or approved equal.
 - c. The instruments shall be calibrated daily according to the procedures in the manufacturers' owner's manuals.
2. Real-time monitoring shall be conducted in the area of any excavation or disturbance of contaminated soil on a continuous basis.

3. Real-time monitoring shall also be conducted at perimeter locations including an upwind (background) and a downwind location. A background reading shall be established daily at the beginning of the work shift. If the wind direction changes during the course of the day, a new background reading shall be made. Downwind readings at the perimeter shall be made when Contractor action levels have been exceeded at the excavation face or at a minimum of twice a day.
4. If Contractor-established action levels are exceeded at the perimeter location for organic vapor or fugitive dust, work must be suspended and engineering controls must be implemented to bring concentrations back down to acceptable levels.

C. Action Levels

1. The Contractor is responsible for developing Project Site action levels for organic vapors and/or inorganic species.
2. The SO, Contractor and their personnel shall be responsible for implementing, maintaining and enforcing the respirator program.
3. In addition to these on-site action levels, the following action levels shall be established for work area and perimeter monitoring of particulates. If the following levels are detected at half the distance between the work zone and the property line, then work shall cease until engineering controls bring levels down to acceptable limits. These levels are general and shall be used as minimum action levels. The Contractor shall develop site-specific perimeter monitoring action levels based on contaminants found in the work areas.

Parameter	Action Level
Total particulates	2.5 times background and greater than 150 mg/m ³

D. Community Air Monitoring

1. Real-time air monitoring, for volatile compounds and particulate levels at the perimeter of the work area is necessary. The plan must include the following:
 - a. Volatile organic compounds must be monitored at the downwind perimeter of the work area on a continuous basis

during Affected Work. If total organic vapor levels exceed 5 ppm above background, work activities must be halted and monitoring continued under the provisions of 3.10(B) and 3.10 (C) of this Section. All readings must be recorded and be available for Engineer's review.

- b. Particulates should be continuously monitored upwind, downwind and within the work area at temporary particulate monitoring stations during Affected Work. If the downwind particulate level is 150 ug/m^3 greater than the upwind particulate level, then dust suppression techniques must be employed. All readings must be recorded and be available for Engineer's review.
2. If the ambient air concentration of organic vapors exceeds 5 ppm above background at the perimeter of the work area, activities shall be halted and monitoring continued. If the organic vapor level decreases below 5 ppm above background, work activities can resume. If the organic vapor levels are greater than 5 ppm over background but less than 25 ppm over background at the perimeter of the work area, activities can resume provided:
 - a. The organic vapor level 200 feet downwind of the work area or half the distance to the nearest residential or commercial structure, whichever is less, is below 5 ppm over background.
3. If the organic vapor level is above 25 ppm at the perimeter of the work area, activities must be shutdown. When work shutdown occurs, downwind air monitoring as directed by the SO shall be implemented to ensure that vapor emission does not impact the nearest residential or commercial structure at levels exceeding those specified herein.
4. If any organic levels greater than 5 ppm over background are identified 200 feet downwind from the work area or half the distance to the nearest residential or commercial property, whichever is less, all work activities must be halted.
5. If, following the cessation of the work activities, or as the result of an emergency, organic levels persist above 5 ppm above background 200 feet downwind or half the distance to the nearest residential or commercial property from the work area, then the air quality must be monitored within 20 feet of the perimeter of the nearest residential or commercial structure (20 Foot Zone).

6. If efforts to abate the emission source are unsuccessful and if levels greater than 10 ppm persist for more than 30 minutes in the 20 Foot Zone, then activities provided in Section 3.10.3(G) of this Section shall be followed.
7. Upon activation, the following activities shall be undertaken:
 - a. All Emergency Response Contacts as listed in the Health and Safety Plan shall go into effect.
 - b. The local police authorities shall immediately be contacted by the SO and advised of the situation.
 - c. Frequent air monitoring shall be conducted at 30 minutes intervals within the 20 Foot Zone. If two successive readings below action levels are measured, air monitoring may be halted or modified by the SO.

3.11 EMERGENCY EQUIPMENT AND FIRST AID REQUIREMENTS

A. Communications

1. Emergency numbers, such as police, sheriff, fire, ambulance, hospital, NYSDEC, USEPA, NYSDOH (New York State Department of Health) and utilities, applicable to this Project Site, including the Village of Florida Water Treatment Plant, shall be prominently posted at the Project Site.
2. The Contractor shall establish a signaling system for emergency purposes.

B. Emergency Shower and Emergency Eye Wash

1. The Contractor shall supply and maintain one portable eyewash/body wash facility. The facility shall have a minimum water capacity of 10 gallons and shall conform to OSHA regulations 29 CFR 1910.151.

C. Fire Extinguishers

1. The Contractor shall supply and maintain at least one fire extinguisher at the site and one in the hazardous work zone. The fire extinguisher shall be a 20-pound Class ABC dry fire extinguisher with UL-approval per OSHA Safety and Health Training Standards 29 CFR 1910.157.

D. First Aid Kit

1. The Contractor shall supply and locate at the site and in the hazardous work zone one 24-unit (minimum size) "industrial" or "Contractor" first aid kit, required by OSHA requirements 29 CFR 1910.151.

E. Emergency Inventory

1. In addition to those items specified elsewhere, the SO shall maintain the following inventory of equipment and protective clothing for use at the Project Site in the event of emergencies:
 - a. Washable coveralls;
 - b. Gloves (outer);
 - c. Gloves (inner);
 - d. SCBA;
 - e. Escape SCBA (authorized visitor use);
 - f. Face shields;
 - g. Safety glasses;
 - h. Respirators and appropriate cartridges;
 - i. Disposable coveralls;
 - j. Chemical-resistant boots and latex boot covers;
 - k. Hard hats;
 - l. Bottled breathing air; and
 - m. Rain suits.

3.12 EMERGENCY RESPONSES/CONTINGENCY PROCEDURES

A. Daily Work

1. During the progress of work, the Contractor shall monitor the quality of the air in and around all affected work prior to personnel entering these areas. Sampling shall be conducted on a continuous basis.

Based on the air monitoring data, the proper level of protection shall be chosen by the SO.

B. Emergency Vehicle Access

1. In the event that emergency services vehicles (police, fire, ambulance) need access to a location which is blocked by the working crew operations, those operations (equipment, materials, etc.) shall be immediately moved to allow those vehicles access. Emergency crews shall be briefed as to Project Site conditions and hazards by the SO. All vehicles and personnel shall be decontaminated prior to leaving the Project Site.
2. The Contractor shall schedule a Project Site briefing with the local Fire Department at the completion of mobilization to familiarize emergency response personnel with operations and Project Site layout.

C. Personal Injury Response Plan

1. In cases of personal injuries, the injured person or the crew personnel in charge shall notify the SO. The SO shall assess the seriousness of the injury, give first aid treatment if advisable, consult by telephone with a physician if necessary, and arrange for hospitalization if required. The SO shall arrange for an ambulance if required.
2. If soiled clothing cannot be removed, the injured person shall be wrapped in blankets for transportation to the hospital.
3. Personnel, including unauthorized personnel, having skin contact with chemically contaminated liquids or soils shall be flushed with water after any wet or soiled clothing has been removed.
4. These personnel should be observed by the SO to ascertain whether there are any symptoms resulting from the exposure. If there is any visible manifestation of exposure such as skin irritation, the project personnel shall refer to a consulting physician to determine whether the symptoms were the result of a delayed or acute exposure, a secondary response to exposure such as skin infection, or occupational dermatitis. All episodes of obvious chemical contamination shall be reviewed by the SO in order to determine whether changes are needed in work procedures.

D. Route to the Hospital

1. The Contractor shall include in the HASP and post in conspicuous places at the Project Site a map with written directions to the nearest hospital or emergency medical treatment facility.

E. Fire Service

1. The Contractor shall make arrangements to take immediate fire fighting and fire protection measures with the local Fire Chief. If there is a fire, the crewmen or their person in charge shall immediately call the SO. The SO shall immediately call the fire personnel.
2. The air downwind from any fire or explosion shall be monitored immediately in order to protect workers and the nearby community. If personal injuries result from any fire or explosion, the procedures outlined in the Personal Injury Response Plan are to be followed.

F. Master Telephone List

1. The master telephone list below shall be completed and prominently posted at the site. The list shall have telephone numbers of all project personnel, emergency services including hospital, fire, police and utilities. In addition, two copies with telephone numbers are to be given to the Engineer and Owner for emergency reference purposes.

<u>Emergency Service</u>	<u>Telephone Number</u>
Fire Department	911
Police Department	911
Ambulance	911
Hospital/Emergency Care Facility	911
Poison Control Center	800-222-1222
Chemical Emergency Advice	800-424-9300
Orange County	845-291-3000
Orange County Department of Health	845-291-2332
NYSDEC	518-402-9662
New York State Department of Health	866-881-2809
Village of Florida Water Treatment	845-651-7630

3.13 CONFINED SPACES

- A. The Contractor shall include a description of their Confined Space Program (CSP) within the HASP. As part of the HASP, the Contractor shall include documentation that project personnel have been trained in accordance with OSHA 1910.146 regulations. In addition to training documentation, the confined space program must include a pre-entry hazard evaluation consisting of but not limited to oxygen levels, volatile gasses and particulates, and must identify proper level of PPE to be used. An emergency response plan, including a discussion of equipment (hoists, SCBA's) in place to retrieve personnel in cases of emergency, must also be included.

3.14 STRESS MONITORING

- A. Heat Stress
 - 1. Project Site personnel who wear protective clothing allow body heat to be accumulated with an elevation of the body temperature. Heat cramps, heat exhaustion and heat stroke can be experienced, which, if not remedied, can threaten life or health. Therefore, an American Red Cross Standard First Aid book or equivalent shall be maintained on the Project Site at all times so that the SO and Project Site personnel shall be able to recognize symptoms of heat emergencies and be capable of controlling the problem.
 - 2. The HASP shall include procedures for preventing, monitoring, evaluating signs of and responding to heat stress.
- B. Cold Stress
 - 1. The HASP shall include procedures for preventing, monitoring, evaluating signs of and responding to cold stress.

3.15 LOGS, REPORTS AND RECORD KEEPING

- A. Safety Log
 - 1. The Contractor's SO shall maintain a bound safety logbook. The log shall include all health and safety matters on the Project Site and include, but not be limited to, the following information:
 - a. Date and weather conditions on the Project Site;
 - b. A description of the proposed work for the day;
 - c. Times when Project Site personnel arrive and depart;

- d. Air monitoring data;
- e. Heat and/or cold stress monitoring data;
- f. Decontamination procedures;
- g. Type and calibration of air sampling/monitoring equipment used;
- h. Safety meeting summaries; and
- i. Accidents.

A. Emergency or Accident Report

- 1. Any emergency or accident shall be reported immediately to the SO. The Engineer and Owner shall also be notified. The Contractor shall submit a written report immediately, but no later than 24 hours of its occurrence. The report shall include, but not be limited to, the nature of the problem, time, location, areas affected, manner and methods used to control the emergency, sampling and/or monitoring data, impact, if any, to the surrounding community, and corrective actions the Contractor shall institute to minimize future occurrences. All spills shall be treated as emergencies.

B. Daily Work Report

- 1. The Contractor shall maintain a daily work report that summarizes the following:
 - a. Work performed;
 - b. Level of protection;
 - c. Air monitoring results (for affected work);
 - d. Safety-related problems; and
 - e. Corrective actions implemented.

3.16 POSTING REGULATIONS

- A. During the completion of Affected Work, the Contractor shall post signs at the perimeter of the Limits of Work that state "Warning, Hazardous Work Area, Do Not Enter Unless Authorized." In addition, a notice directing visitors to sign in shall be posted at the Project Site.

- B. Safety regulations and safety reminders shall be posted at conspicuous locations throughout the project area. The main safety emphasis is on preventing personal contact with gases, soils, sludge and water.

+ + END OF SECTION + +

SECTION 01652
SAMPLING PLAN

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This Section specifies requirements for sampling and analysis of waste characterization samples, general backfill and topsoil samples.
- B. The Contractor shall prepare and submit a site-specific Sampling Plan (SAP) in accordance with the requirements of this section of the Specifications and as directed by the Engineer and Owner.
- C. The SAP shall provide a comprehensive description of the procedures to be used for collection and analysis of all waste generated and requiring characterization during the Work and collection and analysis of all backfill samples. The SAP shall include, but not necessarily be limited to, procedures for sample collection, labeling, preservation, storage, Chain of Custody requirements and shipping; sample analysis including analytical methods and quality assurance/quality control; and data reduction, validation and reporting.
- D. In preparing and submitting the SAP, the Contractor shall comply with the submittal requirements specified in the General Conditions.

1.2 PLAN CONTENT

- A. The SAP must include, at a minimum, the information specified below, presented in the sequence it appears below:
 - 1. The number and type of each sample to be collected and analyzed. The SAP shall include a chart reflecting the number of samples to be collected, matrices, sample containers, holding times, time from which holding times shall be measured, preservation techniques, analytical protocols to be used and anticipated QA/QC samples to be collected and analyzed.
 - 2. The list of analytes to be identified and quantified for each analysis.
 - 3. Any special handling procedures that may be required. In identifying analytical protocols, the statement "ASP" is insufficient. The Contractor shall designate by method number the specific protocol contained in the NYSDEC Analytical Services Protocol (ASP) which shall be used.

4. In accordance with ASP requirements, a table identifying the frequency and types of all required quality control samples including trip blanks, rinse blanks, field blanks, duplicates, matrix spikes, matrix spike duplicates and matrix spike blanks.
5. The matrix specific detection limits for each of the analytes and matrices listed.
6. List of all field sampling and monitoring equipment, including manufacturers and model numbers, and equipment maintenance and calibration procedures, including the recommended frequency for calibration of all on-site equipment.
7. Description of sample collection methods for each sample matrix, including sample containers, sample custody, sample packaging, storage and shipping procedures.
8. Description of all sample equipment decontamination procedures.
9. The SAP shall include an organizational chart and identify a designated, qualified Quality Assurance (QA) Officer. The SAP shall include a copy of the QA Officer's résumé and signature page for the QA Officer. The SAP and all revisions shall be signed by the QA Officer prior to submission to the Engineer. The QA Officer shall be within the same geographical area as the project and independent of the analytical laboratory. Additional requirements of the QA Officer are provided below.
10. The SAP shall include the name(s) and qualifications of the laboratory(s) to be used for this project for chemical analyses. The Contractor shall be required to obtain approval from the Engineer for all laboratories to be used on this project.
11. The SAP must state that prior to any deviations from the agreed program, the Engineer shall be notified and the deviation accepted by the Engineer. However, such an acceptance does not limit the full responsibility of the Contractor to meet all requirements of the Contract Documents.

1.3 PLAN REQUIREMENTS

A. Sample Collection and Analysis:

1. Within the SAP the Contractor shall include all applicable information with regard to sample collection for each of the matrices of concern.

