

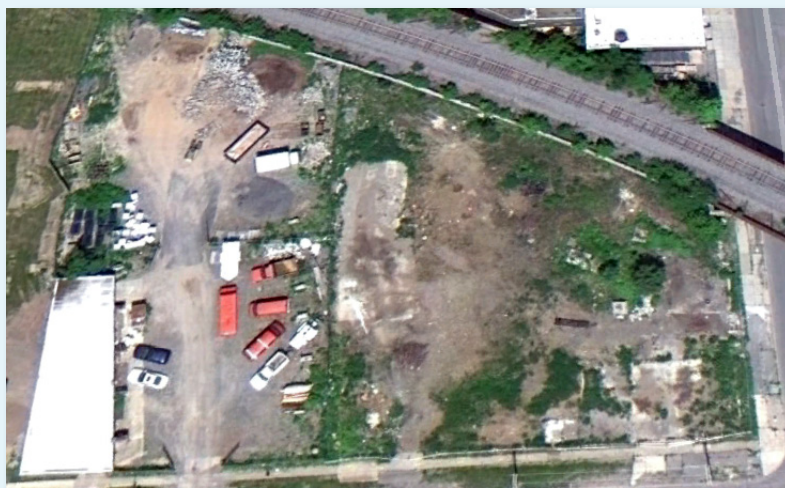


MCKINNEY PROPERTY SITE

INTERIM REMEDIAL MEASURE - REMEDIAL EXCAVATION AND OFF-SITE DISPOSAL

NYSDEC ERP SITE NO. E734086

D&B NO. 2013-001-001



**SYRACUSE HOUSING AUTHORITY
CITY OF SYRACUSE
ONONDAGA COUNTY, NEW YORK**

D&B NO. 2013-001-001

**INTERIM REMEDIAL MEASURE
REMEDIAL EXCAVATION AND OFF-SITE DISPOSAL
McKINNEY PROPERTY SITE**

Prepared by:

DVIRKA AND BARTILUCCI CONSULTING ENGINEERS

SEPTEMBER 2013

**McKINNEY PROPERTY SITE
INTERIM REMEDIAL MEASURE
REMEDIAL EXCAVATION AND OFF-SITE DISPOSAL
D&B NO. 2013-001-001**

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ADVERTISEMENT FOR BIDS

SYRACUSE HOUSING AUTHORITY

D&B NO. 2013-001-001

INTERIM REMEDIAL MEASURE
REMEDIAL EXCAVATION AND OFF-SITE DISPOSAL
AT THE MCKINNEY PROPERTY SITE

Sealed Bids for Interim Remedial Measure - Remedial Excavation and Off-site Disposal at the McKinney Property Site will be received by the Syracuse Housing Authority office, located at 516 Burt Street, Syracuse, New York until 1:00 p.m. (Local Time), on October 11, 2013, and then at said office publicly opened and read aloud.

The Contract Documents, consisting of Advertisement for Bids, Instructions to Bidders, Bid, Bid Bond, Agreement, General Conditions, Supplementary Conditions, Payment Bond, Performance Bond, Drawings, Specifications and Addenda may be examined at the following locations:

Syracuse Housing Authority
516 Burt Street
Syracuse, NY 13202

All bidders must obtain a set of the Contract Documents.

Copies of the Contract Documents may be obtained at the office of the Syracuse Housing Authority, 516 Burt Street, Syracuse, New York 13202, upon depositing the sum of \$100.00 for each set of documents.

Each Bid must be accompanied by a certified or bank cashier's check made payable to OWNER, 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, in an amount not less than five percent of the amount of the Bid submitted. The list may be ordered from the Government Printing Office Bookstore, 26 Federal Plaza, Room 110, New York, NY 10278, (212) 264-3825.

The Bidder to whom the OWNER proposes to award the Contract will be required to furnish performance and payment bonds and the necessary insurance certificates as prescribed in the General Conditions and the Supplementary Conditions upon the execution of the Agreement.

Bidders are required to execute a non-collusive bidding certification required by Section 103-d of the General Municipal Law of the State of New York.

The attention of Bidders is particularly called to the requirements as to the conditions of employment to be observed and the minimum wage rates to be paid under the contracts.

Bidders are also required to comply with the anti-discrimination provisions of Sections 290-301 of the Executive Law of the State of New York.

The OWNER reserves the right to reject any or all of the Bids received, to readvertise for Bids, to abandon the project, to waive any or all informalities in any Bid received and to accept any proposal which the OWNER decides to be for the best interest of the OWNER.

A mandatory pre-bid meeting will be held at the Project Site located at 1226 South McBride Street, Syracuse, Onondaga County, New York on September 30, 2013 at 11:30 a.m. (local time).

Syracuse Housing Authority

Marty Brunet

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.
 - 2.1 To demonstrate his qualifications for the Project, each BIDDER shall submit within five days of OWNER's 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 his Bid, each BIDDER must:
 - (a) examine and carefully study the Contract Documents and the other related data identified in the Bidding Documents.
 - (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 OWNER 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. OWNER will make copies of such surveys and reports available to any BIDDER requesting them. Before submitting his Bid each BIDDER will, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his 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 he has complied with every requirement of this Article 3.

3.4 A mandatory pre-bid meeting will be held at the Project Site located at 1226 McBride Street, Syracuse, Onondaga County, New York on September 30, 2013 at 11:30 a.m. (local time).

4. Interpretations. All questions about the meaning or intent of the Contract Documents shall be submitted to ENGINEER in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than ten calendar days prior to the date for opening of Bids will not be answered. 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 five (5) percent of its maximum Bid Price, as set forth in the Bid Form (attached hereto as an exhibit). The required Security must be in the form of a certified or bank cashier's check made payable to OWNER 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 he has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if he fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that BIDDER will be forfeited. The Bid Security of any BIDDER whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of the seventh day after the executed Agreement is delivered by OWNER to BIDDER and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid Security of other BIDDERS will be returned within seven days of the Bid opening.

6. Contract Time and Final Contract Time. The number of days for Substantial Completion of Work (the Contract Time) and for Final Completion of Work (Final Contract Time) are set forth in the Bid Form and 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 OWNER or ENGINEER after due investigation has reasonable objection to any proposed Supplier, he may, before giving the Notice of Award, request the apparent low BIDDER to submit an acceptable substitute without an increase in his Bid price. If the apparent low BIDDER declines to make any such substitution, he will thereby sacrifice his Bid Security. The OWNER or ENGINEER's failure to object to a Supplier does not relieve the BIDDER of his responsibility to furnish equipment that complies with the Specifications and shall not constitute a waiver of any right of the OWNER 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; additional copies may be obtained from ENGINEER.

8.2 Bid Forms 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, his title must appear under his signature and the official address of the partnership must be shown below the signature.

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

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

9. Approval of “or Equal” or Substitution Materials, Equipment or Systems. There shall be no approval given for any “or equals,” materials, equipment or systems prior to the Award of the Contract.

10. Submission of Bids. Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope, marked with the Project title, contract number, 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 separate Bid Form pages are used, they shall be securely attached to the Contract Documents.

11. Required Bid Submittals. The following are to be submitted within the time periods indicated. At the option of OWNER, failure to make or amend a submittal will constitute proof that the BIDDER has abandoned all rights and interests in the contract; that the Bid Security is forfeited to OWNER as liquidated damages; and that the Work may be award 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

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

- A description of projects completed by BIDDER documenting its experience in this type of work
 - Proof of Availability of insurance or Certificate of Insurance with endorsements
 - Corporate Resolution and Certifications
 - 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)
 - Labor and Materials Bond with Power of Attorneys (original and five copies)
 - Bid Breakdown of Items (original)
 - Certificates of Insurance (original and five copies)
 - Storm Water Management Plan
 - 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"
- 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 modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

13. Opening of Bids. Bids will be opened as indicated in the Advertisement for Bids.

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

15. Award of Contract.

15.1 BIDDERS shall be aware that the project is partially funded with State money, but the State is not a party to the awarded contract.

15.2 OWNER reserves the right to reject any and all Bids and waive any and all informalities, and the right to disregard all nonconforming or conditional Bids or counter proposals.

15.3 In evaluating Bids, OWNER 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. He 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. He may conduct such investigations as he 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 OWNER's satisfaction within the prescribed time. OWNER reserves the right to reject the Bid of any BIDDER who does not pass any such evaluation to OWNER's satisfaction.

15.4 If a contract is to be awarded, it will be awarded to the lowest responsive responsible BIDDER whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the Project.

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

15.6 Simultaneously with delivery of the executed counterparts of the Agreement to OWNER, the apparent successful BIDDER shall deliver to OWNER the required Contract Security.

16. Taxes.

BIDDERS shall refer to Section 6 of the General Conditions and to the Supplementary Conditions for applicable tax exemption.

17. Minority and Women's Business Enterprises/Equal Employment Opportunity Requirements

The BIDDER will be requested to make good faith efforts to subcontract at least 6 percent and 6 percent of the total contract price to NYS Certified Minority Business Enterprise(s) (MBE) and Women Business Enterprise(s) (WBE), respectively. The New York State Department of

Environmental Conservation does not allow substitution of a Disadvantaged or Disabled Business Enterprise (DBE) for a Minority Business Enterprise (MBE) under the State Assistance Program.

The MBE and EEO provisions are required provisions for this contract. The BIDDER is requested to comply with State regulations 9 NYCRR Part 543 entitled “Requirements and Procedures Regarding Business Participation Opportunities for Minorities and Women on State Contracts.”

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

The new system will be available seven (7) days a week, 7:00 a.m. to 10:00 p.m. and the information will be updated daily. Support will be available from 9:00 a.m. to 5:00 p.m., Monday through Friday, except for NYS holidays. If assistance is needed, call (518) 474-1979. For additional information and assistance regarding NYS Certified M/WBE’s, please contact the NYSDEC’s Minority and Women’s Business Programs Unit at (518) 402-9262.

Pursuant to New York State Executive Law Article 15-A and the attending rules and regulations, an approvable Minority/Women’s Business Enterprise-Equal Employment Opportunity (M/WBE-EEO) Utilization Plan will be required of the BIDDER. The M/WBE-EEO Utilization Plan shall be submitted within five days of notification that the BIDDER is the apparent low BIDDER. The Utilization Plan should state the M/WBE and EEO goals, the areas of work to be considered for solicitation of M/WBE firms and a listing of M/WBE firms to be used to supply identified subcontracting work/supplies. A CONTRACTOR Detailed EEO and M/WBE Utilization Plan form is included as part of the Bid and will be incorporated into the Contract.

The BIDDER will 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, the BIDDER agrees to make good faith efforts to employ minorities for at least 10 percent of, and women for at least 10 percent of, the work force hours required for the completion of the project. Different occupational category work force participation goals may be used to meet these overall goals for work force participation. The BIDDER 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 persons and women are afforded equal opportunity without discrimination. Such programs shall include, but not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selections for training or retraining, including apprenticeship and on-the-job training.

At the request of the NYSDEC, the BIDDER shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding and which is involved in the performance of the Contract with the Agency to furnish a written statement that such employment agency, labor union, or representative shall not discriminate because of race, creed, color, national origin, sex, age,

disability, or marital status, and that such union or representative will cooperate in the implementation of the BIDDER obligations hereunder.