2. Samples collected as part of the Work shall be analyzed in such a manner that the resulting data meets and supports data use requirements. The data shall be reported in a manner that assures that the precision, accuracy, representativeness, comparability and completeness requirements included in the approved SAP are achieved.
3. The SAP shall include sufficient direction and detail that on-site personnel can perform all on-site activities, including instrumentation calibration, instrumentation maintenance, instrumentation use, sample collection, sample shipment, and data documentation and reporting.
4. Samples shall be collected as specified and as directed by the Engineer or the Owner.
5. Waste generated on-site shall be sampled and analyzed in accordance with the approved SAP. The number of samples, sample collection methodologies, sample analysis methods and rationale for characterizing all waste shall be provided in the SAP and shall be the responsibility of the Contractor. The Contractor shall be responsible for all sampling and analyses as may be required by the disposal facilities. Results of the analyses shall be provided to the Engineer prior to removal of waste from the site.

B. Monitoring:

1. The manufacturer-supplied owner's manual for all instrumentation to be used by the Contractor shall be included in the SAP.
2. In a separate section of the SAP, the Contractor shall provide a step-by-step description of the calibration and maintenance procedures for all instrumentation, including the frequency for each procedure and separate forms to be completed each day to document calibration of equipment and recording of monitoring results.
3. The Contractor's approved QA Officer shall be responsible for calibration, maintenance and operation of all instrumentation.

1.4 SOIL WASTE CHARACTERIZATION SAMPLING PROGRAM

- A.** Soil samples will be required to characterize the soil to be excavated and removed for off-site disposal. The frequency and type of samples to be collected and analyzed shall be in accordance with all applicable federal, state and local laws and regulations including, but not limited to NYSDEC Division of Environmental Remediation (DER-10) Draft Technical

Guidance for Site Investigation and Remediation November 2009 (NYSDEC DER-10), and the requirements of the disposal facility.

- B. Samples shall be collected with a disposable polyethylene scoop and placed into laboratory supplied containers.

1.5 WASTE CHARACTERIZATION SAMPLING

- A. Waste characterization samples for wastes generated as a result of the work (i.e., PPE, decontamination water, AST/UST contents, AST/UST rinse water, etc.) shall be collected in accordance with all applicable federal, state and local laws and regulations and the requirements of the disposal facility.

1.6 GENERAL BACKFILL

- A. Samples shall be collected and analyzed in accordance with all applicable federal, state and local laws and regulations including, but not limited to, NYSDEC DER-10.

1.7 SAMPLE DESIGNATION

- A. Sample bottles (preserved, if necessary), labels, shipping containers, trip blanks, and field blank water shall be provided by the analyzing laboratory.
- B. Sample containers to be submitted for analysis shall be labeled with the following information:
 - 1. Site identification code;
 - 2. Sample type (media) identification code;
 - 3. Sample location identification code and field quality control identification code (if applicable);
 - 4. Date and time of collection;
 - 5. Field handling (e.g., filtration);
 - 6. Type of preservative added (if applicable); and
 - 7. Initials of sampling technician.
- C. QC identifiers shall be as follows:
 - 1. Field Replicate = FR

2. Field Blank = XX
 3. Matrix Spike and Matrix Spike Duplicate = MS/MSD
 4. Matrix Spike Blank = MB
 5. Trip Blank = TB
- D. A record of sequentially numbered samples for each media with corresponding sample designations shall be kept in the project log book, which shall be provided to the Engineer upon request.

1.8 FIELD SAMPLE HANDLING AND SHIPMENT

- A. All samples shall be collected and handled according to the appropriate analytical protocols for each matrix. The types of containers, volumes needed and preservation techniques for the proposed testing parameters shall be identified in the SAP.
- B. All samples shall be delivered to the approved laboratory(s) within 24 hours of collection and shall be preserved appropriately from the time of sample collection. The following sample packing and shipping procedures shall be followed for samples requiring chemical analysis.
1. Prepare cooler(s) for shipment.
 - a. tape drain(s) of cooler shut;
 - b. affix "This Side Up" arrow labels and "Fragile" labels on each cooler; and
 - c. place mailing label with laboratory address on top of cooler(s).
 2. Arrange sample containers in groups by sample number.
 3. Verify that all bottle labels are completed correctly. Place clear tape over bottle labels to prevent moisture accumulation from causing the label to peel off.
 4. Arrange containers in front of assigned coolers.
 5. Seal sample containers within plastic zip-lock bags to prevent leakage.

6. Place approximately 2 inches of vermiculite or other packaging material at the bottom, sides and top of the cooler to cushion the sample containers.
7. Arrange containers in the cooler so that they are not in contact with the cooler or other samples.
8. Fill remaining spaces with vermiculite or other packaging material.
9. Ensure all containers are firmly packed in vermiculite or other packaging material.
10. If ice is required to preserve the samples, ice cubes should be packaged in double zip-lock bags, and placed on top of the vermiculite or other packaging material.
11. Sign Chain of Custody form (or obtain signature) and indicate the time and date it was relinquished to carrier, as appropriate.
12. Separate copies of Chain of Custody forms. Seal proper copies within a large zip-lock bag and tape to inside of cooler lid. Retain copies of all forms.
13. Close lid and latch.
14. Secure each cooler using custody seals.
15. Tape cooler shut on both ends.
16. Relinquish to courier service as appropriate. Retain airbill receipt for project records. All samples shall be shipped for "Next Day" delivery.
17. Telephone laboratory contact and provide the laboratory with the following shipment information:
 - a. sampler's name;
 - b. project name;
 - c. number of samples sent according to matrix and concentration; and
 - d. airbill number.

1.9 NOTIFICATION OF CHANGES

- A. After approval of the SAP, the Engineer must be notified by the Contractor, in writing, a minimum of 7 calendar days prior to making any proposed changes or within 24 hours of making any unavoidable changes to the Plan. All changes shall be signed by the QA Officer and require the approval of the Engineer.

1.10 LABORATORY REQUIREMENTS

- A. All laboratory analyses, and in particular all references to NYSDEC Superfund analytical chemistry, shall be in accordance with the 2005 or most current edition of the NYSDEC Analytical Services Protocol (ASP). It is the Contractor's responsibility to retain the services of a laboratory familiar with this document, and all procedures and deliverables pertaining to New York State Superfund work. The laboratory must be New York State Department of Health (NYSDOH) Environmental Laboratory Program (ELAP) certified and capable of providing Category B deliverables as defined in the NYSDEC ASP.
- B. The name, qualifications and certifications of the laboratory shall be provided for the review and approval by the Engineer and the Owner and in the SAP.

1.11 QA OFFICER REQUIREMENTS

- A. The Contractor's project Quality Assurance (QA) Officer must have a minimum of a bachelor's degree in a relevant natural or physical science or engineering.
- B. The QA Officer must be proficient in analytical methodology, data quality and interpretation, sampling plan development, quality control procedures and auditing techniques.
- C. The QA Officer shall assist the Contractor in the development of the sampling and analytical portion of the SAP, perform field, laboratory and sampling audits, interface with the analytical laboratory to make requests and resolve problems, interface with the data validator and develop a project specific data usability report.
- D. The QA Officer shall sign off on the site-specific SAP and all revisions.

1.12 DATA EVALUATION REQUIREMENTS

- A. All data generated as part of this project shall be evaluated by the QA Officer. The QA Officer is required to identify to the Engineer in writing any and all problems or potential problems with regard to the validity of the

data generated. The QA Officer shall provide with the final analytical report submittal to the Engineer a Data Usability Summary Report (DUSR) which evaluates the quality, validity and usability of the data provided with respect to the intended use. The DUSR shall follow the guidelines as specified in the NYSDEC's Draft DER-10 Technical Guidance for Site Investigation and Remediation, Appendix 2B.

1.13 DELIVERABLES

- A. Preliminary analytical reports shall be provided to the Engineer and Owner within 24 hours from receipt of the sample by the laboratory unless directed otherwise by the Owner or the Engineer. If requested by the Owner or the Engineer, laboratory data shall be provided directly from the laboratory to the Owner and/or Engineer.
- B. All sampling and monitoring results shall be submitted to the Engineer and Owner in the form of typed summary tables. The summary tables shall provide the identification name of each location that each sample was collected from, the sample identification number, the date and time each sample was collected and the results of the analysis for each parameter. Electronic versions of the summary tables shall be in Microsoft Excel 2007 (or alternate version approved by the Engineer).
- C. Final analytical reports shall be Superfund CLP Category B deliverables or equivalent and shall be provided to the Engineer within 28 days from receipt of the sample by the laboratory, unless directed otherwise by the Owner or the Engineer.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

+ + END OF SECTION + +

SECTION 01653

WORK PLAN

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The Contractor shall prepare and submit a site-specific Work Plan prior to mobilization to the site. The Contractor shall prepare and submit the Work Plan in accordance with the requirements of this section of the Specifications and as directed by the Engineer and Owner.
- B. In preparing and submitting the Work Plan the Contractor shall comply with the submittal requirements specified in the General and Supplementary Conditions.

1.2 PLAN CONTENT

- A. The Work Plan shall include, but not necessarily be limited to, the following:
 - 1. Drawings to scale showing the proposed locations and dimensions of all facilities, including temporary facilities and controls; parking areas; site access and egress routes; staging areas for excavated soil; equipment staging area; storm water management facilities; and storage areas. The drawings provided shall also include, but not be limited to the layout of material stockpiles, including a drainage plan for the area and waste stockpiles.
 - 2. A detailed bar chart progress schedule for performance of tasks required to fulfill the Contract requirements. The schedule shall at a minimum identify the dates of all required submittals, and start dates and completion dates for the following activities: underground utility survey; notifications; mobilization to the site; selective clearing and grubbing; installation of temporary facilities and controls; installation of storm water, sediment and erosion control facilities; excavation, decontamination and disposal of ASTs and USTs; excavation, off-site transportation and disposal of contaminated soil; placing, compacting and grading of general fill; and site cleanup and demobilization from the site. The progress schedule shall be updated, revised, if necessary, and submitted to the Engineer and Owner each week. The Weekly Progress Schedule shall depict the Construction Schedule as originally approved by the Engineer with no additions, deletions or modifications. Parallel to each line of the approved Construction

Schedule, the Contractor shall depict the actual progress of the work, showing actual start dates, completion dates and milestone dates.

3. Identification of all permits, approvals, licenses, notifications, etc., required to complete the Work.
4. An organization chart including subcontractors. The responsibilities of each individual in the organization shall be clearly defined in terms of project activities including, but not limited to, project management and coordination; scheduling and schedule control; quality control; sampling, measurement, analysis, and data management; and completion of construction activities. In addition, the previous experience of each individual in the project organization shall also be submitted for review and approval. Credentials of new operators, quality control personnel, and supervisory engineering and technical staff shall be furnished to the Engineer for approval.
5. Procedures for characterization and management of all waste generated, including used plastic sheeting, personal protective equipment, decontamination water, etc.
6. Manpower, procedures and equipment to be used for selective clearing and grubbing, including protection of structures, utilities and facilities.
7. Manpower, procedures and equipment to be used for installation of temporary facilities and controls.
8. Manpower, procedures and equipment to be used for installation of storm water, sediment and erosion controls, control of odors, vapors and dust, management of construction waters, transporting waste, and containing and covering waste.
9. Manpower, procedures and equipment to be used for removal and disposal of existing ASTs and USTs, including locating and exposing each UST, locating and exposing all associated piping, pumping of any tank liquid contents, excavation and removal of each tank, decontaminating and cleaning tank interior, and off-site disposal.
10. Manpower, procedures and equipment to be used for removal of contaminated soil surrounding each UST and beneath each AST, including excavating, storing, and transporting the material.
11. A site-specific quality control program detailing the procedures for inspection, testing, and correction of deficiencies. This program

shall ensure that the Contractor's operations comply with the requirements of the contract plans and specifications with respect to quality of materials, workmanship, construction, finish, functional performance, and accuracy of data.

12. A proposed Process Material Tracking Schedule for recording and managing the quantities of the contaminated materials excavated, temporarily stored and disposed of off-site, and backfill delivered to the site.
13. A mobilization and demobilization plan.
14. For environmental compliance, a site-specific Noise Control and Monitoring Plan. This plan shall include, but not be limited to, expected noise level, sources of noise, proposed noise control, and types and locations of monitoring devices.
15. Manpower, procedures and equipment to be used for waste transportation and disposal.
16. Manpower, procedures and equipment to be used for backfill and compaction, including transporting, filling, grading and compacting.
17. Manpower, procedures and equipment to be used for site restoration.
18. The proposed source of general fill, topsoil and seed, and any other materials to be delivered to the site by the Contractor.
19. Letters of Commitment shall be obtained by the Contractor from all waste haulers and from all transfer, treatment, storage and disposal facilities to which the Contractor intends to ship any and all waste and other materials generated by the Work. The letters of commitment shall specifically identify the types and quantities of waste that the facility will be able to accept from the Contractor, the permit numbers for all facilities at which the waste will be accepted and all waste characterization requirements. In the event that a facility (such as a privately owned treatment works) is prohibited from issuing a letter of commitment without a sample of the waste, a conditional type letter will be acceptable. Such a conditional letter shall specifically state what types and quantities of waste the facility will accept. In addition, the following information shall be submitted:
 - a. For each waste hauler
 - 1) Transporter name and federal and state identification numbers.

- 2) Transporter address.
 - 3) Name of responsible contact for the hauler.
 - 4) Telephone number for the contact.
 - 5) List of types and sizes of all transport vehicles and equipment to be used.
 - 6) A description of proposed transportation route, method and procedures for hauling waste material, including type of vehicles that will be used for each type of waste.
 - 7) Copies of any and all necessary permits, licenses, letters of approval and other authorizations for each type of waste transported, held by the proposed transporter as they pertain to transportation of waste derived from work conducted under this Contract.
 - 8) Signed letter of commitment to transport waste as specified in this Contract.
- b. For each transfer, treatment, storage and disposal facility, the Contractor shall submit the following information.
- 1) Facility name and federal and state identification numbers
 - 2) Facility address
 - 3) Name of responsible contact for the facility
 - 4) Telephone number for contact
 - 5) Signed letter of commitment to accept waste as specified in this Contract
 - 6) Copies of any and all permits, licenses, letters of approval, and other authorizations to operate, held by the proposed facility as they pertain to receipt and management of waste derived from work conducted under this Contract.
 - 7) The owner's name, address and telephone number, location and certifying agency of all weigh scales to be used for measurement of materials. A sample certified

weigh scale ticket shall be included for each weigh scale to be used.

- 8) The unit(s) of measure utilized at the facility to manage the waste and for costing purposes.
 - 9) The date of the proposed facility's last compliance inspection by all federal, state and local government agencies.
 - 10) List of all active (unresolved) compliance orders (or agreements), enforcement notices, or notices of violation issued to the proposed facility.
20. Description of security operations.
 21. Description of procedures to be used to delineate and control access and egress from the site.
 22. A sample of the decontamination certificates to be provided by the Contractor in accordance with the requirements of the Specifications.
 23. A description of the procedures and equipment to be used to identify and protect aboveground and underground utilities and structures.
 24. A Soil Erosion and Sediment Control Plan shall be prepared as part of the Work Plan, in accordance with Section 02112, Soil Erosion and Sediment Control.
 25. A Tank Disposal Plan shall be prepared as part of the Work Plan, in accordance with Section 02115, Storage Tank Removal.

1.3 NOTIFICATION OF CHANGES

- A. After approval of the Work Plan, the Engineer must be notified by the Contractor in writing a minimum of 7 calendar days prior to making any proposed changes or within 24 hours of making any unavoidable changes to the Work Plan. All changes shall require the approval of the Engineer.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

+ + END OF SECTION + +

SECTION 01655

STORM WATER MANAGEMENT PLAN

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The Contractor shall prepare and submit a site-specific Storm Water Management Plan (SWMP) prior to mobilization to the site. The Contractor shall prepare and submit the SWMP in accordance with the requirements of the specifications, the Contract Drawings, as directed by the Owner and the Engineer and as required by applicable federal, state and local codes and regulations.
- B. Glenmere Lake, located directly south of the Glenmere Lake Property, is a WR-14 NYSDEC classified freshwater wetlands and a L1UBHh federal classified wetlands. The lake also serves as a drinking water source for the Village of Florida.
- C. In preparing and submitting the SWMP the Contractor shall comply with the requirements specified in the General and Supplementary Conditions.
- D. The SWMP shall be prepared by the Contractor to describe the storm water management systems to be implemented in complete detail pursuant to the requirements of the Contract Documents. No work shall be permitted until the SWMP has been approved. Any modifications to the SWMP which may become necessary, as a result of the Contractor's methods of working or which may be required by the Engineer shall be submitted to the Engineer for approval. The Contractor shall adhere strictly to the provisions of the SWMP as approved, and shall control and manage storm water in every area where work activities take place, and are impacted by water from work areas or other Contractor activities at the site.
- E. Design criteria and construction of all water management systems shall be in accordance with New York State guidelines and applicable federal, state and local requirements.
- F. Management and disposal of all water/liquids shall be in accordance with all federal, state and local laws and regulations.
- G. In the event surface runoff is the cause of existing clean areas or subsequently cleaned areas becoming contaminated, the affected areas shall be cleaned as directed by the Owner or Engineer at no additional cost to the Owner. The Contractor shall be responsible for all costs

associated with mitigating the effects of contaminated runoff migrating to clean areas or off-site during the duration of the Contract.

1.2 QUALITY ASSURANCE

- A. Reference Standards: The Work shall comply with applicable provisions and recommendations of the following, except where otherwise shown or specified:
1. New York State Department of Environmental Conservation (NYSDEC):
 - a. DEC – 2005 New York State Standards and Specifications for Erosion and Sediment Control.
 - b. SPDES - SPDES General Permit for Storm Water Discharges from Construction Activities (Permit Number GP-02-01)
 - c. DEC-SCM - 1986 Stream Corridor Management: A Basic Reference Manual
 2. Soil and Water Conservation Society - Empire State Chapter:
 - a. SWCS - 1997 (or latest version) New York Guidelines for Urban Erosion and Sediment Control
 3. Codes, Rules, and Regulations of the State of New York:
 - a. 6 NYCRR Part 360 – Solid Waste Management Facilities
 - b. 6 NYCRR Part 703 - Surface Water and Groundwater Quality Standards and Groundwater Effluent Limitations
 - c. 12 NYCRR Part 56 - Asbestos
 4. Laws of the State of New York:
 - a. ECL Article 15 - Water Resources

1.3 PLAN CONTENT

- A. The SWMP shall be prepared by a professional engineer licensed to practice in New York State and shall include, but not necessarily be limited to, the following:

1. Drawings to scale showing the proposed locations and dimensions of all storm water management facilities, including, but not limited to on-site recharge facilities, sediment and erosion control facilities, storm water control structures and water storage facilities. The SWMP shall show and describe the storm water routes, collection and diversion features, and disposal or discharge locations for each phase of construction.
2. Identification of all permits, approvals, licenses, notifications, etc. required to complete the storm water management work.
3. The SWMP shall show and describe measures to control storm water and to maintain separation of potentially contaminated water from uncontaminated water during each phase of construction. In addition, the SWMP shall show and describe the measures to control runoff from migrating off-site.
4. The SWMP shall describe the methods and equipment to be used to prevent storm water from entering open excavations during construction. The SWMP shall describe the sequencing of excavation work, in accordance with the Contract Drawings, and in conjunction with storm water management on site during construction.
5. The SWMP shall describe the means and methods to prevent storm water from contacting excavated soil stored on-site.
6. All calculations and assumptions used for the sizing and siting of proposed temporary erosion and sedimentation control facilities.
7. Information regarding maintenance needs and safety considerations of storm water management and erosion and sediment control facilities.
8. Implementation schedule conveyance systems.
9. Description of the coordination of staging of storm water management facilities and conveyance systems.

B. Erosion and Sediment Control Guidelines:

1. Existing vegetation on the project site shall be retained and protected to minimize soil loss on the project site and to minimize erosion control costs.
2. Sediment control practices and measures, where necessary, shall be designed to protect the natural character of rivers, streams or

other water bodies on-site, and minimize erosion and sedimentation off-site from the start of land disturbance activities to establishment of permanent stabilization.

3. The off-site impacts of erosion and sedimentation related to land clearing, grading and construction activities shall not be any greater during and following land disturbance activities than under pre-development conditions.
4. Pursuant to 6 NYCRR Part 703
 - a. Toxic and other deleterious substances shall not be discharged in amounts that will adversely affect the taste, color or odor thereof, or impair the waters of the State for their classified usages.
 - b. Suspended, colloidal and settleable solids shall not be discharged in amounts that cause substantial visible contrast to natural conditions, or causes deposition or impairs the waters for their classified usages.
 - c. Stream reaches on-site and downstream of construction areas shall not have substantial visible contrast relative to color, taste, odor, turbidity and sediment deposition from the reaches upstream of the construction area. Impacts such as these which result from construction or development activities are a violation of 6 NYCRR Part 703 water quality standards and may be subject to enforcement actions.
5. Erosion and sediment control measures shall be constructed in accordance with an erosion and sediment control plan. The plan shall be included as part of the SWMP and shall:
 - a. Describe the temporary structural and vegetative measures that will be used to control erosion and sedimentation for each stage of the project from land clearing to the finished stage.
 - b. Provide a map showing the location of erosion and sediment control measures.
 - c. Provide dimensional details of proposed and sediment control facilities, as well as calculations used in the siting and sizing of sediment basins.

- d. Identify temporary erosion and sediment control facilities which will be converted to permanent storm water management facilities.
 - e. Provide an implementation schedule for staging temporary and permanent erosion and sediment control facilities.
 - f. Provide a maintenance schedule for soil erosion and sediment control facilities, and describe maintenance activities to be performed.
6. Erosion and sediment control measures shall be constructed prior to beginning any other land disturbances. The devices shall not be removed until the disturbed land areas are stabilized.
7. Guidance:
- a. Exposure Restrictions: No more than 5 acres of unprotected soil shall be exposed at any one time. Previous earthwork shall be stabilized in accordance with SWCS before additional area is exposed. Site factors, including topography, soil erosion potential, proximity to wetlands and watercourses, may require limiting the amount of raw earth that shall be exposed at any one time to less than 5 acres.
 - b. Grading: Perimeter grading shall blend with adjoining properties.
 - c. Vegetative Protection: Where protection of trees or other vegetation is required, the location of the site to be protected shall be shown on the erosion control plan. The method of protecting vegetation during construction shall conform to the design criteria in SWCS.
 - d. Drainage Control:
 - 1) Surface runoff that is relatively clean and sediment free shall be diverted or otherwise prevented from flowing through areas of construction activity on the project site.
 - 2) A fill associated with an approved temporary sediment control structure or permanent storm water management structure shall not be created which causes water to pond off-site on adjacent property, without first having obtained ownership or permanent

easement for such use from the owner of the off-site or adjacent property.

- 3) Natural drainage channels shall not be altered or relocated without the proper approvals. Pursuant to ECL Article 15, a protected stream, and the bed and banks thereof, shall not be altered or relocated without the approval of the Department.
- 4) Runoff from any land disturbing activity shall not be discharged or have the potential to be discharged off-site or into storm drains or into watercourses unless such discharge is directed through a properly designed, installed and maintained structure, such as a sediment trap, to retain sediment on-site. Accumulated sediment shall be removed when 60 percent of the storage capacity of the sediment retention structure is filled with sediment.
- 5) For finished grading, adequate gradients shall be provided so as to prevent water from standing on the surface of lawns for more than 24 hours after the end of a rainfall, except in a swale flow area which may drain as long as 48 hours after the end of the rainfall.
- 6) Permanent swales or other points of concentrated water flow shall be stabilized with sod, riprap, paving, or covered with an approved erosion control matting as provided for in the design criteria in SWCS.
- 7) Surface flows over cut and fill slopes shall be controlled as provided for in the design criteria for vegetating waterways in SWCS.

e. Timing:

- 1) Except as noted below, all sites shall be seeded and stabilized with erosion control materials, such as straw mulch, jute mesh or excelsior within 15 days of final grading. If construction has been suspended, or sections completed, areas shall be seeded immediately and stabilized with erosion control materials. Maintenance shall be performed as necessary to ensure continued stabilization.

- i) For active construction areas, such as borrow or stockpile areas and roadway improvements, a perimeter sediment control system consisting of silt fencing or hay bales shall be installed and maintained to contain soil.
 - ii) On cut side of roads, ditches shall be stabilized immediately with rock riprap or other non-erodible liners or, where appropriate, vegetative measures such as sod. When seeding is approved, an anchor mulch shall be used and soil shall be limed and fertilized in accordance with SWCS.
 - iii) Permanent seeding shall optimally be undertaken in accordance with Section 02490 of the Specifications. During the peak summer months and in the fall when seeding is found to be impracticable, mulch shall be applied. Permanent seeding shall be undertaken during summer if plans provide for adequate watering of the seed bed.
 - iv) All slopes steeper than 3:1 (h:v), as well as basin embankments, shall, upon completion, be immediately stabilized with sod, seed and anchored straw mulch, or other approved stabilization measures. Areas outside of the perimeter sediment control system shall not be disturbed. Slopes shall be maintained as necessary to ensure continued stabilization.
- 2) Temporary sediment trapping devices shall be removed within 30 calendar days following establishment of permanent stabilization in all contributory drainage areas. Storm water management structures used temporarily for sediment control shall be converted to the permanent configuration within this time period as well.

f. Stream protection:

- 1) The bed and banks of all off-site streams that may be impacted by land clearing, grading and construction activities shall be protected to prevent stream, streambank erosion, stream enlargement and degradation, or loss of fisheries habitat. Measures for

protecting the bed and banks of a stream include riprap, log cribbing and vegetative measures.

- 2) Where temporary work roads or haul roads cross stream channels, adequate waterway openings shall be constructed using spans, culverts, washed rock backfill or other acceptable, clean methods that will ensure that road construction and use do not result in turbidity and sediment downstream. All stream crossing activities and appurtenances shall be in compliance with a permit issued pursuant to ECL Article 15 and shall be carried out in conformance with guidelines in DEC-SCM.

g. Maintenance:

- 1) The erosion and sediment control plan for the project site shall identify maintenance requirements for erosion and sediment control practices utilized and it shall provide a maintenance schedule. All erosion and sediment control measures shall be inspected periodically and maintained in conformance with the schedule so as to ensure they remain in an effective and operating condition until such times as they are removed.
- 2) All points of construction ingress and egress shall be protected to prevent the deposition of materials onto traversed public thoroughfare, either by installing and maintaining a stabilized construction entrance, or by washing all vehicle wheels in a safe disposal area. All materials deposited onto public thoroughfares shall be removed immediately. Proper precautions shall be taken to ensure that materials deposited onto public thoroughfares are removed.
- 3) Accumulated sediment shall be removed when 60 percent of the storage capacity of the retention structure is filled with sediment.

PART 2 - PRODUCT (NOT USED)

PART 3 - EXECUTION (NOT USED)

+ + END OF SECTION + +

SECTION 01656

CONTRACTOR'S EQUIPMENT AND TOOLS

PART 1 – GENERAL

1.1 DESCRIPTION

- A. The Contractor shall provide all equipment and experienced personnel necessary to complete the Work. The Contractor shall provide all materials, tools, equipment, accessories, fuel, power, and all other materials and services necessary for the satisfactory completion of all Work.
- B. The Contractor shall maintain the equipment in good operating condition for the life of the Contract. In the event that, during the course of the Work, the equipment, judged on the basis of Work completed to date is considered unsatisfactory to the Engineer or the Owner, the Contractor shall, within 48-hours, unless otherwise approved by the Engineer or the Owner, replace the unsatisfactory equipment with equipment which is satisfactory to the Engineer or the Owner.
- C. The Contractor shall not be reimbursed for time lost due to breakage and/or maintenance of equipment.
- D. The Contractor shall furnish and keep on the site where Work is in progress, a completely equipped first-aid kit and shall provide ready access thereto at all times when workers are employed at the site in accordance with the Contractor's Health and Safety Plan.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

+ + END OF SECTION + +

NO TEXT THIS PAGE

SECTION 01657

STORAGE OF MATERIALS AND EQUIPMENT

PART 1 – GENERAL

1.1 DESCRIPTION

- A. The Contractor shall place and store all equipment and materials to be used and incorporated in the Work so as not to injure, hinder, or unduly interfere with any part of the Work and so that free access can be had at all times to the site, facilities and Work areas. Materials and equipment shall be kept neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to personnel entering the site and in areas approved by the Engineer and the Owner. The Engineer and the Owner shall not assume liability for the security of said equipment and materials.
- B. The Contractor shall take appropriate measures to ensure that no materials are stockpiled adjacent to excavation areas.
- C. Soil stockpiles shall be managed in accordance with the Contractor's approved Work Plan, and Section 02111, Excavation, Removal and Handling of Contaminated Materials.
- D. The Contractor shall ensure that all containers used in the completion of Work are covered, stored on pallets as appropriate and labeled during the completion of Work.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

+ + END OF SECTION + +

NO TEXT THIS PAGE

SECTION 01658

EQUIPMENT DECONTAMINATION

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The Work covered by this Section consists of the decontamination of equipment. Personnel decontamination shall be addressed in the Contractor's Health and Safety Plan (see Section 01651).
- B. The Contractor shall furnish all labor, equipment, materials, supplies, facilities, power and incidentals needed for construction of a decontamination pad for the decontamination of equipment as specified and as directed by the Engineer and the Owner and as shown on the Contract Drawings.
- C. The Contractor shall minimize the use of water for decontamination purposes to the extent practicable.
- D. All decontamination waste liquids and solids shall be collected, managed and disposed off-site in accordance with applicable federal, state and local laws and regulations, and in accordance with Section 01653, Work Plan and Section 02130, Waste Transportation and Disposal. No decontamination waste liquids and solids shall be discharged and disposed of on-site.