18. Site Reports and Documents Available for Review by Bidders

Prospective BIDDERS shall be permitted to examine and review supporting documentation relative to the site at the offices of the Syracuse Housing Authority, Syracuse, New York during normal business hours. Prospective bidders may contact the Syracuse Housing Authority at (315) 475-6181 to arrange for an appointment. Due to the voluminous nature of the documents, hard copies of the documents cannot be provided to prospective bidders and the documents cannot be borrowed or removed from the offices of the Syracuse Housing Authority. Facilities for photocopying any or all portions of the documents are not available. Electronic copies of the documents can be obtained by contacting the Syracuse Housing Authority at the telephone number listed above or by contacting Joshua Cook at (315) 426-7411 or jpcook@gw.dec.state.ny.us.

The supporting documentation available to be examined and reviewed is as follows:

1. *Site Investigation Report - McKinney Property Site*, Dvirka and Bartilucci Consulting Engineers, November 2011.
2. *Remedial Alternatives Analysis Report, McKinney Property Site*, Dvirka and Bartilucci Consulting Engineers, December 2011.
3. *Toxicity Characteristic Leaching Procedure Sampling Results for Metals*, Dvirka and Bartilucci Consulting Engineers, July 2012.
4. *Site Investigation Report*, S&W Redevelopment of North America, LLC, January 2004.

**CONTRACTOR DETAILED EEO AND MBE/WBE UTILIZATION PLAN
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

Contractor Name						
Contract Type/Number						Contract Award Date
Address		City		State		Zip Code
Project Owner Name						Project/Grant Number
Address		City		State		Zip Code
Authorized Representative		Title		Authorized Signature		
Contract Description						
PROJECTED EEO AND MBE/WBE CONTRACT SUMMARY						
	Percent	Amount		Percent	No. of Employees	Work/Hours
1. Total Dollar Value of the Prime Contract			5. Total Number Employees/ Work Hours			
2. MBE Goal Applied to the Contract			6. Total Goal for Minority Employees			
3. WBE Goal Applied to the Contract			7. Total Goal for Female Employees			
4. MBE/ WBE Combined Totals			8. EEO Combined Totals			
For the Office of Minority and Women's Business Programs Use Only						
Work Plan Proposed Goals			Date Approved	Date Disapproved		Initials
MBE (%)	EEO-Minorities (%)					
WBE (%)	EEO-Minorities (%)					

SECTION I - MBE INFORMATION: In order to Achieve the MBE Goals, MINORITY-OWNED Firms are Expected to Participate in the Following Manner:

MBE Firm	Description of Work Quantities Involved By MBE	Projected MBE Contract Amount and Award Date	Contract Schedule Start Date	Contract Payment Schedule	Project Completion Date
name: address: city: state/zip code: telephone:		\$ _____ Date:			
name: address: city: state/zip code: telephone:		\$ _____ Date:			
name: address: city: state/zip code: telephone:		\$ _____ Date:			
name: address: city: state/zip code: telephone:		\$ _____ Date:			

SECTION II - WBE INFORMATION: In order to Achieve the WBE Goals, WOMEN-OWNED Firms are Expected to Participate in the Following Manner:

WBE Firm	Description of Work Quantities Involved By WBE	Projected WBE Contract Amount and Award Date	Contract Schedule Start Date	Contract Payment Schedule	Project Completion Date
name:		\$ _____ Date:			
address:					
city:					
state/zip code:					
telephone:					
name:		\$ _____ Date:			
address:					
city:					
state/zip code:					
telephone:					
name:		\$ _____ Date:			
address:					
city:					
state/zip code:					
telephone:					
name:		\$ _____ Date:			
address:					
city:					
state/zip code:					
telephone:					
name:		\$ _____ Date:			
address:					
city:					
state/zip code:					
telephone:					

SECTION III - EEO INFORMATION: In order to Achieve the EEO Goals, Minorities and Females are Expected to Be Employed in the Following Job Categories for the Specified Amount of Work Hours:

Job Categories	Total Work Hours of Contract	All Employees		Minority Employees			
		Males	Females	Black	Asian	Native American	Hispanic
Officials/ Managers							
Professionals							
Technicians							
Sales Workers							
Office/Clerical							
Craftsmen							
Laborers							
Service/Workers							
TOTALS							

BID

SYRACUSE HOUSING AUTHORITY

D&B NO. 2013-001-001

McKINNEY PROPERTY SITE
INTERIM REMEDIAL MEASURE
REMEDIAL EXCAVATION AND OFF-SITE DISPOSAL

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 ninety-five (95) 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 one hundred twenty five (125) consecutive calendar days after the date of Substantial Completion (Final Contract Time).
2. The undersigned and OWNER recognize that time is of the essence of the Agreement to be executed by the undersigned (if awarded the Contract) 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 OWNER \$1,500.00 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 Final Contract Time or any proper extension thereof granted by OWNER, BIDDER shall pay OWNER \$750.00 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 Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
4. In submitting this Bid, BIDDER represents, as set forth in the Agreement, that:
 - a. BIDDER has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged, but he agrees that he is bound by all addenda whether or not listed herein.

Addendum No.

Addendum Date

- 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 OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - h. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
 - i. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to BIDDER.
 - j. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
5. The undersigned further understands and agrees that he is 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:

SYRACUSE HOUSING AUTHORITY

McKINNEY PROPERTY SITE

INTERIM REMEDIAL MEASURE

REMEDIAL EXCAVATION AND OFF-SITE DISPOSAL

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>Total Price Bid in Figures</u>
<u>BASE BID ITEMS</u>					
G-1	L.S.	1	Mobilization and Demobilization	_____ dollars and _____ cents \$ _____	\$ _____
G-2	L.S.	1	Clearing and Grubbing	_____ dollars and _____ cents \$ _____	\$ _____
G-3	L.S.	1	Demolition and Removals	_____ dollars and _____ cents \$ _____	\$ _____
G-4	C.Y.	180	Excavation of Nonhazardous Contaminated Soil - Area 1	_____ dollars and _____ cents \$ _____	\$ _____
G-5	C.Y.	90	Excavation of Nonhazardous Contaminated Soil - Area 2	_____ dollars and _____ cents \$ _____	\$ _____
G-6	C.Y.	34	Excavation of Nonhazardous Contaminated Soil – Area 3	_____ dollars and _____ cents \$ _____	\$ _____
G-7	Gal.	78,000	Dewatering	_____ dollars and _____ cents \$ _____	\$ _____

SYRACUSE HOUSING AUTHORITY

McKINNEY PROPERTY SITE

INTERIM REMEDIAL MEASURE

REMEDIAL EXCAVATION AND OFF-SITE DISPOSAL

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>Total Price Bid in Figures</u>
<u>BASE BID ITEMS</u>					
G-8	Sample	5	Excavation Endpoint Sampling – Area 1	_____ dollars and _____ cents \$ _____	\$ _____
G-9	Sample	5	Excavation Endpoint Sampling - Area 2	_____ dollars and _____ cents \$ _____	\$ _____
G-10	Sample	5	Excavation Endpoint Sampling – Area 3	_____ dollars and _____ cents \$ _____	\$ _____
G-11	C.Y.	130	Backfill and Compaction – Area 1 (Off-site Source)	_____ dollars and _____ cents \$ _____	\$ _____
G-11A	C.Y.	40	Backfill and Compaction – Area 1 (On-site Source)	_____ dollars and _____ cents \$ _____	\$ _____
G-12	C.Y.	80	Backfill and Compaction - Area 2	_____ dollars and _____ cents \$ _____	\$ _____
G-13	C.Y.	24	Backfill and Compaction – Area 3 (Off-site Source)	_____ dollars and _____ cents \$ _____	\$ _____

SYRACUSE HOUSING AUTHORITY

McKINNEY PROPERTY SITE

INTERIM REMEDIAL MEASURE

REMEDIAL EXCAVATION AND OFF-SITE DISPOSAL

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>Total Price Bid in Figures</u>
<u>BASE BID ITEMS</u>					
G-13A	C.Y.	6	Backfill and Compaction – Area 3 (On-site Source)	_____ dollars and _____ cents \$ _____	\$ _____
G-14	C.Y.	180	Transportation and Off-site Disposal of Nonhazardous Contaminated Soil - Area 1	_____ dollars and _____ cents \$ _____	\$ _____
G-15	C.Y.	90	Transportation and Off-site Disposal of Nonhazardous Contaminated Soil - Area 2	_____ dollars and _____ cents \$ _____	\$ _____
G-16	C.Y.	34	Transportation and Off-site Disposal of Nonhazardous Contaminated Soil – Area 3	_____ dollars and _____ cents \$ _____	\$ _____
G-17	S.Y.	3,000	Demarcation Layer	_____ dollars and _____ cents \$ _____	\$ _____
G-18	C.Y.	850	Permeable Cover	_____ dollars and _____ cents \$ _____	\$ _____
G-19	EA	5	On-Site Groundwater Monitoring Well Restoration	_____ dollars and _____ cents \$ _____	\$ _____
G-20	EA	2	On-Site Groundwater Monitoring Well Decommissioning	_____ dollars and _____ cents \$ _____	\$ _____

SYRACUSE HOUSING AUTHORITY

McKINNEY PROPERTY SITE

INTERIM REMEDIAL MEASURE

REMEDIAL EXCAVATION AND OFF-SITE DISPOSAL

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>Total Price Bid in Figures</u>
<u>BASE BID ITEMS</u>					
G-21	S.Y.	460	Top Soil and Seed	_____ dollars and _____ cents \$ _____	\$ _____
G-22	L.S.	1	6-Foot High Chain-Link Fence and Swing Gates	_____ dollars and _____ cents \$ _____	\$ _____
<u>OPTIONAL BID ITEMS</u>					
G-23	S.Y.	850	Asphalt Pavement	_____ dollars and _____ cents \$ _____	\$ _____
G-24	L.S.	1	Light Pole Bases	_____ dollars and _____ cents \$ _____	\$ _____

TOTAL AMOUNT OF BID ITEMS G-1 THROUGH G-22 (**BASE BID ITEMS**)

IN FIGURES \$ _____

IN WORDS _____

TOTAL AMOUNT OF BID ITEMS G-23 AND G-24 (**OPTIONAL BID ITEMS**)

IN FIGURES \$ _____

IN WORDS _____

Bids will be compared on the basis of the lower of the TOTAL AMOUNT OF BID (BASE BID ITEMS G1 THROUGH G-22).

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.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in bidding.

6. The BIDDER proposes to use the following equipment vendors for the following principal items of equipment to be used in the Work, to wit:

<u>Item</u>	<u>Ref. to Specification</u>	<u>Equipment Vendor's Name and Address</u>
1. Geotextile	02540	
2. Fill Materials	02200	

7. 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, and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER; and
- b. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; and
- c. 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
- d. No attempt has been made or will be made by the BIDDER, directly or indirectly, to induce any other individual or entity to submit or not to submit a Bid, or to submit a false or sham bid, for the purpose of restricting competition.