1.2 SUBMITTALS

- A. The Contractor shall submit the following as part of the Health and Safety Plan:
 - 1. A description of decontamination methods consisting of:
 - a. The proposed equipment and methods to be used in the equipment decontamination procedures including dusting, brushing, water use, power requirements and detergents to be used.
 - b. Drawings showing construction details of the decontamination pad, spill prevention methods, and required storage methods and volumes for wastewater.
 - 2. A certificate signed by the Contractor stating that each vehicle shall be free of contamination prior to entering the site.

3. A sample of the decontamination certificate, to be signed and submitted by the Contractor, for each construction vehicle leaving the site.

PART 2 - PRODUCTS

2.1 EQUIPMENT/MATERIALS

- A. All decontamination equipment, materials and supplies necessary for the performance of the Work shall be supplied by the Contractor.
- B. A decontamination pad shall be constructed as shown on the Contract Drawings and as directed by the Engineer. The decontamination pad shall meet the following minimum requirements:
 1. Adequate dimensions to contain wash water and debris from the largest sized vehicles to be utilized in this Contract.
 2. Perimeter to be curbed a minimum of 1 foot high.
 3. A 40 mil impervious LLDPE liner, overlain with a 16 ounce per square yard non-woven geotextile.
 4. Sloped 2% such that decontamination water is collected in a sump to be pumped to a mobile tanker or on-site storage tank.
 5. A 6-foot wide pea gravel ramp on the inlet and outlet sides of the pad.
- C. On-site storage tanks shall be located within secondary containment areas capable of containing 100% of the tank capacity, or 110% of the largest tank where the secondary containment area holds more than one tank. The secondary containment area shall have a permeability of not more than 1.0×10^{-7} cm/sec.

PART 3 - EXECUTION

3.1 GENERAL REQUIREMENTS

- A. Contractor shall minimize use of wash waters used for decontamination purposes.
- B. All decontamination wash waters and other wastes shall be managed, transported and disposed off-site by the Contractor in accordance with federal, state and local laws and regulations.

- C. All safety equipment and other equipment used during performance of the Work shall be either decontaminated and salvaged, or contained and disposed of in accordance with applicable regulatory requirements.
- D. An area within close proximity of the decontamination pad shall at a minimum include shovels, brushes, power washers, a steam generator, detergent solutions and provisions to collect decontamination wastewaters.
- E. At the end of each work day the Contractor shall remove all wastewater, precipitation and other materials which accumulate in the decontamination pad.

3.2 DECONTAMINATION OF EQUIPMENT, TOOLS AND FACILITIES

- A. The Contractor shall erect decontamination facilities at location(s) selected by the Contractor and approved by Engineer so that all heavy equipment is clean prior to leaving the site.
- B. All equipment used for the storage tank removal, contaminated soil excavation and other earthwork activities shall be decontaminated prior to:
 - 1. Crossing areas of the site which do not require remediation or have already been remediated;
 - 2. Handling clean fill materials;
 - 3. Leaving the regulated abatement work area; and
 - 4. Leaving the site.
- C. The Contractor shall not allow equipment to leave the site with water leaking or mud dripping or caked to the equipment. All equipment leaving the site shall be dry except during rainy or snowy weather, or with the Engineer's written consent for other exceptions.
- D. Final decontamination of equipment shall consist of using a powered or steam cleaning system (steam generator) capable of effectively removing all soil, residues and other debris adhering to equipment. Additives to the wash water shall be used when necessary and approved by the Engineer to enhance decontamination to levels acceptable to the Engineer.
- E. After completion of the Work, the Contractor shall remove and dispose of the decontamination pad in accordance with all applicable federal, state and local laws and regulations. Approval from the Engineer shall be required prior to removal of the decontamination pad from the site. The Contractor shall remove any material from beneath the decontamination

pad which is contaminated as a result of the Contractor's operations as directed by the Engineer and at no additional cost to the Owner.

3.3 PERSONNEL DECONTAMINATION

- A. Personnel shall be decontaminated in accordance with the Contractor's Health and Safety Plan.
- B. Employees of the Engineer and regulatory agencies will utilize the personnel decontamination facilities provided by the Contractor.

+ + END OF SECTION + +

SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Contractor shall maintain and provide the Engineer with project record documents as specified below except where otherwise specified or modified in the Contract Documents.

1.2 MAINTENANCE OF DOCUMENTS

- A. Maintain at the Site in clean, dry, legible condition complete sets of the following: Drawings, Specifications, Addenda, approved Shop Drawings, Samples, Photographs, Change Orders, other Modifications of Contract, Test Records, Field Orders, and all other documents pertinent to Contractor's Work.
- B. File in accordance with filing format of Construction Specification Institute (CSI) unless otherwise approved by the Engineer.
- C. Make documents available at all times for inspection by the Engineer and Owner.
- D. Record documents shall not be used for any other purpose and shall not be removed from the office without Engineer's approval.

1.3 RECORDING UPDATED INFORMATION

- A. General:
 - 1. Engineer shall provide AutoCad files to Contractor.
 - 2. Label each document "PROJECT RECORD" in 2-inch high printed letters.
 - 3. Keep record documents current, updated and submit at least monthly.
 - 4. Do not permanently conceal any Work until required information has been recorded.

- B. Drawings: Legibly mark to record actual construction including:
1. Elevation of completed work in relation to datum.
 2. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
 3. Field changes of dimensions and details.
 4. Changes made by Change Order or Field Order.
 5. Details not on original Drawings.
- C. Specifications and Addenda: Legibly mark up each Section to record:
1. Changes made by Change Order or Field Order.
 2. Other matters not originally specified.
- D. Shop Drawings: Maintain as record documents and legibly annotate Drawings to record changes made after review.

1.4 FINAL SUBMITTAL OF RECORD DOCUMENTS

- A. General
1. Upon completion of all Work and before requesting final payment, Contractor shall provide 4 mil Mylar reproducibles of the Record Drawings showing all deviations from the Contract Documents. Two sets of paper prints shall be submitted to Engineer for review and approval.
 2. Contractor shall revise the required Record Drawings in accordance with Engineer's comments and resubmit mylar reproducibles and two additional sets of paper prints of the revised plans for Engineer's review and approval if requested by Engineer.
 3. Engineer's checking and approval of plans will apply to content only. Contractor shall be responsible for the accuracy and completeness of its Work.
 4. Engineer will not approve Contractor's request for final payment until the required plans are received and approved.
 5. Shop drawings will not be deemed acceptable as as-built drawings.

B. Submittal:

1. At completion of project, deliver record documents to Engineer.
2. Accompany submittal with transmittal letter containing:
 - a. Date.
 - b. Project title and number.
 - c. Contractor's name and address.
 - d. Title and number of each record document.
 - e. Certification that each document as submitted is complete and accurate.
 - f. Signature of Contractor, or his/her authorized representative.
3. The Contractor shall stamp and endorse each Record Drawing with the following certification:

RECORD DRAWINGS OF WORK "AS-BUILT" [DATE] [CONTRACTOR] [ADDRESS] [ADDRESS]

TO THE BEST OF MY KNOWLEDGE, THESE DRAWINGS REPRESENT THE
ACTUAL IN-PLACE CONDITIONS OF THE PROJECT.

CONTRACTOR: _____

SIGNED: _____ TITLE: _____

CONTRACT: _____ DATE: _____

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

+ + END OF SECTION + +

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SECTION 01760
PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 FINAL CLEANING

- A. At the completion of the Work, the Contractor shall remove all rubbish from and about the location of the Work, and all temporary structures, construction signs, tools, scaffolding, materials, supplies and equipment which the Contractor or any Subcontractor may have used in the performance of the Work. Contractor shall broom clean paved surfaces and rake clean other surfaces of grounds.
- B. Contractor shall maintain cleaning until project, or portion thereof, is accepted by the Engineer and the Owner.

1.2 INSPECTIONS

- A. At the time of substantial completion an inspection shall be held. At this time the Contractor shall also provide all necessary documentation as required by the Specifications.
- B. At the time of completion of all the Work a final inspection shall be held. The Contractor shall also provide all necessary documentation as required by the Specifications, and comply with all the requirements of the Contract Documents.
- C. Follow-up Inspection:
 - 1. At the time of the completion of the guarantee period, the Engineer will make arrangements with the Owner and the Contractor for a follow-up inspection and will send a written notice to said parties to inform them of the date and time of the inspection.
 - 2. After the inspection, the Engineer will inform the Contractor of any corrections required.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

+ + END OF SECTION + +

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DIVISION 2 – SITE WORK

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SECTION 02110

CLEARING AND GRUBBING

PART 1 – GENERAL

1.1 DESCRIPTION

- A. The Contractor shall furnish all labor, materials, equipment, supplies, power, facilities and incidentals necessary to properly clear and grub the areas required to perform the work as shown on the Contract Drawings, as specified and as directed by the Owner and Engineer in order to perform the work.
- B. The Work shall consist of clearing, grubbing, removing and disposing off-site all trees, brush, shrubs, stumps, roots and other vegetation not covered under other Specification sections or as directed by the Owner and Engineer.
- C. The Contractor shall implement all precautions as required to protect and safeguard existing trees, bushes, shrubs and other vegetation beyond the contract limits or otherwise designated to remain.
- D. All Work shall be performed in accordance with all applicable federal, state and local codes, laws and regulations. The Contractor shall obtain all permits and approvals required to perform the Work. The Work shall be performed in accordance with all approved submittals and plans.

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION

- A. No burning will be permitted on or off the site of the Work.
- B. The Owner and Engineer shall clearly mark which trees shall be protected through construction prior to the Contractor's mobilization. Trees marked to be protected, which are cleared or damaged by the Contractor, shall be restored in kind, at no additional cost to the Owner.
- C. Trees and vegetation to be left standing shall be protected from clearing, grubbing and construction operations by the erection of barriers or by such other means as required or as directed by the Engineer.

- D. The Contractor shall clear as necessary to perform the Work, of trees, brush and vegetation, including ground cover, stumps and roots.
- E. Trees, branches and all woody vegetation shall be felled, cut up and reduced to wood chips. The wood chips shall be stockpiled in the areas designated by the Owner and shall be disposed off-site at a location specified by the Owner or provided to the Owner at the Owner's option and at no additional cost.
- F. The Contractor shall not store or stockpile cleared material for more than 7 days on the site, unless specifically approved in writing by the Owner.
- G. The Contractor shall remove all stumps (trees, bushes, shrubs) and roots as necessary to perform the Work, and shall dispose of the stumps by reducing them to wood chips.
- H. The Contractor shall clear the designated areas of vegetation as necessary as specified above before proceeding with any other aspects of the Work.
- I. The Contractor shall phase the clearing and grubbing operations to make use of the existing vegetation for erosion control purposes.
- J. In the event that the existing vegetative ground cover re-establishes itself between the time that the area was cleared and grubbed, and prior to the performance of the Work in that area, the Contractor shall re-clear the area at no additional cost to the Owner. The Contractor shall not receive additional compensation for re-clearing an area which has previously been cleared as part of the prosecution of the Work.

+ + END OF SECTION + +

SECTION 02111

EXCAVATION, REMOVAL AND HANDLING OF CONTAMINATED MATERIALS

PART 1 –GENERAL

1.1 SCOPE OF WORK

- A. Contractor shall excavate, handle and store contaminated soil as shown, specified and required to complete the work. The work shall consist of excavation of contaminated surface soil beneath each AST and soil surrounding each UST from the site, as directed by the Owner and/or Engineer. Soil is contaminated with SVOCs and metals above 6 NYCRR Part 375-6.8 Soil Cleanup Objectives and, in some areas, asbestos. In addition, Contractor shall conduct all other excavation work required to complete the project in accordance with this specification.
- B. Related Work Specified Elsewhere:
 - 1. Section 01652, Sampling Plan.
 - 2. Section 01653, Work Plan.
 - 3. Section 01658, Equipment Decontamination.
 - 4. Section 02115, Storage Tank Removal.
 - 5. Section 02130, Waste Transportation and Disposal.
 - 6. Section 02200, Backfill and Compaction.
- C. All sheeting and shoring, and other work necessary to complete the required excavation work shall be conducted by the Contractor in accordance with these Specifications.

1.2 QUALITY ASSURANCE

- A. Permits and Regulations: Contractor shall perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction.

1.3 JOB CONDITIONS

A. Existing Structures:

1. Shown on the Contract Drawings are certain utilities, surface structures and underground structures located on or adjacent to the Work. This information has been obtained from existing records. It is not guaranteed to be correct or complete and is shown for the convenience of the Contractor. Contractor shall explore ahead of the required excavation to determine the exact location of all structures and utilities. They shall be supported and protected from injury by the Contractor. If they are broken or injured, they shall be restored immediately by the Contractor at no additional cost to the Owner.
2. Prior to execution of the Work, the Contractor shall check and verify governing dimensions and elevations. The Contractor and Engineer shall jointly inspect the condition of adjoining structures. Photographs and records shall be made of any prior settlement or cracking of structures, pavements, and the like, that may become the subject of possible damage claims.

B. Existing Utilities:

1. Locate existing underground utilities in the areas of Work. If utilities are to remain in place, provide adequate means of protection during earthwork operations.
2. Should uncharted or incorrectly charted piping or utilities be encountered during excavation, consult the Owner in keeping respective services and facilities in operation. Repair damaged utilities to the satisfaction of the Engineer.

C. Protection of Persons and Property:

1. Barricade open excavations occurring as part of this Work.
2. Protect structures, utilities, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by Contractor's operations.
3. Consult and obtain Engineer's approval before removing or disturbing pipes, structures, or other facilities that are encountered on the line of the excavation.

4. Structures, utilities, sidewalks, pavements and other facilities removed or disturbed shall be replaced to their original condition, unless otherwise shown, specified or directed.
- D. Dust Control: Contractor shall conduct all operations and maintain the area of Contractor's activities, including sweeping and sprinkling of roadways, so as to minimize creation and dispersion of dust. In addition, Contractor shall be responsible for controlling dust caused by operation of vehicles and equipment, clearing or for any reason whatever.
- E. Odor Control: As an odor abatement measure, cover, at the end of each work day, all areas of organic or odorous material which were exposed during excavation with poly sheeting.
- F. Roadways and Walks: Unless otherwise approved by the Engineer, excavated material and materials of construction shall be so deposited, and the Work shall be so conducted, as to leave open and free for vehicular traffic a roadway not less than 10 feet in width. All hydrants, valves, and other facilities which may require access during construction shall be kept accessible for use. During the progress of the Work, Contractor shall maintain such roadways in satisfactory condition and the Work shall at all times be so conducted as to cause a minimum of inconvenience to the occupants of the facility and pedestrians.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 INSPECTION

- A. Contractor shall provide Engineer with sufficient time and means to examine the areas and conditions under which excavating, filling and grading are to be performed. Work shall not proceed until all unsatisfactory conditions have been corrected in a manner acceptable to the Engineer.

3.2 EXCAVATION

- A. General:
 1. Contractor shall perform all excavation required to complete the Work as shown and specified. All material excavated shall be non-classified. It shall include all materials such as earth, sand, clay,

gravel, hardpan, boulders, organic materials, rock, rubbish and all other materials within the excavation limits.

2. Excavations shall be open type, sheeted, shored and braced or sloped where necessary to prevent injury to workmen and to new and existing structures or pipelines.
3. All excavations shall be made in the dry. Refer to Section 3.3 of this specification for information regarding groundwater at the site.
4. All equipment shall be decontaminated and free from debris, caked soil, contamination, and any other foreign materials prior to mobilization to the site. Equipment utilized during the remediation shall be decontaminated in accordance with the Contractor's Health and Safety Plan prepared for the project as well as the requirements outlined by Section 01658, Equipment Decontamination.

B. Contaminated Materials Excavation:

1. Excavation shall be performed in a manner that will limit spills and the potential for contaminated material to be mixed with uncontaminated material. An excavation log describing visible signs of contamination encountered shall be maintained for each area of excavation. Excavation logs shall be prepared in accordance with ASTM D5434.
2. Excavation shall be accomplished by methods which preserve the undisturbed state of subgrade soils.
3. Excavation equipment shall be satisfactory for carrying out the work in accordance with the Specifications. Earth shall not be plowed, scraped, or dug with machines so near to the finished subgrade as to result in excavation of, or disturbance of material below grade.
4. When excavation has reached final depths, the Engineer shall be notified and will inspect conditions. If materials and conditions are not satisfactory to the Engineer, the Engineer will issue instructions as to the procedures for correction of the unsatisfactory condition.
5. Excavation endpoint samples will be collected by a third party hired by the Owner. The Contractor shall provide access to all excavation areas such that the appropriate amount of samples are collected.
6. Backfill and compaction shall be conducted only after approval is received from the Owner or the Engineer. Additional endpoint

sampling shall be completed by the Owner's hired third party, as specified above.

7. Contractor shall install a geotextile demarcation layer in accordance with Specification Section 02540, Aggregates and Geotextiles, at the base and/or sides of the excavation area, as directed by the Owner and/or Engineer
8. The Contractor shall continue to work in other areas of the site while awaiting endpoint sample results. The Contractor shall make no claims due to stoppage of work as a result of endpoint sample results delivery, or Owner's or Engineer's review of endpoint sample results.
9. During final excavation to subgrade level, take precautions required to prevent disturbance of material.

C. Unsuitable Excavation:

1. If any over excavation occurs through error of the Contractor, for the Contractor's convenience or to protect the excavation from collapse (i.e., sloping of excavation sidewalls), the over-excavated material shall be disposed of off-site, in accordance with all applicable federal, state and local laws and regulations, as well as the requirements of these Contract Documents, at no additional cost to the Owner. The over-excavation shall be refilled at the Contractor's expense with general fill or other material satisfactory to the Owner and the Engineer.
2. If Contractor disturbs the subgrade or otherwise fails or neglects to conduct the excavation work in a manner that provides surface of subgrade in proper condition for construction, the Contractor shall remove all disturbed material and replace it with general fill, or other approved material at his own expense. The condition of the subgrade shall meet with the approval of the Engineer before any work is placed thereon.
3. If, in the opinion of the Engineer, the material, in its undisturbed natural condition, at or below the grade of the excavation indicated on the Drawings is unsuitable, it shall be removed and be replaced with general fill or other suitable material.

3.3 DEWATERING

- A. According to historical data, groundwater elevation at the site is approximately 5 feet below ground surface (bgs) within close proximity of Glenmere Lake and up to 25 feet bgs along the northern limits of the site.

While it is not expected that groundwater will be encountered during excavation, should groundwater be encountered, excavation work will be halted and the depth of excavation will be limited to remain above the groundwater table.

3.4 SHEETING, SHORING AND BRACING

A. General:

1. Sheeting, shoring and bracing shall be used where necessary to prevent injury to workmen, structures, or pipe lines. Jetting for sheeting installation is prohibited.
2. Where sheeting will be required to support deeper excavations, top sidewall endpoint sampling shall be completed prior to driving the sheets to confirm the location of the sheets.
3. All municipal, county, state and federal ordinances, codes, regulations and laws shall be observed. All trenches shall be shored with the minimal protection of sheeting listed in OSHA Regulations, 29 CFR, Part 1926, Subpart P - Excavations, Trenching and Shoring.
4. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Carry down shoring and bracing as excavation progresses.
5. Unless otherwise shown, specified or ordered, all materials used for temporary sheeting shall be removed when work is completed. Such removal shall be made in a manner not injurious to the structure or its appearance or to adjacent Work.
6. The clearances and types of the temporary sheeting, insofar as they affect the character of the finished Work, will be subject to the approval of the Engineer, but the Contractor shall be responsible for the adequacy of all sheeting, shoring, bracing and other related Work.
7. Safe and satisfactory installation of the sheeting shall be the entire responsibility of the Contractor.

B. Removal of Sheeting and Bracing:

1. Remove sheeting and bracing from excavation, unless otherwise ordered in writing by the Engineer. Removal shall be done so as to not cause injury to the Work. Removal shall be equal on both sides

of excavation to ensure no unequal loads on piping or structures. Use of vibratory extractors is prohibited.

3.5 CONTAMINATED MATERIALS STORAGE

- A. Excavated material shall be placed within a temporary soil staging area or taken off-site for disposal immediately after excavation. The temporary soil staging areas shall be located within the property line of the Glenmere Lake Property and shall be delineated by the Contractor in the approved Work Plan.
- B. Storage of excavated material outside the designated temporary soil staging area is prohibited without prior written approval by the Engineer.
- C. The following methods of storage are acceptable:
 - 1. Stockpiles
 - a. Stockpiles shall be stored within the temporary soil staging area.
 - b. Stockpiles shall be constructed to isolate stored contaminated material from the environment. The maximum stockpile height shall be 10 feet. Each stockpile shall be labeled with an identification number identifying the material stored within the stockpile.
 - c. Diversion measures shall be employed, as depicted on the Drawings, to prevent storm water run-on and run-off.
 - d. A geomembrane liner and cover shall be used to prevent cross-contamination of clean areas of the site and to prevent precipitation from entering the stockpile and emissions and dust from escaping. The minimum thickness of the membrane cover shall be 0.25 mm (10 mils) and the minimum thickness for the liner shall be 1.0 mm (40 mils). Control measures such as wetting the stockpile surfaces shall be employed to suppress dust. Only potable water shall be used for this purpose. Seams in the liner shall be overlapped by a minimum of 2 feet.
 - 2. Roll-off Units
 - a. Roll-off units shall be stored in the temporary soil staging area.

- b. Storage units shall be in good condition and constructed of materials that are compatible with the material or liquid to be stored.
- c. Each storage unit shall be clearly labeled with an identification number and a written log shall be kept to track the source of contaminated material in each unit.
- d. Roll-off units used to temporarily store contaminated material shall be watertight. A cover shall be placed over the units to prevent precipitation from contacting the stored material. Liquid which collects inside the units shall be removed and disposed of in accordance with all applicable federal, state and local laws and regulations.

+ + END OF SECTION + +

SECTION 02112

SOIL EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Erosion control shall include all work, materials and measures necessary to control soil erosion and sediment control resulting from construction operations, prevent flow of sediment from the construction site, and contain construction materials (including excavation and backfill) within protected working areas. Contractor shall propose all soil erosion and sediment control work specified herein as part of its approved Work Plan.

1.2 QUALITY ASSURANCE

- A. The Contractor shall comply with the requirements of the NYSDEC as they relate to erosion control.

PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 INSTALLATION

- A. The design and operation of settling basins and/or filters shall be sufficient to protect the environment in accordance with all pertinent NYSDEC regulations. It shall be the responsibility of the Contractor to maintain compliance at all times during dewatering operations. In addition, care shall be taken not to damage or kill vegetation by excessive water discharge or by silt accumulation in the discharge area.
- B. Settling basins, plastic filter fabrics, hay bales, silt fence or other erosion and sediment control measures approved by the NYSDEC shall be used where necessary to protect vegetation, wetlands and wetlands buffer zones and to prevent sediment from either surface runoff or the dewatering operations from entering catch basins, surface waters, etc.
- C. All soil erosion and sediment control practices are to be installed prior to any major soil disturbance and maintained until permanent protection is established. No soil erosion or sediment control devices shall be removed unless directed by the Engineer.

- D. Contractor shall prevent tracking or flowing of sediment onto public rights-of-way. All sediment spilled, dropped, washed or tracked onto public rights-of-way must be removed immediately and collected for off-site transportation and disposal in accordance with all applicable federal, state and local regulations.
- E. The Contractor shall take necessary measures to maintain dust control. Dirt haul roads shall be sprinkled with water or given a surface of crushed stone or wood chips as required. Vehicles shall be cleaned, as necessary, prior to using public streets. Paved roads shall be sprinkled with water.
- F. All soil erosion and sediment control devices shall be located in the field as outlined in the Contractor's approved Work Plan or as directed by the Engineer. The Contract Drawings are not intended to show the location and details for all such devices but are to be used as a reasonable guide.
- G. Any changes to the approved soil erosion and sediment control plans will require the submission of soil erosion and sediment control plans to the Engineer for reapproval. The revised plans must meet all current State soil erosion and sediment control practices. No extension of the Contract time will be given to the Contractor should resubmission be required.
- H. Contractor shall obtain all required permits.
- I. Upon completion of construction work and after final grading and when permanent stabilization has been established, hay bales, silt fences and other controls will be removed by the Contractor. However, no soil erosion devices shall be removed without written permission of the Engineer.
- J. All unsuitable excavated material will be removed from the site by the Contractor in accordance with the Contract Documents or as ordered by the Engineer.
- K. Conduit outlets and catch basin inlets must be protected prior to start of construction.
- L. The Contractor shall provide a detailed sequence of construction operations for review and submittal to the Engineer as part of the Contractor's Work Plan.
- M. The Contractor shall meet the Engineer on-site to define those areas which will require soil erosion and sediment control facilities, discuss their construction and thereafter provide detailed plans for review of such facilities by the Engineer.
- N. All soil erosion and sediment control practices shall be left in place and maintained, including silt and sediment removal, until construction is completed, area is stabilized and the Engineer so directs.

- O. The Contractor shall restrict his/her operations to the Contract Limits as shown on the Contract Drawings. Any encroachment outside the areas of construction shall be the Contractor's responsibility and he/she shall assume all costs for repairing any damage caused by his/her operations.

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SECTION 02115

STORAGE TANK REMOVAL

PART 1 – GENERAL

1.1 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, equipment and incidentals required to locate, decontaminate, remove and dispose of three underground storage tanks (USTs) and two above ground storage tanks (ASTs), including, but not limited to the proper decontamination and removal of the tank, tank's contents, and associated supply piping, return piping, heating piping, remote fill piping, vent piping, vent riser and appurtenances. Proper closure of the tanks shall be in accordance with applicable federal, state and local regulations.
- B. The Contractor shall assume that the size of each UST is 550 gallons, one of the AST is 1,000 gallons and one of the ASTs is 5,000 gallons. The approximate location, dimension, and configuration of each tank shall be established by the Contractor. The Contractor shall assume each tank is one-quarter full of liquid.
- C. The Contractor shall submit all plans outlined in this section prior to removal of the tanks. These plans shall be written to meet the requirements of all other applicable sections of this specification. These plans must be submitted to the Engineer in accordance with the General and Supplementary Conditions. The plans must be approved by the Engineer prior to the start of tank removal work. No claims of delay will be permitted due to the Contractor's failure to obtain approval of the plans by the Engineer.
- D. Based on current site historical information, all tanks identified are currently not registered with the applicable local, state and federal agencies. The Contractor shall submit all necessary registration forms on behalf of the Owner, obtain all necessary permits and approvals, and provide all necessary submittals to applicable federal, state and local agencies, during and after performance of the removal work. The Contractor shall pay for all required permits and submittals and for all fees required to perform the work in this Section. The Contractor shall be aware that tank registration fees required by 6 NYCRR Parts 596 through 599 or Parts 612 through 614 are waived for this project pursuant to 6 NYCRR Part 375-1.12(e). No claims of delay will be permitted due to the Contractor's submission of registrations and the Contractor shall continue to work while awaiting final registration response.

- E. The Contractor shall characterize, remove and dispose of any residual product, sand, concrete, water and sludge and properly decommission and remove the tanks. The Contractor shall be responsible for the testing required for disposal classification of any contaminated debris, including, but not necessarily limited to, oil, sludge, water or water containing oil, and other ancillary tank system related materials such as piping, conduit, wiring, tank-fill facilities, and monitoring devices, to be removed from the Site.
- F. The Contractor shall be responsible for the excavation, segregation and stockpiling of any contaminated soil identified as part of the tank removals, as per Section 02111, Excavation, Removal and Handling of Contaminated Materials.
- G. The Contractor shall backfill all excavation following inspection and approval by the Engineer. Backfilling shall be completed in accordance with Section 02200, Backfill and Compaction.
- H. Following backfill of all excavation areas, Contractor shall restore the disturbed areas with topsoil and seed, in accordance with Section 02490, Site Restoration.

1.2 SUBMITTALS

- A. The Contractor shall submit to the Engineer the following for review in accordance with the General and Supplementary Conditions. Contractor shall obtain approval from the Engineer for these Submittals prior to start of the work.
 - 1. Tank Disposal Plan, included as part of the Contractor's Work Plan, shall include the following information:
 - a. The name and address of the company(s) that will accept the remaining contents of the tank and all contaminated water collected during tank and pipe cleaning. (The Contractor is encouraged to recycle all other materials where feasible).
 - b. The name and address of the licensed tank disposal/recycling facility that will accept the tank and piping.
 - c. Written confirmation shall be submitted from each of the disposal or recycling facilities indicating that they will accept the tank and piping, any remaining product or sludge, and other materials to be removed as part of this Work.