8. The undersigned submits herewith Bid Security in the amount of \$_____. In case this Bid is accepted by the OWNER, 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 a performance bond and a labor and material payment bond in the amounts required and in the form prescribed, the amount of Bid Security shall be forfeited and will be retained by the OWNER 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 a performance bond and a labor and material payment bond will be required of the BIDDER to whom the OWNER proposes to award the Contract. The undersigned agrees that if he is designated the apparent successful BIDDER and is issued a Notice of Award, simultaneously with delivery of the executed counterparts of the Agreement, he shall furnish to the OWNER 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.

Dated _____, 20____

Legal Name of Corporation

(If Corporation, affix
Corporation seal)

By _____
Name and Title of Signatory

THE P.O. ADDRESS OF THE BIDDER

_____ Street

_____ City and State

IF A CORPORATION

Name

Address

_____ President _____

_____ Secretary _____

_____ Treasurer _____

IF A PARTNERSHIP

Names of Partners

Address

IF A JOINT VENTURE

Names of Members

Address

IF AN INDIVIDUAL

Name of Individual

Address

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 resides at _____ that he is the _____ of _____ the corporation described in and which executed the foregoing Bid; that he 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 signed his 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 acknowledged to me that he 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 executed the same.

SEAL

NON-COLLUSION CERTIFICATION

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

1. The prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other BIDDER or with any competitor and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER;
2. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; and
3. 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 any competitor; and
4. No attempt has been made or will be made by the BIDDER, directly or indirectly to induce any other individual or entity to submit or not to submit a Bid, or to submit a false or sham Bid, for the purpose of restricting competition.

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.

FIRM _____

BY _____

(CORPORATE SEAL, IF ANY) TITLE _____

ADDRESS _____

DATE: _____

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we _____
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and _____
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of _____
as Surety, hereinafter called the Surety, are held and firmly bound unto _____
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of _____

_____ Dollars (\$ _____),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for _____
(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____ 19____

(Witness) { _____ (Principal) (Seal)

(Title)

(Witness) { _____ (Surety) (Seal)

(Title)



INSTRUCTION SHEET

FOR AIA DOCUMENT A310, BID BOND—1970 EDITION

A. GENERAL INFORMATION

1. Purpose

AIA Document A310 establishes the maximum penal amount that may be due the Owner if the Bidder fails to execute the contract and to provide the required performance and payment bonds, if any. It provides assurance that, if a bidder is offered a contract based on its rendered proposal but fails to enter into the contract, then the Owner will be paid the difference in cost to award the contract to the next qualified bidder, so long as the difference does not exceed the maximum penal amount of the bond.

2. Related Documents

The A310 is not incorporated by reference into other AIA documents. For further reference on bonding procedures, see Construction Bonds and Insurance Guide, 2nd Edition, by Bernard B. Rothschild, FAIA, published by the AIA. See also AIA Document A501, Recommended Guide for Competitive Bidding Procedures; AIA Document 701, Instructions to Bidders; AIA Document A771, Instructions to Interiors Bidders; and AIA Document G612, Owner's Instructions Regarding Construction Contract, Insurance and Bonds, and Bidding Procedures.

3. Use of Non-AIA Forms

AIA Document A310 may be used with any appropriate AIA or non-AIA document. CAUTION SHOULD BE EXERCISED BEFORE ITS USE TO VERIFY ITS COMPLIANCE WITH CURRENT LAWS AND REGULATIONS BY CONSULTING WITH AN ATTORNEY OR A BOND SPECIALIST.

B. COMPLETING THE A310 FORM

1. Modifications

Users are encouraged to consult with an attorney or a bond specialist before completing the A310, particularly concerning the effect of federal, state, and local laws on the terms of this document.

2. Identification of the Parties

The Contractor, the Surety, and the Owner should be identified using their respective full names and addresses or legal titles under which the bond is to be executed. The state in which the Surety is incorporated also should be identified in the space provided.

3. Bond Amount

The dollar amount of the bond should be provided in both written and numerical form.

4. Project Description

The proposed project should be described in sufficient detail to identify (1) the official name or title of the facility, (2) the location of the site, and (3) the proposed building type, size, scope, or usage.

C. EXECUTION OF THE BOND

The bond must be signed by both the Contractor and the Surety. The parties executing (signing) the bond should print their title and impress their corporate seal, if any. Where appropriate, attach a copy of the resolution or bylaw authorizing the individual to act on behalf of the firm or entity. As to the Surety, this usually takes the form of a power of attorney issued by the Surety company to the bond producer (agent) who signs on its behalf.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

BOND No.

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of

Dollars (\$).

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated , 20 , entered into a contract with Owner for

(Here insert full name, address and description of project)

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part herof, and is hereinafter referred to as the Contract.

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of the defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less than the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this

day of

, 20

(Seal)

(Principal)

(Witness)

(Title)

(Seal)

(Surety)

(Witness)

ATTORNEY-IN-FACT

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place
of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

EJCDC No. 1910-28-B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the

OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR:

4.2.1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

4.2.2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

4.2.3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

AGREEMENT

THIS AGREEMENT made as of the _____ day of _____ in the year _____ by and between the Syracuse Housing Authority (“OWNER”) and _____ (“CONTRACTOR”)

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

Article 1. WORK. The CONTRACTOR shall perform all Work as specified or indicated in the Contract Documents for the completion of the Project generally described as follows:

Interim Remedial Measure - Remedial Excavation and
Off-site Disposal at the McKinney Property Site

Article 2. ENGINEER. The Project has been designed by:

DVIRKA AND BARTILUCCI CONSULTING ENGINEERS
330 CROSSWAYS PARK DRIVE
WOODBURY, NY 11797-2015

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

Article 3. CONTRACT TIME AND FINAL CONTRACT TIME: The Work shall be substantially completed in accordance with Section 14 of the General Conditions within ninety five 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 one hundred twenty-five consecutive calendar days after the date when the Contract Time commences to run as provided in Section 2 of the General Conditions (Final Contract Time).

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 \$_____ (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, is the amount of the Contract Price. As provided in Section 11 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 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. 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.

6.1 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:

6.1.1 Retention of five (5) percent of payments claimed until work has been substantially 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.

6.1.2 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.

6.1.3 A municipal, state or federal bond may be accepted in lieu of all or part of the cash retainage.

6.2 Upon Final Completion of the Work 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. 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 This Agreement (pages 1 to 7, inclusive).
- 7.2 Exhibits to this Agreement (none).
- 7.3 CONTRACTOR's Bid.
- 7.4 Notice of Award.
- 7.5 Instructions to Bidders (pages I-1 to I-12, inclusive).
- 7.6 General Conditions (pages GC-1 to GC-67, inclusive).
- 7.7 Supplementary Conditions (pages SC-1 to SC-14, inclusive).
- 7.8 Detailed Specifications.
- 7.9 Drawings as listed in the Specifications.

- 7.10 Addenda (numbers ____ to ____, inclusive).
- 7.11 Any Modifications, including Change Orders, duly delivered after execution of this Agreement.
- 7.12 Appendices.
- 7.13 Bid Bond.
- 7.14 Performance Bond.
- 7.15 Payment Bond (page 00620-1 to 00620-2, inclusive).

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 Bidding 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 (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.

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 OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

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

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, his partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither the members, directors, officers or agents of the OWNER nor any person executing this Agreement on behalf of the OWNER shall be liable personally or be subject to any personal liability of accountability by reason of the execution of the Agreement. Anything in this Agreement or any attachment hereto to the contrary notwithstanding, any obligations of the OWNER under this Agreement for the payment of money shall not create a debt of the State of New York or the Syracuse Housing Authority, and neither the State of New York nor the Syracuse Housing Authority shall be liable on any obligation so incurred.

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. 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 \$1500 for each consecutive calendar day that expires after the Contract Time specified in Article 3 for Substantial Completion 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 within the Final Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$750 for each consecutive calendar day that expires after the time specified in Article 3 for Final Completion and readiness for final payment until the Work is completed and ready for final payment.

9.1.2 Recovery of liquidated damages under this Article 9 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 _____

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest _____ Attest _____

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__ before me personally came and appeared _____ to me known, who being by me duly sworn, did depose and say that he resides at _____ that he is the _____ of _____ the corporation described in and which executed the foregoing instrument; that he 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 signed his name thereto by like order.

SEAL _____

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__ 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 instrument and he acknowledged to me that he executed the same as and for the act and deed of said firm.

SEAL _____

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF _____)
) SS:
COUNTY OF _____)

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

SEAL _____

ACKNOWLEDGMENT OF OFFICER OF
_____(OWNER)
EXECUTING CONTRACT

STATE OF _____)
_____) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally
appeared _____, Commissioner.

The duly elected and qualified _____ of executed the foregoing
instrument, to me known and known to me to be such _____ of the
_____ and he being by me duly sworn did depose and say;
that he is the _____ of the _____; that he
resides at _____; that he knows the corporation
seal of said _____; that the seal affixed to said instrument is
such corporate seal; and that he executed the same as such _____ for the purpose
herein mentioned.

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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 Advertisement or Invitation to Bid, Instructions to Bidders, Bid Security form, if any, and the Bid form with any supplements.

Bonds - Bid, performance and payment bonds and other instruments of security, furnished by CONTRACTOR and his surety in accordance with the Contract Documents.

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

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 Contract Time - The number of days 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 by him 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 his obligations under the Contract Documents.

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

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 he delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as he 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 five (5) 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 his 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 observe any conditions at the site affecting it. He shall at once report in writing to ENGINEER any variation, conflict, error, ambiguity, discrepancy or inconsistency which he may discover; however, he shall not be liable to OWNER or ENGINEER

for his 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 thirty 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

his representative, ENGINEER, Resident Project Representatives, CONTRACTOR and his 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, he shall call it to ENGINEER's attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his 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. 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 him to an extension of the Contract Time, he 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 inhering in work of the character provided in the Contract Documents. If ENGINEER finds that the conditions do materially so differ and which could not reasonably have been anticipated by CONTRACTOR, and which cause an increase or decrease in CONTRACTOR's cost, or the time required, for performing any part of the Work under these Contract Documents, whether or not changed as a result of the conditions, a Change Order shall be issued 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 required.

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.

4.4.1.3.1 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.

4.4.1.3.2 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.

4.4.1.3.3 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.

4.4.1.3.4 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 he is entitled to an adjustment in Contract Price or Contract Time, he 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 Indemnatee's own negligence.

4.5 Reference Points

OWNER shall provide engineering surveys for construction to establish reference points which in his 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. He 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 anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.23); 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 by OWNER for Hazardous Environmental Condition

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

Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.6.7 shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

4.6.8 Indemnification by CONTRACTOR for Hazardous Environmental Condition

To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.6.8 shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

4.6.9 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 - BONDS AND INSURANCE

5.1 Performance, Payment, and Other Bonds

5.1.1 CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Upon application for final payment, the CONTRACTOR shall provide the OWNER with a Maintenance Bond which shall remain in effect for one year from the date of approval of final payment as a guarantee that the CONTRACTOR will make good any faults or defects in the Work arising from improper or defective workmanship or materials which may appear during that period. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

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

5.1.3 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.