- B. Submit all pertinent information relating to the transport of materials specified herein. The information submitted shall include as a minimum:
 - 1. Name and address of all transporters.
 - 2. United States Environmental Protection Agency (EPA) Identification Number and expiration date.
 - 3. Proof of permit, license or authorization to transport waste in all affected states.
- C. Obtain and submit all local, state, and federal permits required for the transport and disposal of all waste resulting from the performance of this Work.
- D. Document that the disposal facility(s) proposed have all certifications and permits required by local, state, and federal regulatory agencies to receive and dispose of the liquid and the solid wastes resulting from performance of the Work.
- F. Manufacturer's literature and applicable Material Safety Data Sheets (MSDS) sheets for all cleaning solutions for decontamination of the tank interiors. Solutions containing chlorinated solvents or volatile organic compounds shall not be permitted.
- G. Tank Closure Report at the completion of the tank removal activities. This report shall include, but is not limited to, tank registrations, a description of field activities, description of the excavated areas, copies of waste bills of lading or manifests, waste profiles, daily logs, description of tank contents, sample results, photographs, quantities removed, truck weigh tickets, disposal facility forms, and certificates of final disposal (or destruction) for each manifest and all other information and documentation required by NYSDEC.

1.3 QUALIFICATIONS

- A. The tanks shall be removed by a Contractor who is experienced in the closure and removal of tanks, operation of heavy equipment and has proper training to perform tank removals and closures.

1.4 REFERENCE STANDARDS

- A. The following are applicable references and regulations, incorporated herein by reference:
1. National Fire Protection Association (NFPA) Standard 327: Cleaning and Safeguarding Small Tanks and Containers.
 2. American Petroleum Institute (API), Bulletin No. 1604, Recommended Practice for Abandonment and Removal of Used Underground Storage Tanks.
 3. API, Bulletin No. 2015, Cleaning Petroleum Storage Tanks.
 4. Resource Conservation and Recovery Act, 40 CFR Parts 260-265, Safe Entry and Cleaning of Petroleum Storage Tanks.
 5. 6 NYCRR Parts 612-614, Petroleum Bulk Storage Regulations.
 6. US Department of Transportation (US DOT) 49 CFR Section 172.500 et seq.
 7. NYSDEC Spill Technology and Remediation Series (STARS) Memo#1 Petroleum-Contaminated Soil Guidance Policy.
 8. NYSDEC Technical & Operational Guidance Series (TOGS) Ambient Water Quality Standards and Guidance Values and Groundwater Effluent Limitations.
 9. NYSDEC Division of Environmental Remediation (DER-10) Technical Guidance for Site Investigation and Remediation dated November 2009.
 10. USEPA, 40 CFR 280, Underground Storage Tanks: Technical Requirements Final Rule.
 11. New York City Fire Department, FP Directive 3-73 Division of Fire Protection.
 12. U.S. Department of Labor, OSHA 29 CFR 1910.146, Permit-Required Confined Spaces.

1.5 NOTIFICATION

- A. The Contractor shall notify the NYSDEC seven (7) calendar days prior to commencement of any tank removal work and shall obtain any necessary

permits and complete necessary registration forms. The Contractor shall notify the aforementioned parties in writing.

- B. The Contractor shall notify all utilities prior to the work, and arrange for mark-outs of underground utilities in accordance with all applicable local, state and federal regulations.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 GENERAL

- A. The Contractor's SO, as identified in the Contractor's approved Health and Safety Plan, shall be present at all times during the Work. The SO shall test excavation and underground storage tank for the presence of explosive, oxygen rich, oxygen deficient, and/or asphyxiating conditions using portable combustible gas indicators (CGIs), photoionization detectors (PIDs) and percent oxygen indicators in accordance with the HASP. The Safety Officer shall continuously monitor the atmosphere of the work site for the presence of dust and organic vapors. Flammable or combustible vapors are likely to be present in the work area. The concentration of vapors in the tank, the excavation, or the work area may reach flammable (explosive) range before venting is completed and a safe atmosphere is reached. Therefore, precautions must be taken to: (a) eliminate all potential sources of ignition from the area, (b) prevent the discharge of static electricity during venting of flammable vapors, (c) prevent the accumulation of vapors at ground level, and (d) use only intrinsically safe communication equipment in construction zone. Refer to API Bulletin No. 2015 for general precautionary measures to follow during the vapor-freeing procedure. The Contractor shall implement preventive measures, as necessary, if dust or organic vapors are produced during the performance of the Work.
- B. The Contractor shall properly calibrate, thoroughly check and maintain all instrumentation (CGIs, PIDs, and percent oxygen indicators) according to the manufacturer's instructions. Persons responsible for testing must be completely familiar with the use of the instrument and the interpretation of the instrument's readings.
- C. The Contractor shall install visible barricades around the work area throughout the entire performance of the tank removal activities and until backfill and compaction has been completed.

- D. The Contractor shall verify that all appropriate utilities are disconnected, locked out, and tagged prior to starting work on that utility.
- E. The Contractor shall perform all necessary site preparation, restoration, security and control including but not limited to temporary fencing, backfilling and shoring as necessary to protect adjacent structures, workers and the public.
- F. The Contractor shall segregate clean and contaminated materials, as directed by the Engineer and the Owner.

3.2 PRE-REMOVAL

- A. The Contractor shall remove drop tubes and check valves from the tank, if present. The Contractor shall drain and flush with water all piping back into tank.
- B. The Contractor shall remove any materials from the tank including, but not limited to product. Convey product via a temporary closed system into approved drums or containers. Alternatively, product can be removed via a vacuum tanker truck or similar specifically used to remove product and/or sludge. After filling the drums or containers, seal the containers closed, identify contents and store the containers in the Contractor's storage and staging area.
- C. Drums or containers shall be labeled as follows:
 - 1. Specific work site (e.g., Glenmere Lake Property - UST)
 - 2. Drum (container) number (in increasing sequence as filled)
 - 3. Contents (e.g., rinse water from tank cleaning)
 - 4. Date filled
- D. Contractor shall maintain a written inventory of drums and containers.
- E. Contractor shall remove cover materials over the UST and piping, and excavate additional soil as required to expose top of tank, fittings and product lines. Contractor shall disconnect and remove all piping, except vent line.
- F. Cap or plug all tank openings, except vent line.

3.3 TANK CLEANING AND REMOVAL

- A. The Contractor shall purge the tank of vapors and oxygen by one of the following methods:
 - 1. Displacement with bottled, inert gas (e.g., carbon dioxide)
 - 2. Displacement with dry ice (minimum 15 lbs. per 1,000 gallon tank volume).
- B. The Contractor shall gain access to the tank interior (of non-enterable tanks) by careful use of a cold cut with a pneumatic rivet-buster, or equivalent. The cut shall be wetted with water to reduce the potential for sparks.
- C. The Contractor shall clean the inside of the tank in accordance with API Bulletin No. 2015 using high-pressure water rinse. Use as little water as possible for proper cleaning. Remove and containerize wash water and residual liquids and debris. After filling containers, seal the containers closed, mark and placard contents on the containers and place the containers in the Contractor's staging and storage area.
- D. The Contractor shall remove the tank, appurtenances, concrete enclosures, manways, access hatches, and all piping, including, but not limited to, supply piping, return piping, fill piping, vent piping and the vent riser, from the excavation. The Contractor shall use an approved biodegradable cleaning solution suitable for removal of fuel oil and clean the interior and exterior surfaces of the piping to remove all residual material and soil from the surfaces.
- E. Cleaning shall be done within the area of the Contractor's decontamination pad. Used cleaning solution and contaminated materials removed during the cleaning process shall be collected and containerized by the Contractor in drums or containers, and disposed by the Contractor at an approved TSD facility. Prior to transportation for disposal, these drums shall be labeled and stored as described above. All cleaning related materials and operations, and disposal of used cleaning solution and associated contaminated debris, shall be provided and performed at no additional cost to the Owner.
- F. Tank and piping shall be inspected for signs of corrosion, cracks, structural damage, or leakage. Tank inspection shall be documented in writing and by photographs, with particular emphasis on any evidence of corrosion, cracks, structural damage, or leakage.

- G. The Contractor shall excavate and remove any contaminated materials identified during the removal of the tanks and shall temporarily store them within the Contractor's temporary soil staging area. Excavation, removal and storage of contaminated materials shall be in accordance with Section 02111, Excavation, Removal and Handling of Contaminated Materials.

3.4 DISPOSAL OF TANK AND CONTAMINATED MATERIALS

- A. The Contractor shall permanently and legibly label both sides of the exterior shell of each tank with letters in orange spray paint not less than 2 inches high as follows:

TANK HAS CONTAINED (LIST TANK CONTENTS)
NOT VAPOR FREE, DO NOT ENTER
DATE OF REMOVAL (month, day, year)

- B. The Contractor shall remove, and legally transport and dispose of all piping, each tank, and ancillary equipment from each excavation. The Contractor shall ensure that each tank is unfit for further use by drilling or puncturing multiple holes in all surfaces. The Contractor shall provide the Engineer with certification that the tank and ancillary equipment were properly disposed at an approved and permitted disposal facility.
- C. The fluid wastes generated and collected as a result of the tank emptying and the tank cleaning and the solid materials generated during each tank excavation shall be sampled and classified by the Contractor in accordance with the approved disposal facilities' requirements. It is assumed that the fluid wastes are a nonhazardous waste and disposal of such material shall be addressed under Payment Item No. 3B. In the event that the fluid waste is determined to be hazardous based on the results of waste characterization, disposal of such material shall be addressed under Payment Item No. 3C.
- D. Once classified and accepted by the approved facility in accordance with all local, state, and federal requirements, the Contractor shall provide the Engineer with a legible photocopy of any manifests. The Contractor shall obtain all permits necessary to conform to these regulations and shall identify in writing, the facility at which this material will be disposed.

3.5 DECONTAMINATION OF EQUIPMENT AND MATERIALS

- A. All decontamination procedures of equipment and materials shall conform to the requirements of applicable USEPA and NYSDEC regulations, as appropriate, and Section 01658, Equipment Decontamination.

3.6 CLOSE-OUT

- A. At the direction of the Engineer, the Contractor shall place backfill in excavation and compact in accordance with Section 02200, Backfill and Compaction. Backfill should be to 6 inches below the lines, grades and dimensions of the existing conditions, as they existed prior to performance of the excavation.
- B. The Contractor shall place 6 inches of topsoil and seed in accordance with Section 02490, Site Restoration. Topsoil should be to the lines, grades and dimensions of the existing condition, as they existed prior to performance of the excavation.
- C. Upon completion of the above tasks, the Contractor shall provide to the Engineer and Owner a written Tank Closure Report acceptable to NYSDEC detailing tank removal activities. This report shall be submitted to the Engineer no later than three (3) weeks from completion of the fieldwork.

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SECTION 02130

WASTE TRANSPORTATION AND DISPOSAL

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The Contractor shall furnish all labor, materials, supplies, equipment, power, facilities and incidentals necessary to label, sample, test, manifest, transport and dispose of all waste and materials generated by the Work, and designated for removal from the site by the Engineer and the Owner, and any other materials as shown on the Contract Drawings and as directed by the Engineer and the Owner.
- B. Labeling, sampling, testing, manifesting, transporting and disposing of waste shall be performed in accordance with all applicable federal, state and local laws and regulations, and the requirements of the disposal facility.
- C. The Contractor shall prepare and issue all notifications, and apply for and obtain all permits and approvals required to complete the Work. All fees for licenses, permits, tolls, approvals, taxes, etc. shall be the responsibility of the Contractor.
- D. The Work shall be performed in accordance with all the approved plans.
- E. Materials removed from the site shall be transported directly to facilities which have received prior approval of the Engineer and the Owner.
- F. Related work specified elsewhere.
 - 1. Section 01653, Work Plan.
 - 2. Section 01658, Equipment Decontamination.
 - 3. Section 02111, Excavation, Removal and Handling of Contaminated Materials.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

- A. The Contractor shall provide all required notifications to federal, state and local agencies prior to transporting material off site. Copies of all notifications issued by the Contractor shall be transmitted to the Engineer at the time of issuance.
- B. Materials characterized as hazardous waste shall not be combined with non-hazardous material.
- C. The Contractor shall be responsible for all sampling and analyses required for disposal. All sampling shall be conducted with the Engineer present. The Contractor shall be required to obtain approval from the Engineer of the sampling and analytical methods and the analytical laboratory to be used (refer to Section 01652, Sampling Plan). The results of all analyses shall be submitted to the Engineer prior to removal of any material from the site. The time and date of collection and sample identification numbers shall be clearly indicated on the results of analyses furnished to the Engineer.
- D. The Contractor shall complete all required manifest forms and bills of lading as required by applicable laws and regulations for transportation and disposal of materials off-site. The Owner shall obtain the EPA-required generator identification number for the site, if necessary. The Contractor shall provide all required manifests and bills of lading to the Engineer along with all requested backup documentation. The Owner shall sign all manifests and bills of lading. However, the Contractor shall be responsible for assuring that all notifications, labeling, documentation, sampling, analysis, transportation and disposal requirements of the disposal facility, and federal, state and local requirements are complied with and properly documented. Waste manifests submitted to the Owner and Engineer shall be furnished with a certification signed by the Contractor stating that all requirements of the disposal facility and federal, state and local governments are complied with.
- E. In accordance with the approved Work Plan, the Contractor shall provide letters of commitment from all disposal facilities to the Engineer. The letters of commitment shall state that the facility is able to accept the waste which the Contractor intends to ship to the facility.
- F. Vehicles used to haul materials shall be designed, equipped, operated and maintained to prevent leakage, spillage or airborne emissions during transport. The containers shall be lined with 10-mil polyethylene sheeting

prior to loading. All vehicles shall be decontaminated as specified in Section 01658, Equipment Decontamination, including truck tires and undercarriages, prior to leaving the site. The Contractor shall be responsible for supplying all labor, materials, equipment and supplies for decontaminating the vehicles used and shall be responsible for disposal of wastes resulting from decontamination.

- G. Prior to departure from the site of each vehicle transporting waste, a decontamination certificate signed by the Contractor's site superintendent shall be submitted to the Engineer. The certificate shall include:
1. The date and time of departure and the vehicle license plate number;
 2. A statement that no contaminated soil or other contaminated material is adhered to the vehicle body, tires or undercarriage and no soil will be tracked off site onto public roadways;
 3. A statement that the vehicle container is lined with plastic sheeting and/or is not leaking or dripping liquids;
 4. A statement that the contents of the vehicle are covered or completely enclosed so as to prevent any releases of vapors or particulate matter; and
 5. The route of transport and location where the waste is being transported to.
- H. Certified weigh tickets showing the weight of the vehicle at the time of arrival and departure from the disposal facility shall be provided as a prerequisite to payment for all material transported off-site. The weight tickets shall be signed and dated by a representative of the Contractor certifying to the accuracy of all measurements, the date and time of arrival and departure of each vehicle, the disposal location and the vehicle identification number.

+ + END OF SECTION + +

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SECTION 02200

BACKFILL AND COMPACTION

PART 1 - GENERAL

1.1 SUMMARY

A. Scope:

1. Contractor shall perform all backfilling and compacting of earth materials as shown, specified, and required. This includes, but not necessarily limited to, UST excavation areas and excavation areas below ASTs.
2. All necessary preparation of subgrade shall be included.