5.2 Licensed Sureties and Insurers

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

5.3 Proof of Insurance

CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions and in paragraph 5.4.2.1 and 5.5.1.1 of these General Conditions, proof of insurance which CONTRACTOR is required to purchase and maintain.

Such proof of insurance shall consist of certificates of insurance and signed endorsements naming the additional insureds and other evidence of insurance requested by OWNER or any other additional insured.

5.4 CONTRACTOR's Liability Insurance

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

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

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

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

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

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

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

5.4.2 The policies of insurance so required by this paragraph 5.4 to be purchased and maintained shall:

5.4.2.1 with respect to insurance required by paragraphs 5.4.1.3 through 5.4.1.6 inclusive, include as additional insureds OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, principals, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds. The insurance coverage afforded to these additional insureds shall be primary and noncontributory with respect to any separate insurance independently owned by the additional insured or its Engineers, for all claims covered thereby;

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

5.4.2.3 include completed operations insurance;

5.4.2.4 include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 4.4.4, 4.6.7, 4.6.8, 6.13, 6.18, and 6.31 through 6.33 inclusive.

5.4.2.5 contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions and in paragraph 5.4.2.1 of these General Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.3 will so provide);

5.4.2.6 remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.9; and

5.4.2.7 with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions and in paragraph 5.4.2.1 of these General Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and two years thereafter).

5.5 Property Insurance

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

5.5.1.1 include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

5.5.1.2 be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by

enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

5.5.1.3 include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals);

5.5.1.4 cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5.5.1.5 allow for partial utilization of the Work by OWNER;

5.5.1.6 include testing and startup; and

5.5.1.7 be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

5.5.2 CONTRACTOR shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

5.5.3 All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.5 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.6.

5.6 Waiver of Rights

OWNER and CONTRACTOR intend that all insurance policies purchased in accordance with this Section will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies. Such insurance shall be primary with respect to any similar insurance purchased or maintained by an additional insured notwithstanding the provisions of such insurance. Any other insurance maintained by an additional insured for injury or damage that is covered by the insurance required under this Section 5 shall be excess and noncontributing with the insurance maintained by CONTRACTOR. All such policies shall contain provisions to the effect that in the

event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

5.7 Receipt and Application of Insurance Proceeds

5.7.1 Any insured loss under the policies of insurance required by paragraph 5.5 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.7.2. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

5.7.2 OWNER as fiduciary shall have power to adjust and settle any loss with the insurers.

5.8 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 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.

5.9 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 as provided in paragraph 14.11, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.5 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

SECTION 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision and Superintendence

CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently and with his best skill and attention. He 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 he 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. He 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 (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

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 a reasonable time 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 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, at the rate by deducting such costs from payments due for work completed. In the event an approved item is requested by the CONTRACTOR to be changed or substituted for, 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 he 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 who has been accepted by OWNER and ENGINEER unless ENGINEER determines that there is good cause for doing so.

6.10 CONTRACTOR's Responsibility for Subcontractors

CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of his 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 he is responsible for the acts and omissions of persons directly employed by him. 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 he 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 he 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 his 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, he 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, he 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 his 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 his equipment, the storage of materials and equipment and the operations of his workmen 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 men, 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 he 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 him 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.

6.20.1 CONTRACTOR shall 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. He 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. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for such safety and protection. He 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 his 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 resubmittal 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 his 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 2.7, 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 timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER, but his 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 he assumes full responsibility for doing so and that he 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 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 an approved item is requested by the CONTRACTOR to be changed or substituted for, 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 his 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 he 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, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, 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 regardless of the negligence of any such individual or entity. 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

In any and all claims against OWNER or ENGINEER or any of their agents or employees of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, 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, his agents or employees 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, his 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 he 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 his work with theirs.

7.1.1 If the OWNER shall determine that the CONTRACTOR is failing to coordinate his 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 his work with the work of this Contract as directed, the ENGINEER will investigate the charge. If he finds it to be true, he 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 his 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 his 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. His 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 his 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 him in additional expense or entitles him to an extension of the Contract Time, he 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 him 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 his 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 is 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 OWNER's Representative

ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents.

9.2 Visits to Site

ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe 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. He will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. His 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 observations, he will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

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

9.3 Clarifications and Interpretations

ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as he may determine necessary, which shall be consistent with or reasonably inferable from the Contract Documents.

9.4 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. He 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.

9.5 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.

9.6 Authority as to Change Orders

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

9.7 Authority as to Applications for Payment

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

9.8 Resident Project Representatives

If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative and assistants to assist ENGINEER in carrying out his responsibilities at the Site. The Resident Project Representative shall be authorized to observe all Work done and materials furnished. Such observation 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.

9.9 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.

9.10 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 him 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.

9.11 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 he will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.12 CONTRACTOR's Omissions

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

9.13 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 him 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 his 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 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 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 his 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 schedules of job classifications agreed upon by OWNER and CONTRACTOR. 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, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER and CONTRACTOR shall make provisions so that they may be obtained.

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 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.

11.4.5 Supplemental costs including the following:

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

11.4.5.2 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 and cost, less market value, of such items used but 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 from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, 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, imposed by Laws and Regulations.

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

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, 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, he shall be paid for his services a fee proportionate to that stated in paragraph 11.6.2.

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

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

11.4.5.9 The cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

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 his 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 his 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 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 his 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 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 be fifteen (15) percent.

11.6.2.2 For costs incurred under paragraph 11.4.3, the Contractor's Fee shall be five percent; 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. 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 10 percent 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 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 such change which results in a net decrease in cost, will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease.

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 he makes a Claim therefor as provided in paragraph 12.1. Delays beyond the control of CONTRACTOR may include, but not be limited to, acts or neglect by OWNER and ENGINEER, acts or neglect of utility owners or of any other contractors performing other work as contemplated by Section 7, or of any workers employed by OWNER, fires, floods, labor disputes, epidemics, 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

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. 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 observation, and such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of his intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.4 CONTRACTOR's Obligations

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

13.5 Access to Work

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

13.6 Unauthorized Covering of Work

If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for his observation and replaced at CONTRACTOR's expense.

13.7 ENGINEER's Request to Inspect Covered Work

If any Work has been covered which ENGINEER has not specifically requested to observe 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 his correction, removal or replacement of his defective Work.

13.10 OWNER May Correct Defective Work

13.10.1 If CONTRACTOR fails within three 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 seven days written notice to CONTRACTOR, 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.

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, he 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 days written notice to CONTRACTOR may, without prejudice to any other remedy he 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 days prior to submitting the first Application for a progress payment, CONTRACTOR shall submit a progress schedule, a final schedule of Shop Drawing submission 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 his 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 his recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing his 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 to him 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 him to OWNER, based on ENGINEER'S on-site observations of the executed Work and on his review of the Application for Payment and the accompanying data and schedules, that to the best of his 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 Recommendation of Final Payment

ENGINEER's recommendation of final payment will constitute an additional representation by him to OWNER that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in paragraph 14.14 appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

14.7 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:

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

14.7.1.2 the Contract Price has been reduced by Modification;

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

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

14.8 OWNER's Refusal to Make Payment

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

14.8.1 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;

14.8.2 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 Lien Discharge Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

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

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

14.9 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. 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.

14.10 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 tentative list.

14.11 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 he 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 his 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.

14.12 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.

14.13 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, he 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 5.4.2.7, 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 his 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 him against any Lien.

14.14 Recommendation of Final Payment

If, on the basis of his observation and review of the Work during construction, his final inspection and his 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 his obligations under the Contract Documents, he will, within a reasonable period of time after receipt of the final Application for Payment, indicate in writing his 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, he 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 him of any recommended final Application for Payment, pay CONTRACTOR the amount recommended by ENGINEER.

14.15 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.

14.16 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.

14.17 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 his 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 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 he 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 he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of his property, or if he 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 he fails to make prompt payments to Subcontractors or Suppliers for labor, materials or equipment or if he disregards Laws or Regulations or if he disregards the authority of ENGINEER, or if he otherwise violates any provision of the Contract Documents), then OWNER may, without prejudice to any other right or remedy and after giving CONTRACTOR and his Surety three 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 he 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 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 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 days' notice to OWNER and ENGINEER stop the Work until he 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 him 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 computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

16.3 Specifications and Drawings

All Specifications, Drawings and copies thereof furnished by ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him 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 his 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 DOL – Supplemental Requirements

The CONTRACTOR is advised of the New York State Department of Labor Legislation (Labor Law 220-H) for all public projects where the total cost of all work performed is at least \$250,000, requires that all personnel employed in the performance of the contract on the public work site, either by the CONTRACTOR, subcontractor or other person doing or contracting to do the whole or a part of the work completed by the contract, be certified prior to performing any work on the project as having successfully completed the OSHA 10-hour Construction Safety and Health Course.

16.9 New York State General Municipal Law 103-g, Iranian Energy Sector Divestment

16.9.1 Effective Date: April 12, 2012. As used in this section:

- a. "Energy sector" shall have the same meaning as defined in paragraph (a) of subdivision one of section one hundred sixty-five-a of the state finance law.
- b. "Financial institution" shall have the same meaning as defined in paragraph (b) of subdivision one of section one hundred sixty-five-a of the state finance law.
- c. "Investment" shall have the same meaning as defined in paragraph (c) of subdivision one of section one hundred sixty-five-a of the state finance law.
- d. "Iran" shall have the same meaning as defined in paragraph (d) of subdivision one of section one hundred sixty-five-a of the state finance law.
- e. "Person" shall have the same meaning as defined in paragraph (e) of subdivision one of section one hundred sixty-five-a of the state finance law.

16.9.2 For purposes of this section, a person engages in investment activities in Iran if:

- a. The person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

- b. The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

16.9.3 A person that is identified on a list created pursuant to paragraph (b) of subdivision three of section one hundred sixty-five-a of the state finance law as a person engaging in investment activities in Iran as described in subdivision two of this section, shall not be deemed a responsible Bidder or offerer pursuant to section one hundred three of this article.

16.9.4 Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under the penalties of perjury:

- a. "By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law."
- b. Notwithstanding paragraph a of this subdivision, the statement of non-investment in the Iranian energy sector may be submitted electronically in accordance with the provisions of subdivision one of section one hundred three of this article.
- c. A bid shall not be considered for award nor shall any award be made where the condition set forth in paragraph a of this subdivision has not been complied with; provided, however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. A political subdivision may award a bid to a Bidder who cannot make the certification pursuant to paragraph a of this subdivision on a case-by-case basis if:
 - 1) The investment activities in Iran were made before the effective date of this section, the investment activities in Iran have not been expanded or renewed after the effective date of this section, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - 2) The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

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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 - DEFINITIONS

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

OWNER – Syracuse Housing Authority

CONTRACTOR – Refers to the individual or entity with whom the Owner has executed the Agreement.

ENGINEER – Refers to the Owner’s designated representative.

SC 2.0 - 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	Demolition Plan
3	Remediation Plan
4	Grading Plan
5	Details I

SC 3.0 - SUBCONTRACTORS

3.1 Amend paragraph 2.7 of the General Conditions as follows:

“Within *five* days after *notification that the CONTRACTOR is apparent low BIDDER*, CONTRACTOR shall submit to ENGINEER for approval...”

3.2 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. Surveying
2. Underground Utility Locating
3. Testing Laboratories
4. Transportation and Disposal of Excavated Soil and Waste Generated by the Work

SC 4.0 - 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. Geotextile
2. Fill Materials

SC 5.0 - 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:

5.1 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. *Site Investigation Report - McKinney Property Site*, Dvirka and Bartilucci Consulting Engineers, November 2011.
2. *Remedial Alternatives Analysis Report, McKinney Property Site*, Dvirka and Bartilucci Consulting Engineers, December 2011.
3. *Toxicity Characteristic Leaching Procedure Sampling Results for Metals*, Dvirka and Bartilucci Consulting Engineers, July 2012.
4. *Site Investigation Report, S&W Redevelopment of North America, LLC*, January 2004.

5.2 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. *Topographic Survey*, Popli Design Group, October 11, 2010.

5.3 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 6.0 - HAZARDOUS ENVIRONMENTAL CONDITIONS - REPORT AND DRAWINGS

6.1 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. *Site Investigation Report - McKinney Property Site*, Dvirka and Bartilucci Consulting Engineers, November 2011.
2. *Remedial Alternatives Analysis Report, McKinney Property Site*, Dvirka and Bartilucci Consulting Engineers, December 2011.
3. *Toxicity Characteristic Leaching Procedure Sampling Results for Metals*, Dvirka and Bartilucci Consulting Engineers, July 2012.
4. *Site Investigation Report, S&W Redevelopment of North America, LLC*, January 2004.

SC 7.0 - BONDS AND INSURANCE

7.1 In addition to the qualifications of the surety and insurance companies stated in paragraph 5.2 of the General Conditions, the surety and insurance companies shall also meet the following additional requirements and qualifications:

NONE

7.2 The following are individuals or entities (in addition to the OWNER and ENGINEER) to be additional insureds under the required liability and property insurance policies:

New York State Department of Environmental Conservation.

7.3 Liability Insurance

The limits of liability for the liability insurance required by paragraph 5.4 of the General Conditions shall provide coverages for not less than the following amounts or greater where required by law or regulations and the coverages under paragraph 5.4 shall be as follows:

7.3.1 Workers’ Compensation, etc. under paragraphs 5.4.1.1 and 5.4.1.2 of the General Conditions:

7.3.1.1 State:

Statutory

7.3.1.2	Applicable Federal (e.g., Longshoreman's):	Statutory
7.3.1.3	Employer's Liability:	Statutory

7.3.2 Comprehensive or Commercial General Liability under paragraphs 5.4.1.3 through 5.4.1.6 of the General Conditions (including Premises-Operations; Independent Contractors' Protection; Products Liability -- Completed Operations; Broad Form Property Damage):

7.3.2.1	General Aggregate (Except Products-Completed Operations)	\$ 2,000,000
7.3.2.2	Products-Completed Operations Aggregate	\$ 2,000,000
7.3.2.3	Personal and Advertising Injury (per Person/Organization)	\$ 1,000,000
7.3.2.4	Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000
7.3.2.5	Personal Injury Liability Coverage will include Claims arising out of Employment.	YES
7.3.2.6	Exclusions of Property in CONTRACTOR's Care, Custody or Control will be eliminated.	YES
7.3.2.7	Property Damage Liability Insurance will Provide Coverage for Explosion, Collapse and Underground Damage.	YES

7.3.3 Contractual Liability under paragraph 5.4.2.4 of the General Conditions (Bodily Injury and Property Damage):

7.3.3.1	General Aggregate	\$ 2,000,000
7.3.3.2	Each Occurrence	\$ 2,000,000

7.3.4 Automobile Liability under paragraph 5.4.1.6 of the General Conditions:

7.3.4.1 Bodily Injury:
Combined Single Limit of \$2,000,000

7.3.4.2 Property Damage:
Combined single limit of \$ 2,000,000

7.3.5 Liability coverage for OWNER, ENGINEER, ENGINEER'S Consultants and others listed in these Supplementary Conditions will be provided:

7.3.5.1 By endorsement as additional insureds on CONTRACTOR's Liability Policy.
YES

7.3.5.2 By a separate Protective Liability Policy covering all of them issued by CONTRACTOR's general liability carrier.
YES (Indicate amounts of coverages \$ 1,000,000

7.3.6 Excess Liability: YES
Umbrella Form: YES

General Aggregate	\$ 5,000,000
Each Occurrence	\$ 5,000,000

7.3.7 Other Liability Insurance (if any):

<u>Provided By</u>	<u>Type of Coverage</u>	<u>Amount</u>
Contractor	Pollution	\$5,000,000 General Aggregate
	Liability	\$5,000,000 Each Occurrence

Pollution Liability Insurance – The CONTRACTOR shall maintain in full force and effect throughout the Term, pollution legal liability insurance providing coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the State of New York and/or the OWNER, arising from CONTRACTOR’S work and list OWNER as an additional insured. Claims made policies shall have one (1) year tail beyond the date OWNER determines physical completion.

7.3.8 The following are individuals or entities (in addition to the OWNER and ENGINEER) to be additional insureds under the required liability policies:

New York State Department of Environmental Conservation

7.4 Property Insurance (Builder’s Risk)

7.4.1 Property insurance to the full replacement cost of the work in accordance with paragraph 5.5 of the General Conditions will be provided by the CONTRACTOR.

7.4.1.1 The following perils or causes of loss shall be included in the property insurance in addition to those listed in paragraph 5.5.1.2 of the General Conditions:

NONE.

7.4.2 Boiler and machinery insurance in accordance with paragraph 5.5.2 of the General Conditions will be provided by the CONTRACTOR and will provide coverage for the following objects subject to the following limits:

7.4.2.1 Objects to be insured (identify): NONE.

7.4.2.2 Limits: NONE

7.4.3 Other Property Insurance: NONE.

7.4.4 The following are individuals or entities (in addition to OWNER, CONTRACTOR, Subcontractors and ENGINEER) to be additional insureds under the property insurance policies:

7.5 The New York State Department of Environmental Conservation shall be listed as an additional insured under all policies.

7.6 Delete paragraph 5.1.1 of the General Conditions and replace with the following:

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

SC 8.0 - CONCERNING SUBCONTRACTORS

8.1 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.

8.2 Approval by the OWNER is required for all Subcontractors. CONTRACTOR cannot subcontract work to itself.

8.3 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 9.0 - TAXES

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

The Syracuse Housing Authority is exempt from taxes and will provide all certificates necessary to the CONTRACTOR.

SC 10.0 - 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:

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

10.2 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.

10.3 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 a qualified professional CAD operator.

10.4 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.

10.5 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 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 and two sets of prints to the ENGINEER.

SC 11.0 - 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.

11.1 Schedule

11.1.1 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.

11.1.2 The CONTRACTOR shall respond to required submittals with complete information and accuracy to achieve required approvals within three submissions. The CONTRACTOR shall resubmit all submittals within seven (7) days of receiving comments from the ENGINEER. All costs to the ENGINEER involved with subsequent submissions of shop drawings, samples or other items requiring approval, will be back-charged to the CONTRACTOR, at the rate by deducting such costs from payments due for work completed. In the event an approved item is requested by the CONTRACTOR to be changed or substituted for, all involved costs in the reviewing and approval process will likewise be back-charged 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.

11.1.3 The ENGINEER shall respond to the CONTRACTOR'S submittal within 14 days of receipt for initial submittal and 7 days of receipts for resubmittals.

11.2 There shall be no approval given for any “or equals” materials, equipment or systems prior to the Award of Contract.

SC 12.0 - LAWS AND REGULATIONS

12.1 New York State Standard Provisions

12.1.1 In accordance with the provisions of the State Assistance Contract (No. C302977) 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. Rider to Appendix B–“Standard Clauses for all New York State Department of Environmental Conservation Contracts for Environmental Restoration Projects”
4. Appendix C – Mandatory Contract Provisions for the Environmental Restoration Program.

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.

12.2 Prevailing Wage Rate Provisions

12.2.1 The project is being financed by the OWNER utilizing State funding. CONTRACTOR is responsible for full compliance with all State labor standard provisions applicable to the project. Additionally, the CONTRACTOR shall also:

12.2.1.1 Display appropriate State Wage Schedules and Department of Labor Wage Posters.

12.2.1.2 Submit certified payroll every week for CONTRACTOR, as well as, Subcontractors. Each payroll must contain the following:

- A Statement of Compliance, executed by the CONTRACTOR’s authorized representative, certifying that all laborers, workers, or mechanics were paid not less than the appropriate prevailing wage rates and fringe benefits, as determined by the State Department of Labor, for the classes of laborers, workers or mechanics employed on this project;

- Payrolls shall be numbered beginning with the first week work is performed by the CONTRACTOR through the final payroll. The last payroll shall be noted as “Final.”; and
- Payrolls shall include relevant employer information, employees’ name, address, SS#; wage classification, wage rate, fringes paid, hours worked, overtime rate, gross wages earned, deductions and net pay.

12.2.1.3 Review all payroll reports, including those of Subcontractors, for compliance with applicable Federal and State labor standards provisions prior to submitting them to OWNER. The CONTRACTOR shall be liable for violations and underpayments to workers.

12.2.1.4 Maintain a complete set of payroll records, tax records, and evidence of fringe benefit payments for at least 3 years after the project is completed.

12.3 M/WBE–EEO Utilization

12.3.1 The project is being financed by the OWNER utilizing State funding. CONTRACTOR is responsible for full compliance with all State M/WBE-EEO Utilization applicable to the project. Additionally, the CONTRACTOR shall also:

12.3.2 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).

12.3.3 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.

12.3.4 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 **10%** of, and women for at least **10%** of, the work force hours required for the completion of the project.

SC 13.0 - 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>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

List of Soil Excavation and Off-Site Disposal Projects completed within the last 5 years.

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

List of Demolition Projects completed within the last 5 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 awarded a contract within the past 5 years?

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 men and equipment to commence work when required and complete the work within the time allotted?

6. What New York State units of government can you give as references?

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

Day _____

Night _____

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 14.0 – PROTECTION OF ON-SITE UTILITIES

14.1 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.

14.2 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. 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.

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

14.4 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.

14.5 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.

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

14.7 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 15.0 – PRE-CONSTRUCTION AND PROGRESS PHOTOGRAPHS

15.1 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.

15.2 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.

15.3 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.

15.4 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 submitted in an electronic format acceptable to the OWNER. Electronic photographs shall depict a date stamp and the file name shall contain the project name, photo number and date.

SC 16.0 – CONTRACTOR’S FEE

16.1 Delete paragraph 11.6.2.1 of the General Conditions and insert the following in its place:

“For costs incurred under paragraph 11.4.1, the CONTRACTOR’s fee shall not exceed fifteen (15) percent and for costs incurred under paragraph 11.4.2, the CONTRACTOR’s fee shall not exceed ten (10) percent.”

SC 17.0 – TESTS AND INSPECTIONS

17.1 The CONTRACTOR shall provide the OWNER and ENGINEER with a minimum of seventy-two (72) hours notice of readiness of work for all required tests, inspections, tests or approvals.