B. Sources of Materials:

1. General fill materials shall be obtained from off-site sources.

C. Related Work Specified Elsewhere:

1. Section 02111, Excavation, Removal and Handling of Contaminated Materials

1.2 SUBMITTALS

A. Submit the following, as noted below, in accordance with the General and Supplementary Conditions:

1. Independent Testing Laboratory: Prior to conducting the required tests, the Contractor shall submit, to the Engineer, for approval, the name of the independent test laboratory which will facilitate the required testing.
2. Samples and Test Results:
 - a. At least 2 weeks prior to the date of anticipated use, the Contractor shall submit, to the Engineer, for approval, a representative sample of all off-site material required. The Contractor shall notify the Engineer in writing of the source of each sample.
 - b. The Contractor shall provide, along with the above samples, the required test results, excluding the field density test.

3. Manufacturer's Data: Submit for approval manufacturer's specifications, performance characteristics and operating instructions for the compaction equipment.

1.3 QUALITY ASSURANCE

A. Samples and Tests

1. Materials used shall be subject to examination and tests before acceptance and during the duration of this Contract.
2. Any material may be tested and no materials for which laboratory tests are required shall be used by the Contractor until the Contractor has received notification of acceptance, and then only as long as its quality remains equal to that of the accepted sample.
3. Material rejected as the result of laboratory tests will not be resampled or retested unless otherwise directed by the Engineer.
4. Results of the test of any material may be compared with records of similar materials in actual service, and when such service record is unsatisfactory, use of the material will not be allowed even though the tests are satisfactory.
5. Testing of materials for approval shall include, but shall not be limited to, the following (all tests to be performed after screening or processing of the material).
 - a. Grain size distribution in accordance with ASTM D422, including hydrometer analysis.
 - b. Characterization in accordance with ASTM D2487.
 - c. Moisture/Density relationship in accordance with ASTM D698 (Standard Proctor).
6. As part of the prequalification process, the Contractor shall collect and analyze samples of all materials brought on-site in accordance with the NYSDEC Draft DER-10 Technical Guidance for Site Investigation and Remediation dated November 2009. Sampling shall include all analytes listed at 6 NYCRR Part 375-6.8(b) and shall be conducted at the frequency as specified in Draft DER-10, Table 5.4. All materials shall meet all requirements of 6 NYCRR Part 375-6.7(d). Sampling results shall be provided to the NYSDEC and approved prior to use at the site.

7. The Contractor shall assist the Engineer, as requested, in providing access to the Work, the taking and recovery of samples, the repair of the sampled areas, etc. No aspect of the Contractor's involvement in providing assistance to the Engineer shall be construed by the Contractor as suitable grounds for claim of hardship, delay or additional compensation.

1.4 JOB CONDITIONS

- A. Dust Control: Contractor shall conduct all operations and maintain the area of activities, including sweeping and sprinkling of roadways, so as to minimize creation and dispersion of dust. In addition, Contractor shall be responsible for controlling dust caused by operation of vehicles and equipment, clearing or for any reason whatever.
- B. Odor Control: At the direction of the Engineer, Contractor shall, as an odor abatement measure, cover, at the end of each work day, all areas of organic or odorous material which were exposed during excavation with poly sheeting.
- C. Roadways and Walks: Unless otherwise approved by the Engineer, excavated material and materials of construction shall be so deposited, and the Work shall be so conducted, as to leave open and free for vehicular traffic a roadway not less than 10 feet in width. All hydrants, valves, and other facilities which may require access during construction shall be kept accessible for use. During the progress of the Work, Contractor shall maintain such roadways in satisfactory condition and the Work shall at all times be so conducted as to cause a minimum of inconvenience to the Owner and Pedestrians.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS FOR ALL FILL MATERIAL

- A. All fill material from off-site sources shall be free of organics, clay, debris, waste, frozen materials and other deleterious matter.
- B. The Contractor shall excavate, haul and place material from approved off-site sources. No material excavated from the Glenmere Lake Property remedial activities shall be reused.
- C. All materials shall be subject to inspection by the Engineer. Material from off-site sources not meeting the above specifications shall not be accepted. All costs associated with reprocessing of rejected material shall be borne by the Contractor.

2.2 SOIL MATERIALS

- A. General Fill: Soil materials for general backfill and fill shall be in accordance with NYSDOT Standard Section 203-2.02.C and shall conform to the following gradation.

<u>Sieve Size</u>	<u>Percent Passing by Weight</u>
4-inch	100
No. 40	0-70
No. 200	0-15

- B. All reclaimed soil shall be obtained from sources permitted by the New York State Department of Environmental Conservation under 6 NYCRR Part 360.
- C. Mined soil shall be obtained from mining operations permitted by NYSDEC.
- D. Unsuitable Material: All soil not meeting the requirements of Paragraph A and all organic materials.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Contractor shall provide Engineer with sufficient time and means to examine the areas and conditions under which excavating, filling, and grading are to be performed. Work shall not proceed until all unsatisfactory conditions have been corrected in a manner acceptable to Engineer.

3.2 BACKFILL AND COMPACTION

- A. Fill excavations as promptly as Work permits, but not until completion of the following:
1. Acceptance by Engineer of all Work within the excavation.
 2. Inspection, testing, approval, and recording of locations of underground utilities, connections, branches, structures and other facilities.
 3. Removal of temporary shoring and bracing, and backfilling of voids with satisfactory materials.

4. Removal of trash and debris.
 5. Completion of endpoint sampling and successful analytical results.
 6. Installation of a geotextile demarcation layer in accordance with Section 02540, Aggregates and Geotextiles, as directed by the Owner and/or Engineer.
- B. Excavation shall be kept dry during backfilling operations. Backfills around piping and structures shall be brought up evenly on all sides.
- C. All backfill shall be placed in layers not exceeding 6 inches in thickness, and each layer shall be compacted as specified below.
- D. Backfill adjacent to building structures and walls shall be compacted by light weight equipment, such as "walk behind" vibratory plate compactors. Heavy self propelled compactors shall not be used until the following criteria are met:
1. Area to be compacted is a minimum of 10 feet from building walls and/or structures.
- E. "Jumping jack" hammers shall not be used.
- F. Compaction Density Requirements:
1. Unless otherwise noted, the degree of compaction required for all types of fill shall be 95 percent in accordance with ASTM D698 (Standard Proctor Test). Material shall be moistened or aerated as necessary to provide the moisture content that will facilitate obtaining the specified compaction.
 2. The Contractor shall notify the Engineer a minimum of 24 hours prior to starting any compaction operation.
 3. Field density tests shall be made by an independent testing laboratory employed by the Contractor to determine the actual density attained in each layer of fill. No fill shall be placed over a layer which has not been tested and approved. Should these tests indicate that the density of any layer of fill or portion thereof is below the required density, the particular layer or portion thereof shall be reworked until the required density has been obtained. Field density test procedures shall conform with ASTM D2167, ASTM D1556, or ASTM D2922. All final test results shall be submitted to the Engineer for review. One test per 50 cubic yards placed, or other approved frequency, shall be performed, except that no less than one test shall be performed for each lift.

4. The moisture content of the fill material shall be at or slightly below the optimum moisture content for the soil being utilized during the entire time when the compactor is working on the fill. If, in the opinion of the Engineer, the fill is too dry for proper compaction, the Contractor shall spray the fill with a sufficient quantity of clean water to bring the fill layer to the proper moisture content. When the moisture content of a lift about to be compacted exceeds the required amount, compaction shall be deferred until the layer has dried to the required amount. Natural drying may be accelerated by blending in a dry material or manipulation alone to increase the rate of evaporation as approved by the Engineer. Increased loose lift thickness caused by blending in a dry material may necessitate a change in compaction equipment to meet the minimum provisions required for compaction.
 5. No fill material shall be placed, spread or compacted while the ground or fill is frozen or thawing or during unfavorable weather conditions. When work is interrupted, fill operations shall not be resumed unless the moisture content and density of the fill are as previously specified. The fill surface must be made smooth and free from ruts or indentations at the end of any working day when any significant precipitation is forecast and/or at the completion of the compaction operations in that area, in order to prevent saturation of the fill material.
- G. Contractor shall repair, at no additional cost to the Owner, any settlement that occurs.

3.3 GRADING

- A. Uniformly grade areas within limits of the Work, including adjacent transition areas. Smooth subgrade surface within specified tolerances, compact with uniform levels or slopes between points where elevations are shown, or between such points and existing grades.

+ + END OF SECTION + +

SECTION 02490

SITE RESTORATION

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope of Work:

1. This section provides for the placement of topsoil and seeding for restoration of all areas excavated or disturbed within the limits of clearing as specified, shown on the Contract Drawings, and as directed by Owner and Engineer.
2. Areas of the site which are backfilled during periods outside the time of seeding requirements of this section shall be temporarily stabilized until permanent vegetation can be established. Contractor shall submit to the Engineer for approval the method of temporary stabilization prior to initiating excavation activities.

B. Related Work Specified Elsewhere:

1. Section 02111 - Excavation, Removal and Handling of Contaminated Soil
2. Section 02200 - Backfill and Compaction

1.2 QUALITY ASSURANCE

A. The Contractor shall comply with the submittal requirements specified in the General and Supplementary Conditions.

B. Submittals:

1. The Contractor shall submit certificates of materials compliance before delivery of material for the following items:
 - a. Seed
 - b. Topsoil
 - c. Limestone
 - d. Mulch

1.3 INSPECTION

- A. The sources of seed and topsoil shall be submitted to the Engineer at least five (5) days prior to delivery. Seed and topsoil shall be inspected prior to delivery.

PART 2 - PRODUCTS

2.1 TOPSOIL

- A. The Contractor shall comply with the general requirements for all fill materials as stated under Section 02200 – Backfill and Compaction, Part 2 Paragraph 2.1.
- B. The topsoil shall consist of a fertile, friable, natural top soil of loamy character, without admixtures of subsoil, uniform in quality and shall be free from refuse of any nature, hard clods, stiff clay, sods, hard pan, pebbles larger than 3/4-inch in diameter, coarse sand, noxious weeds, sticks, brush, or other rubbish.
- C. The topsoil shall be taken from a well drained, arable site, preferably one which has been under cultivation at least 5 years previous to the time of removal.
- D. The topsoil shall contain not less than 2 percent nor more than 20 percent organic matter, as determined by loss on ignition of oven-dried samples. The samples shall be thoroughly oven-dried to constant weight at a temperature of 221°F.
- E. The pH of all topsoil shall be not less than 5.5 and not more than 7.6. After the testing of the samples of material, if the loam is found to be unsatisfactory for the intended use, the Engineer shall require that the Contractor, without additional compensation, add to the top soil proposed for use, lime or particular humus, as directed in order to make the topsoil suitable.
- F. Mechanical Analysis: The sieve analysis on an oven-dried sample shall be as follows:

<u>Sieve Size</u>	<u>% Passing by Weight</u>
2 inch	100
1 inch	85-100
1/4 inch	65-100
No. 200	20-80

- G. Chemical Analysis: The topsoil shall be analyzed for Target Compound List (TCL) volatile organic compounds; TCL semivolatile compounds; TCL pesticides; TCL PCBs; Target Analyte List (TAL) metals; and cyanide. Sample collection and analysis shall be in accordance with the Contractor's approved Sampling Plan (See Section 01652). The results of the chemical analysis shall meet the requirements of the NYSDEC Unrestricted Use Soil Cleanup Objectives found at 6 NYCRR Part 375-6.

2.2 SEED

A. General:

1. Grass seed shall be fresh, recleaned seed of the latest crop. Material other than pure live seed shall comprise only nonviable seed, chaff, hulls, harmless inert matter and shall be free from noxious weeds. The mixture shall have less than one quarter (1/4) of one (1) percent weed content. Seed shall be mixed before delivery and shall consist of the mixture specified and in conformity with the following proportions by weight and meeting with the following standards of seed content. The percentage of purity shown on the label will be acceptable. The percentage of germination shall not be less than the minimum specified.

B. Mixtures:

1. Seed mixture shall be in accordance with the following:

<u>Seed Mixture</u>	<u>Minimum Purity</u>	<u>Rate in lbs/1000 ft²</u>
Fine fescue	95	3
Perennial ryegrass	95	1
Kentucky bluegrass	95	1

2. The following brand name mixtures are approved substitutes: Manhattan, Pennfine, N.K. 200 or Norlea in the proper percentages of mixture or any other current approved brand name mixture.

C. Packaging:

1. All grass seed shall be delivered in unopened standard size bags of the vendor showing weight, analysis and the name of vendor. It shall be stored in such a manner that its effectiveness will not be impaired.

2.3 GROUND LIMESTONE

A. Composition:

1. Ground limestone (calcium carbonate) shall have the following analysis: At least fifty (50) percent shall pass a two hundred (200) mesh sieve; at least seventy (70) percent shall pass a one hundred (100) mesh sieve; and one hundred (100) percent shall pass a ten (10) mesh sieve. Total carbonates shall not be less than eighty (80) percent or 44.8 percent calcium oxide equivalent; for purposes of calculation, total carbonates shall be considered as calcium carbonate.

B. Packaging:

1. Ground limestone packed in the manufacturer's standard containers shall weigh not over one hundred (100) pounds each with the name of the material, net weight of contents and the manufacturer's name and guaranteed analysis appearing on each container. Bulk shipments shall be accompanied by a certificate covering the names, weight and analysis as specified herewith for packaged material.

2.4 MULCH-WOOD FIBER

A. General:

1. Wood fiber suitable for use as a mulch for seeding shall be processed so that the fibers will remain in uniform suspension in water under agitation and will blend with grass seed, fertilizer, ground limestone and other additives to form a homogenous slurry. It shall have the characteristics which, upon hydraulic application, shall form a blotter-like ground coating with moisture absorption and percolation properties and the ability to cover and hold grass seed in intimate contact with the soil. Wood fiber shall contain no growth or germination inhibiting factors and shall be dyed green. The wood fiber mulch shall be "Superior Fiber" manufactured by Wolbert Master and Assoc. Inc., "Silva Fiber" as manufactured by Weyerhaeuser or equal.

B. Packaging:

1. Wood fibers shall be supplied in the manufacturer's unopened standard containers weighing not over one hundred (100) pounds each, with the name of the material, net weight of contents, the

manufacturer's name and the air dry weight of fiber (equivalent to ten (10) percent moisture) appearing on each container.

2.5 HAY

- A. Hay for mulching shall be mowings of acceptable herbaceous growth which is free of mold, undesirable seeds, coarse or deleterious materials or from noxious weeds. Materials which are low grade and unfit for farm use such as "U.S. sample grade" shall be acceptable.

2.6 EROSION CONTROL FABRICS

- A. Contractor shall provide erosion control fabrics as necessary and as specified in the Contractor's Soil Erosion and Sediment Control Plan, prepared as part of the Work Plan (see Sections 01653 and 02112).