Andrew M. Cuomo, Governor

Peter M. Rivera, Commissioner

Syracuse Housing Authority

Anthony Perez, Project Engineer
Dvirka & Bartilucci Cons. Engr
330 Crossways Park Drive
Woodbury NY 11797

Schedule Year 2013 through 2014
Date Requested 08/23/2013
PRC# 2013007848

Location Syracuse, NY
Project ID#
Project Type Interim Remedial Measure Remedial Excavation and Off-site Disposal

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2013 through June 2014. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.state.ny.us. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

Both the PW 16 and PW 200 forms are available for completion [online](#).

Hours

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

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "[4 Day / 10 Hour Work Schedule](#)" form (PW 30R).

Wages and Supplements

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

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

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

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

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

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

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

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

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

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

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

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

Withholding of Payments

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

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

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

Summary of Notice Posting Requirements

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

The "[Public Work Project](#)" notice must be posted at the beginning of the performance of every public work contract, on each job site.

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

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

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

Apprentices

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

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

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Andrew M. Cuomo, Governor

Peter M. Rivera, Commissioner

Syracuse Housing Authority

Anthony Perez, Project Engineer
Dvirka & Bartilucci Cons. Engr
330 Crossways Park Drive
Woodbury NY 11797

Schedule Year 2013 through 2014
Date Requested 08/23/2013
PRC# 2013007848

Location Syracuse, NY
Project ID#
Project Type Interim Remedial Measure Remedial Excavation and Off-site Disposal

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

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

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

IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

Social Security Numbers on Certified Payrolls

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

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

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

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, 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, maintenance and repair, 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, maintenance and repair, 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.

Construction Industry Fair Play Act

Required Posting For Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site.

Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense.

The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, www.labor.ny.gov.

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.state.ny.us .



New York State Department of Labor
Required Notice under Article 25-B of the Labor Law

**ATTENTION ALL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS:
YOU ARE COVERED BY THE
CONSTRUCTION INDUSTRY FAIR PLAY ACT**

The law says that you are an employee unless:

- You are free from direction and control in performing your job AND
- You perform work that is not part of the usual work done by the business that hired you AND
- You have an independently established business

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

**IT IS AGAINST THE LAW FOR AN EMPLOYER TO MISCLASSIFY EMPLOYEES AS
INDEPENDENT CONTRACTORS OR PAY EMPLOYEES OFF-THE-BOOKS.**

Employee rights. If you are an employee:

- You are entitled to state and federal worker protections such as
 - unemployment benefits, if unemployed through no fault of your own, able to work, and otherwise qualified
 - workers' compensation benefits for on-the-job injuries
 - payment for wages earned, minimum wage, and overtime (under certain conditions)
 - prevailing wages on public work projects
 - the provisions of the National Labor Relations Act and
 - a safe work environment
- It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor:

- You must pay all taxes required by New York State and Federal Law.

Penalties for paying off-the-books or improperly treating employees as independent contractors:

- **Civil Penalty** First Offense: up to \$2,500 per employee.
Subsequent Offense(s): up to \$5,000 per employee.
- **Criminal Penalty** First Offense: Misdemeanor - up to 30 days in jail, up to a \$25,000 fine and debarment from performing Public Work for up to one year.
Subsequent Offense(s): Misdemeanor - up to 60 days in jail, up to a \$50,000 fine and debarment from performing Public Work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at 1(866)435-1499 or send an email to dol.misclassified@labor.state.ny.us. All complaints of fraud and violations are taken seriously and you can remain anonymous.

Employer Name:

WORKER NOTIFICATION

(Labor Law §220, paragraph a of subdivision 3-a)

Effective February 24, 2008

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

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



New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are 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.ny.gov

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

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 775-3568	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

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

Contractor Name: _____

Project Location: _____

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

Effective July 18, 2008

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 only applies to workers on a public work project that are required, under Article 8, to receive the prevailing wage.

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://ophs.umdnj.edu/wconnect/ShowSchedule.awp?~~GROUP~AOTCON~10~>

Atlantic OSHA Training Center

University at Buffalo

Buffalo, New York

Joe Syracuse

Fax (716) 829-2806

e-mail: <mailto:japs@buffalo.edu>

(716) 829-2125

http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php

Keene State College

Manchester, NH

Leslie Singleton

e-mail: lsingleton@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 took 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, required to be paid prevailing rates, 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 (*Note: Completion cards do not have an expiration date.*)
- 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 a 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.

Do not write in any additional Classifications or Counties.

(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

****Do not write in any additional Classifications or Counties.****

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)
*** Do not write in any additional Classifications or Counties***

Requestor Information

Name: _____

Title: _____ Date : _____

Job Classification Checklist

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

*** Do not write in any additional Classifications or Counties***

Job Classification	Tag #	Applicable Counties	Check Box
Carpenter - Building	1042	Clinton, Essex, Franklin	<input type="checkbox"/>
Carpenter - Building	370	Albany, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie	<input type="checkbox"/>
Carpenter - Building	370Z2	Hamilton, Warren, Washington	<input type="checkbox"/>
Carpenter - Building	370Z3	Saratoga	<input type="checkbox"/>
Carpenter - Heavy&Highway	370Saratoga	Saratoga	<input type="checkbox"/>
Carpenter - Heavy&Highway	370/1042H/H	Clinton, Essex, Franklin, Hamilton	<input type="checkbox"/>
Carpenter - Heavy&Highway	370H/H	Albany, Fulton, Montgomery, Rensselaer, Schenectady, Schoharie, Warren, Washington	<input type="checkbox"/>
Carpenter - Building	85	Livingston, Monroe, Ontario, Wayne, Wyoming	<input type="checkbox"/>
Carpenter - Building	281B	Cayuga, Seneca, Yates	<input type="checkbox"/>
Carpenter - Heavy/Highway	281HH	Cayuga, Seneca, Yates	<input type="checkbox"/>
Carpenter - Building/Heavy&Highway	280	Genesee, Niagara, Orleans, Wyoming	<input type="checkbox"/>
Carpenter - Building/Heavy&Highway	9	Erie, Cattaraugus	<input type="checkbox"/>
Carpenter - Heavy&Highway	66h	Allegany, Chautauqua, Cattaraugus	<input type="checkbox"/>
Carpenter - Building	66	Allegany, Chautauqua, Cattaraugus	<input type="checkbox"/>
Carpenter - Building	277 CST	Cortland, Schuyler, Tompkins	<input type="checkbox"/>
Carpenter - Building	277 JLS	Jefferson, Lewis, St. Lawrence	<input type="checkbox"/>
Carpenter - Building	277 omh	Herkimer, Madison, Oneida	<input type="checkbox"/>
Carpenter - Building	277 On	Onondaga	<input type="checkbox"/>
Carpenter - Building	277 Os	Oswego	<input type="checkbox"/>
Carpenter - Heavy/Highway	277h CST	Cortland, Schuyler, Tompkins	<input type="checkbox"/>
Carpenter - Heavy/Highway	277h JLS	Jefferson, Lewis, St. Lawrence	<input type="checkbox"/>
Carpenter - Heavy/Highway	277h On	Onondaga	<input type="checkbox"/>
Carpenter - Building/Heavy&Highway	277CDO	Chenango, Delaware, Otsego	<input type="checkbox"/>
Carpenter - Heavy/Highway	277oneidah	Herkimer, Madison, Oneida	<input type="checkbox"/>
Carpenter - Heavy/Highway	277h Os	Oswego	<input type="checkbox"/>
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 and 840 Z1	Cayuga, Onondaga, Ontario, Seneca, Wayne, Yates	<input type="checkbox"/>

Job Classification Checklist

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

*** Do not write in any additional Classifications or Counties***

Job Classification	Tag #	Applicable Counties	Check Box
Electrician	86	Genesee, Livingston, Monroe, Ontario, Orleans, Wayne, Wyoming	<input type="checkbox"/>
Electrician	910	Clinton, Essex, Franklin, Jefferson, Lewis, St. Lawrence	<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	660	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming	<input type="checkbox"/>
Glazier	660r	<u>Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming</u>	<input type="checkbox"/>
Glazier	677.1	Jefferson, Lewis, Livingston, Monroe, Ontario, Seneca, St. Lawrence, Wayne, Yates	<input type="checkbox"/>
Glazier	667.Z-2	Cayuga, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego	<input type="checkbox"/>
Glazier	677z3	Broome, Chemung, Chenango, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins	<input type="checkbox"/>
Glazier	667r.2	Cayuga, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego	<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)

*** Do not write in any additional Classifications or Counties***

Job Classification	Tag #	Applicable Counties	Check Box
Laborers - Residential Deconstruction, Demolition	601	Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Cortland, Delaware, Essex, Franklin, Genesee, Jefferson, Lewis, Livingston, Monroe, Onondaga, Ontario, Orleans, Oswego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Wayne, Wyoming, Yates	<input type="checkbox"/>
Laborer - Building	621b	Allegany, Cattaraugus, Chautauqua	<input type="checkbox"/>
Laborer - Residential	621r	Allegany, Cattaraugus, Chautauqua	<input type="checkbox"/>
Mason - Building/Heavy&Highway	780	Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk	<input type="checkbox"/>
Operating Engineer - Heavy& Highway	832H	Allegany, Chemung, Genesee, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates	<input type="checkbox"/>
Operating Engineer - Heavy/Highway	137H/H	Putnam, Westchester	<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"/>
Painter	150	Livingston, Monroe, Ontario, Wayne, Yates	<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"/>
Teamster - Building/Heavy&Highway	456	Putnam, Westchester	<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	631-687-4882	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

Onondaga County General Construction

Boilermaker

08/01/2013

JOB DESCRIPTION Boilermaker

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Clinton, Cortland, Franklin, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

WAGES

Per hour:	07/01/2013	01/01/2014 *Additional
Boilermaker	\$29.00	\$1.15

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour paid:	
Journeyman	\$23.39

**IMPORTANT NOTE (Portion of supplemental benefits per hour paid at same premium as shown for overtime.)

Journeyman	\$22.20**
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OVERTIME PAY

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

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 15, 25) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed. When Christmas Day and New Year's fall on Saturday, Friday will be observed as the holiday.

REGISTERED APPRENTICES

WAGES per hour:

Six month terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%
\$18.85	\$18.85	\$20.30	\$21.75	\$23.20	\$24.65	\$26.10	\$27.55

SUPPLEMENTAL BENEFITS per hour paid:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$18.07	\$18.07	\$18.83	\$19.59	\$20.34	\$21.11	\$21.88	\$22.64

*IMPORTANT NOTE (Portion of supplemental benefits per hour paid at same premium as shown for overtime.)

1st	2nd	3rd	4th	5th	6th	7th	8th
\$16.88*	\$16.88*	\$17.64*	\$18.40*	\$19.15*	\$19.92*	\$20.69*	\$21.45*

6-175

Carpenter - Building

08/01/2013

JOB DESCRIPTION Carpenter - Building

DISTRICT 6

ENTIRE COUNTIES

Onondaga

WAGES

Per hour:	07/01/2013	06/01/2014 *Additional
Carpenter	\$ 25.86	\$1.44
Floorlayer	25.86	1.44
Piledriver	26.11	1.44
Certified Welder**	26.86	1.44
Hazardous Waste Worker	27.36	1.44
Diver - Wet Day***	61.25	1.44

Diver - Dry Day	26.86	1.44
Dive Tender	26.86	1.44

*To be allocated at a later date

**When the employee is required to be certified and performs DOT or ABS specified welding work.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' 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.