2.7 MISCELLANEOUS LANDSCAPE MATERIALS

- A. Water:
 - 1. Water shall be from fresh water sources and free from soil, acids, alkalis, salt or any other substance injurious to plant growth.

PART 3 - EXECUTION

3.1 GENERAL

- A. The Contractor will be required to supply the necessary material to provide a 6-inch layer of topsoil over the areas to be seeded. Where directed by the Engineer, the surface of the subsoil shall be scarified or tilled to a minimum depth of 2 inches before topsoil or soil is placed to permit bonding of the upper soil layer with the subsoil.
- B. When delays in seeding operations carry the work beyond the specified seasons or when conditions of high winds, excessive moisture or frost are such that satisfactory results are not likely to be obtained for any stage of the work, the Engineer will stop the work. The work shall be resumed with the Engineer's approval when the desired results are likely to be obtained or when approved corrective measures and procedures are adopted.
- C. The Contractor shall be liable for any damage to property caused by seeding operations and all areas disturbed shall be restored to their original conditions to the satisfaction of the Engineer.

- D. One inch of water per week shall be applied (by the Contractor) on seeded areas for adequate soil saturation as required by weather conditions and as ordered by the Engineer until final acceptance. Watering shall be done in a manner which will not cause erosion or other damage to the finished surfaces. Any surfaces which become gullied or otherwise damaged shall be repaired to reestablish the grade and conditions of the soil prior to seeding. After the repairs have been made, the areas shall be reseeded as specified.

3.2 GRASS SEEDING

A. Time of Seeding:

1. Seeding shall be performed from March 1 to April 15 and from August 15 to October 15 unless otherwise approved. The Contractor shall notify the Engineer at least 48 hours in advance of the time he/she intends to begin seeding and shall not proceed with such work until permission has been granted.
2. If permanent seeding cannot be performed within the prescribed dates, the Contractor shall apply temporary seed and mulch to the completed areas as follows at no additional cost to the Owner. For the period between April 15 and August 15, the temporary seed shall be Annual Ryegrass applied at a minimum rate of 40 pounds per acre, uniformly mulched with hay at a minimum rate of 2 tons per acre and secured with mulch anchorage in accordance with the manufacturer's recommendations. For the period between October 15 and March 1, the temporary seed shall be winter rye or winter wheat applied at a minimum rate of 180 pounds per acre, uniformly mulched with hay at a minimum rate of 2 tons per acre and secured with mulch anchorage in accordance with the manufacturer's recommendations. Temporary plant materials shall be cut and removed or otherwise killed back prior to placement of final cover materials and permanent seedings at no additional cost to the Owner.

B. Preparation of Areas:

1. The areas to be seeded shall be cultivated and cleaned of all vegetative growth to a depth of 6 inches except as otherwise directed by the Engineer on designated areas where topsoil has been furnished and placed to a depth of 6 inches immediately prior to seeding. All weeds, roots, stumps, large stones and debris shall be removed, transported and disposed off-site by the Contractor. All washouts or other surface irregularities shall be repaired and additional topsoil shall be placed over the area as required until the

entire area to be seeded is covered with a minimum of 6-inch compacted layer of topsoil. The areas to be seeded shall then be rough graded to conform to the proper elevations as directed by the Engineer.

C. Final Preparations of Seed Bed:

1. The areas to be seeded shall be cultivated with a disc, rototiller or scarifier to a depth of 4 inches. The areas shall be smoothly graded to the proper elevations, free from all unsightly ridges, depressions or undue irregularities. Areas to be seeded that cannot be cultivated by mechanical means shall be scarified by hand to attain the degree of smoothness and uniformity of adjacent lawn areas. Any soft areas shall be thoroughly compacted with an accepted roller weighing at least 200 pounds.
2. All topsoil not used is to be removed and disposed of as directed by the Engineer.
3. Ground limestone shall be evenly distributed at the rate of 45 pounds per 1,000 square feet and worked into the top 3 inches of the soil during the cultivation required for the final preparation of seed bed.
4. In the event that it rains between the time the soil on any area is prepared and before it is seeded by any specified method, the soil on all areas to be seeded shall be completely pulverized to a depth of 1-inch as determined, directed and approved by the Engineer.

D. Sowing Seed:

1. Grass seed shall be sown evenly at the rate of 5 pounds per 1,000 square feet. All seeding is to be done on dry or moderately dry soil and at times when the wind does not exceed a velocity of five (5) miles per hour.
2. A mechanical seeder may be used such as a Brillion seeder or equal to distribute the seed. Rolling will not be necessary.
3. If the grass seed is to be sown by hand the seed shall be evenly distributed and lightly raked into the top 1/4-inch of soil. After seeding and raking, the soil surface is to be rolled with an accepted roller weighing at least two hundred (200) pounds.

E. Hydroseeding:

1. All requirements of "Grass Seeding" hereinbefore specified shall apply except as modified herein.
2. Areas to be hydroseeded shall be scarified sufficiently to break up the surface crust immediately before seeding as approved by the Engineer, except where the ground is loose and friable as immediately following grading, or as otherwise approved.
3. The hydroseeder slurry shall be a homogenous mixture of seed, mulch and limestone which shall remain in suspension in water under agitation. The slurry shall be evenly distributed over the area to be seeded and shall be applied in accordance with the following application rates per 1,000 square feet of surface seeded.
 - a. 140 gallons of water, 45 pounds of wood fiber mulch, 5 pounds of grass seed mixture, 45 pounds of ground limestone.
4. Any hydroseed slurry applied to paved areas or structures (e.g., fencing, building exterior walls, etc.) shall be promptly removed.

F. Seeding with Erosion Control Fabrics:

1. Erosion control fabrics shall be applied in accordance with the manufacturers' instructions as modified, directed and approved by the Engineer.

3.3 ESTABLISHMENT OF SEEDED AREAS

1. The Contractor shall maintain, water, mow and protect the seeded areas until a uniform stand of grass 2 1/2 inches high has been obtained. Any areas which have been damaged or fail to show a uniform stand of grass shall be scarified, refertilized and reseeded with the original seed mixture until all the designated areas are covered with grass.

+ + END OF SECTION + +

SECTION 02540

AGGREGATES AND GEOTEXTILE

PART 1 – GENERAL

1.1 DESCRIPTION

- A. The Contractor shall furnish all labor, materials, equipment, services, incidentals and any related items required to install stabilized construction entrance. The stabilized construction entrance shall be constructed at the construction entrance as shown on the Drawings. The stabilized construction entrance shall be removed at the completion of the project at the option of the Owner and Engineer, and surfaces shall be repaired by the Contractor to the satisfaction of the Owner and Engineer.
- B. The Contractor shall furnish all labor, materials, equipment, services, incidentals and related items required to install a geotextile layer to demarcate and isolate subgrade soils with residual contamination from clean, compacted general fill and topsoil as directed by the Owner and Engineer.
- C. The Contractor shall pre-qualify the sources of the materials prior to use on the project.
- D. For each source to be considered, the Contractor shall furnish the name and location of the source or stockpile, the estimated quantity of material available, and a representative sample of each material under consideration. Sample collection shall be performed in the presence of the Engineer.

1.2 REFERENCES

- A. American Association of State Highway and Transportation Officials (AASHTO) "Standard Specification for Geotextile Specification for Highway Applications" Designation M 288-96.
- B. American Society for Testing and Materials (ASTM):
 - 1. D 123 - Standard Terminology Relating to Geotextiles.
 - 2. D 276 - Standard Test Method for Identification of Fibers in Textiles.
 - 3. D 3786 - Standard Test Method for Hydraulic Bursting Strength of Knitted Goods and Nonwoven Fabrics.

4. D 4354 - Practice for Sampling of Geosynthetics for Testing.
 5. D 4355 - Test Method for Deterioration of Geotextiles from Exposure to Ultraviolet Light and Water (Xenon-Arc Type Apparatus).
 6. D 4439 - Terminology for Geotextiles.
 7. D 4491 - Test Methods for Water Permeability of Geotextiles by Permittivity.
 8. D 4533 - Test Method for Index Trapezoid Tearing Strength of Geotextiles.
 9. D 4632 - Test Method for Grab Breaking Load and Elongation of Geotextiles.
 10. D 4759 - Practices for Determining the Specification Conformance of Geosynthetics.
 11. D 4751 - Test Method for Determining Apparent Opening Size of a Geotextile.
 12. D 4833 - Test Method for Index Puncture Resistance of Geotextiles, Geomembranes and Related Products.
 13. D 4873 - Guide for Identification, Storage and Handling of Geotextiles.
 14. D5261 – Standard Test Method for Measuring Mass per Unit Area.
- C. Federal Highway Administration (FHWA) - Geosynthetic Design and Construction Guidelines, Publication No. FHWA HI-95-038, May 1995.
- D. Geosynthetic Accreditation Institute - Laboratory Accreditation Program (GAI-LAP).
- E. International Standards Organization (ISO) 9002 - Quality System Certification.

1.3 SUBMITTALS

- A. Submit each to the Engineer for approval:
1. Certification:
 - a. The Contractor shall provide the Engineer a certificate stating the name of the geotextile manufacturer, product

name, style, chemical compositions of filaments or yarns and other pertinent information to fully describe the geotextile.

- b. Materials must be obtained from a manufacturer with a quality control program that will assure compliance with the specifications.
- c. The manufacturer's certificate shall state that the furnished geotextile meets MARV requirements of the specification as evaluated under the manufacturer's quality control program. The certificate shall be attested to by a person having legal authority to bind the manufacturer.

2. Manufacturing Quality Control (MQC) test results shall be provided.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Geotextile labeling, shipment and storage shall follow ASTM D 4873.
- B. Product labels shall clearly show the manufacturer or supplier name, style name and roll number.
- C. Each shipping document shall include a notation certifying that the material is in accordance with the manufacturer's certificate.
- D. Each geotextile roll shall be wrapped with a material that will protect the geotextile from damage due to shipment, water, sunlight and contaminants.
- E. The protective wrapping shall be maintained during periods of shipment and storage. If the wrapping is damaged prior to installation, the outer wrap of geotextile material must be discarded before installation.
- F. During storage, geotextile rolls shall be elevated off the ground and adequately covered to protect them from the following: Site construction damage, extended exposure to ultraviolet (UV) radiation, precipitation, chemicals that are strong acids or strong bases, flames, sparks, temperatures in excess of 160°F, and any other environmental condition that might damage the geotextile.

1.5 QUALITY ASSURANCE SAMPLING, TESTING AND ACCEPTANCE

- A. Geotextile:
 - 1. Geotextiles shall be subject to sampling and testing to verify conformance with this specification. Sampling for testing shall be in accordance with ASTM D4354.

2. Acceptance shall be in accordance with ASTM D4759 based on testing of either conformance samples obtained using Procedure A of ASTM D4354, or based on manufacturer's certifications and testing of quality control samples obtained using Procedure B of ASTM D4354.
3. Quality assurance sampling and testing will be waived for ISO 9002-certified manufacturing facilities. Documentation of ISO 9002 certification shall be provided upon request.

PART 2 – PRODUCTS

- A. Aggregate shall be a uniformly graded mixture conforming to the material requirements of the New York State Department of Transportation (NYSDOT) Standard Specification, Item No. 304.04, Subbase Course, Type 2. The Contractor shall not be permitted to process the material on-site.
- B. Geotextile:
 1. The geotextile construction shall be an 8-ounce propylene, staple fiber, needle-punched nonwoven geotextile. Fibers shall be needed to form a stable network that retains dimensional stability relative to each other.
 2. Resistant to UV degradation, and biological and chemical environments normally encountered in soils.
 3. Minimum Average Roll Values:

<u>Property</u>	<u>Test Method</u>	<u>Units</u>	<u>Property Requirement</u>
Grab Tensile Strength	ASTM D4632	N (lbs)	979 (220)
Grab Elongation	ASTM D4632	Percent	50
Puncture Strength	ASTM D4833	N (lbs)	601 (135)
Mullen Burst	ASTM D3786	kPa (psi)	2,895 (420)
Trapezoidal Tear	ASTM D4533	N (lbs)	423 (95)
Apparent Opening Size	ASTM D4751	mm (US Std.)	0.180 (80)

<u>Property</u>	<u>Test Method</u>	<u>Units</u>	<u>Property Requirement</u>
Permittivity	ASTM D4491	sec ⁻¹	1.5
Water Flow Rate	ASTM D4491	l/min/m ² (gpm/ft ²)	4,480 (110)
UV Resistance (percent retained at 500 hours)	ASTM D4355	Percent	70

4. Quality Control:

- a. Manufacturing Quality Control (MQC): Testing shall be performed at a laboratory accredited by GAI-LAP for tests required for the geotextile, at frequency exceeding ASTM D 4354, with the following minimum acceptable testing frequency for the properties indicated:

<u>Property</u>	<u>Test Method</u>	<u>Test Frequency (sq ft)</u>
Grab Tensile Strength	ASTM D4632	1/100,000
Grab Elongation	ASTM D4632	1/100,000
Trapezoidal Tear	ASTM D4533	1/100,000
Mullen Burst	ASTM D3786	1/100,000

5. Manufacturer and Product: SI Geosolutions, Inc., Old Hickory, Tennessee, Geotex 861, or approved equal.

PART 3 – EXECUTION

- A. The Contractor shall install a layer of geotextile between aggregates and adjacent soil layer to separate materials as shown on the Contract Drawings, as specified and as directed by the Engineer. The upper edge of the geotextile shall be properly folded into the soil and stone to prevent a free edge.
- B. Adjacent geotextile rolls shall be overlapped, at a minimum, 24 inches.
- C. On curves, the geotextile may be folded or cut to conform to the curves. The fold or overlap shall be in the direction of construction and held in place by pins, staples or piles of fill or rock.

- D. Prior to covering, the geotextile shall be inspected by the Engineer to ensure that it has not been damaged during installation. No material shall be placed over any portion of the geotextile until it has been accepted by the Engineer.
- E. Damaged areas, as identified by the Engineer, shall be repaired immediately by covering the damaged area with a geotextile patch that extends an amount equal to the required overlap beyond the damaged area.
- F. Prior to covering, the geotextile installed to act as a demarcation layer shall be marked with a highly visible paint, marker, tape or other type device to indicate the presence of contaminated soil, as directed by the Owner and/or Engineer.
- G. Do not place overlaps along anticipated primary wheel path locations. Place overlaps at end of rolls in direction of aggregate placement with previous roll on top. The upper edge of the geotextile shall be properly folded into the aggregate to prevent a free edge.
- H. The stone layer in the stabilized construction entrance shall be installed as shown on the Contract Drawings, as specified and as directed by the Engineer.

3.2 PROTECTION

- A. Atmospheric exposure of the geotextile to the elements following lay down shall be limited to 5 days to prevent damage.

++ END OF SECTION ++