***Depth pay:	0' to 80'	no additional fee
	81' to 100'	additional \$0.50 per foot
	101' to 150'	additional \$0.75 per foot
	151' and deeper	additional \$1.25 per foot

***Penetration pay:	0' to 50'	no additional fee
	51' to 100'	additional \$0.75 per foot
	101' and deeper	additional \$1.00 per foot

Diver Note: Diver rates apply to all hours worked on the day of the dive. The deepest dive of the day shall constitute the depth pay.

SUPPLEMENTAL BENEFITS

Per hour worked: 07/01/2013

Journeyman \$15.38

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

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

SUPPLEMENTAL BENEFITS per hour worked:

Appr 1st term	\$9.25
Appr 2nd term	9.25
Appr 3rd term	11.85
Appr 4th term	11.85

6-277 On

Carpenter - Building / Heavy&Highway

08/01/2013

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Wages per hour:	07/01/2013	07/01/2014
		An Additional

Carpenter - ONLY for		
Artificial Turf/Synthetic		
Sport Surface Installer	\$ 27.96	\$ 0.73*

Note - Does not include the operation of equipment. Please see Operating Engineers rates.

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour Paid:

07/01/2013

Journeyman

\$ 18.14

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (2, 17) on HOLIDAY PAGE

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

Notes:

When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. When a holiday falls upon a Sunday, it shall be observed on the following Monday.

An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour paid:

07/01/2013

Carpenter

1st year term \$ 9.29

2nd year term 9.29

3rd year term 11.89

4th year term 11.89

1-42AtSS

Carpenter - Heavy&Highway

08/01/2013

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 7

ENTIRE COUNTIES

Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence

WAGES

Per hour:	07/01/2013	07/01/2014 Additional
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Carpenter	\$ 27.81	\$1.03
Piledriver(Heavy/Hiway)	27.81	1.03
Millwright(Heavy/Hiway)	29.31	1.03
Diver Wet Day	62.50	
Diver Dry Day	28.81	1.03
Diver Tender	28.81	1.03
Certified Welder	29.06	1.03
Hazardous Waste*	29.81	1.03
Effluent and Slurry Diver(Wet)	93.75	

Depth pay for divers:	0' to 80'	no additional fee
	81'to 100'	additional \$.50 per foot
	101'to 150'	additional \$.75 per foot
	151'and deeper	additional \$1.25 per foot

Divers' penetration pay	0' to 50'	no additional fee
	51' to 100'	additional \$.75 per foot
	101'and deeper	additional \$1.00 per foot

*Hazardous site requiring protective gear.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday, provided the project duration is more than forty (40) hours.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' 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 \$ 17.95

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

Conditions: Multiple shift operations - 2nd or 3rd shifts are paid at the same rate as that in effect on the calendar day the first shift started.

HOLIDAY

Paid: See (2, 17) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Whenever a Holiday falls on Sunday, it will be observed the following Monday. When a Holiday falls on Saturday, it will be observed the preceding Friday.

REGISTERED APPRENTICES

Wage per hour

(1) year terms at the following percentages of journeyman's' wage.

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

Supplements per hour worked

	Term 1	Term 2	Term 3	Term 4
Carpenter Apprentice	\$ 9.25	\$ 9.25	\$ 11.85	\$ 11.85

7-277 oneidah

Electrician

08/01/2013

JOB DESCRIPTION Electrician

DISTRICT 5

ENTIRE COUNTIES

Yates

PARTIAL COUNTIES

Cayuga: All Townships except Genoa, Ira, Sterling, Victory, Locke, Sempronius and Summerhill

Onondaga: Townships of Elbridge and Skaneateles

Ontario: Townships of Canandaigua, Farmington, Geneva, Gorham, Hopewell, Manchester, Phelps and Seneca

Seneca: All Townships except Covert and Lodi

Wayne: Townships of Arcadia, Galen, Lyons, Savannah and Village of Newark.

WAGES

Per Hour	07/01/2013	06/01/2014
Audio/Sound/TV/Teledata	\$ 30.00	Additional \$ 1.00
Work from 4:30PM to 1:00AM*	34.50***	1.00
Work from 12:30Am to 9:00AM*	37.50***	1.00

* Applies when shift work is mandated either in job specification or by the contracting agency.

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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' 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.

***Working above floor:

0' to 49'	An additional \$.00 per foot per hour.
50' to 99'	An additional \$ 1.00 per foot per hour.
100' and over	An additional \$ 2.00 per foot per hour.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 17.52
Plus 3% of wage

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

hourly term at the following percentage of journeyman's rate

1st term (0-1000 hrs)	40%	4th term (3501-5000 hrs)	60%
2nd term (1001-2000 hrs)	45%	5th term (5001-6500 hrs)	70%
3rd term (2001-3500 hrs)	50%	6th term (6501-8000 hrs)	80%

Supplemental Benefits per hour worked

Appr. 1st and 2nd	\$ 9.00*
All others	\$ 17.52*

* Plus 3% of wages.

5-840 Teledata

Electrician

08/01/2013

JOB DESCRIPTION Electrician

DISTRICT 6

ENTIRE COUNTIES

Cortland, Herkimer, Madison, Oneida, Oswego

PARTIAL COUNTIES

Cayuga: Townships of Ira, Locke, Sempronius, Sterling, Summerhill and Victory.

Chenango: Only the Townships of Columbus, New Berlin and Sherburne.

Onondaga: Entire County except Townships of Elbridge and Skaneateles.

Otsego: Only the Townships of Plainfield, Richfield, Springfield, Cherry Hill, Roseboom, Middlefield, Otsego, Exeter, Edmeston, Burlington, Pittsfield and New Lebanon.

Tompkins: Only the Township of Groton.

Wayne: Only the Townships of Huron, Wolcott, Rose and Butler.

WAGES

Per hour:	07/01/2013	06/01/2014
Electrician	\$33.25	\$34.65
Cable Splicer	36.58	38.12
Teledata	33.25	34.65

NOTES:

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF EIGHT (8) HOURS FOR AT LEAST FIVE (5) DAYS DURATION WHICH MAY HAVE BEEN WORKED. WHEN TWO (2) SHIFTS OR THREE (3) SHIFTS ARE WORKED:

1st Shift - 8:00 AM to 4:30 PM: See rates posted above
2nd Shift - 4:30 PM to 1:00 AM: Add 15% to rates posted above
3rd Shift - 12:30 AM to 9:00 AM: Add 25% to rates posted above

OCCUPIED CONDITIONS: WHEN NECESSARY TO PERFORM ALTERATION AND/OR RENOVATION WORK AND OWNER MANDATES (DUE TO OCCUPIED CONDITIONS) PREVENT THE WORK FROM BEING PERFORMED DURING "NORMAL" WORKING HOURS (DEFINED AS BETWEEN 6:00 AM AND 4:30 PM MONDAY THROUGH FRIDAY), ALTERNATE HOURS MAY BE WORKED PROVIDED: 1) THE HOURS ARE ESTABLISHED FOR A MINIMUM OF FIVE (5) DAYS DURATION OR THE LENGTH OF THE JOB WHICHEVER IS SHORTER; AND 2) AN ENTIRE WORK SCOPE WITHIN A JOBSITE AREA IS PERFORMED UTILIZING THE VARIED HOURS. IF THESE CONDITIONS ARE SATISFIED, ALL HOURS WORKED MONDAY THROUGH FRIDAY OF A SHIFT THAT STARTS BEFORE OR ENDS AFTER THE "NORMAL" HOURS, SHALL BE PAID AT THE APPROPRIATE RATE PLUS FIFTEEN PERCENT (15%). HOWEVER, THE FOLLOWING RESTRICTIONS SHALL APPLY:

- 1) "ALTERNATE" HOURS SHALL CONSIST OF A MINIMUM OF EIGHT CONSECUTIVE HOURS PER DAY
- 2) HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY, MONDAY THROUGH FRIDAY, SHALL BE PAID AT A RATE OF ONE AND ONE-HALF TIMES THE APPLICABLE RATE (DAY-SHIFT + 15%)
- 3) HOURS WORKED ON SATURDAY SHALL BE PAID AT TIME AND ONE-HALF THE APPLICABLE RATE.
- 4) HOURS WORKED ON A SUNDAY AND HOLIDAYS SHALL BE PAID AT DOUBLE THE STRAIGHT TIME RATE.
- 5) WORK OF A NEW CONSTRUCTION NATURE MAY NOT BE WORKED UNDER THESE CONDITIONS.

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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' 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:	07/01/2013	06/01/2014
Journeyman	\$20.17 plus *3% of hourly wage paid	\$20.72 plus *3% of hourly wage paid

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

OVERTIME PAY

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

** Double Time after 10 hrs. on Saturday.

HOLIDAY

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

REGISTERED APPRENTICES

WAGES at the following percentage of Journeyman's wage.

1st Period (0-1000 hrs)	40%	4th Period (3501-5000 hrs)	60%
2nd Period (1001-2000 hrs)	45%	5th Period (5001-6500 hrs)	70%
3rd Period (2001-3500 hrs)	50%	6th Period (6501-8000 hrs)	80%

SUPPLEMENTAL BENEFITS per hour worked:

1st period	\$9.89 plus *3% of hourly wage paid	4th period	\$19.29 plus *3% of hourly wage paid
2nd period	\$9.89 plus *3% of hourly wage paid	5th period	\$19.51 plus *3% of hourly wage paid
3rd period	\$19.07 plus *3% of hourly wage paid	6th period	\$19.73 plus *3% of hourly wage paid

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

6-43

Electrician

08/01/2013

JOB DESCRIPTION Electrician

DISTRICT 5

ENTIRE COUNTIES

Yates

PARTIAL COUNTIES

Cayuga: All Townships except Genoa, Ira, Sterling, Victory, Locke, Sempronius and Summerhill

Onondaga: Townships of Elbridge and Skaneateles

Ontario: Only the Townships of Canadaigua, Farmington, Geneva, Gorham, Hopewell, Manchester, Phelps and Seneca

Seneca: All townships except Covert and Lodi

Wayne: Only the Townships of Arcadia, Galen, Lyons, Savannah and Village of Newark.

WAGES

Per Hour	07/01/2013	06/01/2014 Additional
Electrician	\$ 30.00	\$ 1.00
Work From 4:30pm to 1:00am*	34.50***	1.00
Work from 12:30am to 9:00am*	37.50***	1.00

*Applies when shift work is mandated either in the job specification or by the contracting agency.

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

Four(4), ten(10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE- In order to use the 4 Day/10 Hour Work Schedule, form PW30R; additionally, there must be a dispensation of hours in place on the project.

***Working above the floor:

0'to49'	An additional \$.00 per foot per hour.
50'to99'	An additional \$ 1.00 per foot per hour.
100' and over	An additional \$ 2.00 per foot per hour.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 17.52*

* Plus 3% of wage.

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

hourly term at the following percentage of journeyman's rate

1st term (0-1000 hrs)	40%	4th term (3501-5000 hrs)	60%
2nd term (1001-2000 hrs)	45%	5th term (5001-6500 hrs)	70%
3rd term (2001-3500 hrs)	50%	6th term (6501-8000 hrs)	80%

Supplemental Benefits per hour worked

Appr. 1st and 2nd \$ 9.00*
Appr. All others \$ 17.52*

* Plus 3% of wage

5-840 Z1

Elevator Constructor

08/01/2013

JOB DESCRIPTION Elevator Constructor

DISTRICT 6

ENTIRE COUNTIES

Broome, Cayuga, Chenango, Cortland, Franklin, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins

PARTIAL COUNTIES

Delaware: Only the towns of: Tompkins, Walton, Masonville, Sidney, Franklin and Deposit.

WAGES

Per hour:	07/01/2013	01/01/2014	01/01/2015
Elevator Constructor	\$40.84	41.40	42.03
Helper	28.59	28.98	29.42

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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday, except work on general repairs and modernization.

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: \$25.185* \$26.785* \$28.385*

*plus 6% of wage (under 5 years service)

*plus 8% of wage (after 5 years service)

OVERTIME PAY

See (D, M, T) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

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

1st	2nd	3rd	4th
55%	65%	70%	80%

SUPPLEMENTAL BENEFITS: Same as Journeyman above

6-62.1

Glazier

08/01/2013

JOB DESCRIPTION Glazier

DISTRICT 5

ENTIRE COUNTIES

Cayuga, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego

WAGES

Per Hour: 07/01/2013

Glazier \$ 23.05

Additional \$.50 per hour for all swing stagework, belt work, open steel or scaffolding 25' or more from ground, floor or roof levels.

** IMPORTANT NOTICE **

Four (4), ten (10) days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE-In order to use the '4 day/10 Hour Work Schedule' 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 \$ 15.14

OVERTIME PAY

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

* Double time after 8 hours on Saturday.

**Note: Emergency work on Sunday is 1 1/2 times the hourly rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

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

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

Supplemental Benefits per hour worked:

Appr. 1st & 2nd term	\$ 11.64
Appr. 3rd term	13.74
Appr. 4th term	13.92
Appr. 5th term	14.09
Appr. 6th term	14.27
Appr. 7th term	14.44
Appr. 8th term	14.79

5-677.Z-2

Insulator - Heat & Frost

08/01/2013

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 6

ENTIRE COUNTIES

Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins

WAGES

Per hour: 07/01/2013

Insulation Installer \$30.15
(On mechanical systems only)

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFTS WORKED.

1ST SHIFT \$30.15
2ND SHIFT 34.68
3RD SHIFT 37.69

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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' 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:

07/01/2013

Journeyman \$18.33

OVERTIME PAY

See (*B1, Q) on OVERTIME PAGE

* Note: First 10 hours on Saturday

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (4,6) on HOLIDAY PAGE. Also Easter.
Triple time for Labor Day if worked.

REGISTERED APPRENTICES

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

1st	2nd	3rd	4th
50%	60%	70%	80%
\$15.08	\$18.09	\$21.11	\$24.12

SUPPLEMENTAL BENEFITS per hour worked:

1st & 2nd years	\$16.33
3rd & 4th years	18.33

6-30-Syracuse

Ironworker

08/01/2013

JOB DESCRIPTION Ironworker

DISTRICT 6

ENTIRE COUNTIES

Broome, Cayuga, Cortland, Onondaga, Oswego, Seneca, Tioga, Tompkins

PARTIAL COUNTIES

Chenango: Only the Townships of Lincklaen, Otselic, Pitcher, Pharsalia, German, McDonough, Preston, Norwich, Smithville, Oxford, Guilford, Greene, Coventry, Bainbridge and Afton.
Jefferson: Only the Townships of Alexandria, Theresa, Clayton, Orleans, Cape Vincent, Lyme, Brownville, Pamela, LeRay, Hounsfield, Watertown, Rutland, Adams, Henderson, Rodman, Ellisburg, Lorraine and Worth.
Madison: Only the Townships of Sullivan, Lenox, Lincoln, Fenner, Smithfield, Cazenovia, Nelson, DeRuyter and Georgetown.
Schuyler: Only the Townships of Cayuta, Catherine, Hector and Montour.
Wayne: Only the Townships of Galen, Savannah, Rose, Butler, Huron and Wolcott

WAGES

Per hour:	07/01/2013	05/01/2014 *Additional	05/01/2015 *Additional
Structural/Reinf/Rebar	\$27.50	\$1.20	\$1.20
Mach Mover & Rigger	27.50	1.20	1.20
Ornamental & Curtain			
Wall, Window Wall	27.50	1.20	1.20
Pre-glazed metal framed windows attached to steel or masonry including caulking	27.50	1.20	1.20
Fence Erector (Chain Link/Security)	27.50	1.20	1.20

Sheeter/Bridge rail	27.50	1.20	1.20
Pre-Cast erector	27.50	1.20	1.20
Stone Derrickman	27.50	1.20	1.20
Pre-Engineered Bldg Erector	27.50	1.20	1.20

*NOTE: Shift work mandated by the project owner. All shifts will be (8) hours

1st Shift	\$27.50
2nd Shift	30.25
3rd Shift	31.63

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$21.85
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

WAGES: One year terms at the following rates.

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

SUPPLEMENTAL BENEFITS per hour worked:

1st year	\$9.55
2nd year	16.17
3rd year	17.11
4th year	18.06

6-60

Laborer - Building

08/01/2013

JOB DESCRIPTION Laborer - Building

DISTRICT 6

ENTIRE COUNTIES

Onondaga

WAGES

*** If a prime contract is let for site work only, meaning no buildings are involved in their site contract, the heavy/highway rates would be applicable for the laborers classification only.

When a prime contract is let for site work and building excavation is part of that contract, the building rates would be applicable for the laborers classification.

All work outside of the building proper, if not included in the building contract, will fall under the Heavy/Highway rates.

Per hour: 07/01/2013

Building Laborer \$22.20

Asbestos, Toxic &
Hazardous Waste Work 23.70

SUPPLEMENTAL BENEFITS

Per hour worked:
\$16.25

OVERTIME PAY

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

*Time lost must be in excess of four hours.

HOLIDAY

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour worked:

All terms: \$16.25

6-633 bON

Laborer - Heavy&Highway

08/01/2013

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 6

ENTIRE COUNTIES

Onondaga

WAGES

Per hour:

GROUP A: Basic - Drill Helper on drilling equipment listed below in Group C, Flagman, Outboard and Hand Boats.

GROUP B: Bull Float (where used for strike off only), Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of all Steel Mesh, Small Generators for Laborers' Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Water Pump Operators (1-1/2" & Single Diaphragm), Nozzle (Asphalt, Guniting Seeding, and Sand Blasting), Laborers on Chain Link Fence erection, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil & Air Tool Operators, Wrecking Laborer.

GROUP C: Drilling equipment - only where a separate air compressor unit supplies power, Acetylene Torch Operators, Asphalt Raker, Tail or Screw Operator on Asphalt Paver, Powderman.

GROUP D: Blasters, Form Setters (slab steel forms on highways, roads, streets and airport runways), Stone or Granite Curb Setters.

GROUP E: Hazardous Waste Work.

	07/01/2013	07/01/2014 *Additional	07/01/2015 *Additional
GROUP A	\$24.71	\$1.30	\$1.30
GROUP B	24.91	1.30	1.30
GROUP C	25.11	1.30	1.30
GROUP D	25.31	1.30	1.30
GROUP E	26.71	1.30	1.30

*To be allocated at a later date.

NOTE: ON DEPARTMENT OF TRANSPORTATION MANDATED NIGHT WORK THERE WILL BE AN ADDITIONAL \$1.75 PER HOUR PREMIUM FOR A SINGLE IRREGULAR WORK SHIFT THAT STARTS ANYTIME FROM 5:00 P.M. TO 1:00 A.M.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$17.60

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

WAGES: 1000 hour terms at the following percentage of Journeyman's Group #A wage.

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

SUPPLEMENTAL BENEFITS per hour worked:

All terms: \$17.60

6-633 hON

Laborer - Tunnel

08/01/2013

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 6

ENTIRE COUNTIES

Onondaga

WAGES

Per hour:

GROUP A: Change House Man

GROUP B: Miners and all Machine Men, Safety Miner, all Shaft work, Caisson work, Drilling, Blow Pipe, all Air Tools, Tugger, Scaling, Nipper, Guniting from pot to nozzle, Bit Grinder, Signal Man (top to bottom), Concrete Men, Shield driven tunnels, mixed face and soft ground, liner plate tunnels in free air.

GROUP C: Blaster

GROUP D: Hazardous Waste Work**

	07/01/2013	07/01/2014 *Additional	07/01/2015 *Additional
Group A	\$26.44	\$1.30	\$1.30
Group B	26.64	1.30	1.30
Group C	27.64	1.30	1.30
Group D**	30.64	1.30	1.30

*To be allocated at a later date

**Work site required to be designated by State/Federal as hazardous waste site and relevant regulations require employees to use personal protection.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$19.05

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

If the holiday falls on Saturday, it will be celebrated on Friday. If the holiday falls on Sunday, it will be celebrated on Monday.

REGISTERED APPRENTICES

WAGES: 1000 hour terms at the following percentage of Group B wage

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

SUPPLEMENTAL BENEFITS per hour worked:

All Terms \$19.05

6-633T (ON)

Lineman Electrician

08/01/2013

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. (14.01.01)

	07/01/2013	05/05/2014	05/04/2015
Lineman, Technician	\$44.12	\$45.51	\$46.90
Crane, Crawler Backhoe	44.12	45.51	46.90
Welder, Cable Splicer	44.12	45.51	46.90
Digging Machine Operator	39.71	40.96	42.21
Tractor Trailer Driver	37.50	38.68	39.87
Groundman, Truck Driver	35.30	36.41	37.52
Mechanic 1st Class	35.30	36.41	37.52
Flagman	26.47	27.31	28.14

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

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (14.02.01-A)

Lineman, Technician	\$44.12	\$45.51	\$46.90
Crane, Crawler Backhoe	44.12	45.51	46.90
Cable Splicer-Pipe Type Cable	48.53	50.06	51.59
Cert. Welder-Pipe Type Cable	46.33	47.79	49.25
Digging Machine Operator	39.71	40.96	42.21
Tractor Trailer Driver	37.50	38.68	39.87
Mechanic 1st Class	35.30	36.41	37.52
Groundman, Truck Driver	35.30	36.41	37.52
Flagman	26.47	27.31	28.14

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

Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (14.02.01-B)

Lineman, Technician, Welder	\$45.40	\$46.80	\$48.20
Crane, Crawler Backhoe	45.40	46.80	48.20
Digging Machine Operator	40.86	42.12	43.38
Tractor Trailer Driver	38.59	39.78	40.97
Groundman, Truck Driver	36.32	37.44	38.56
Mechanic 1st Class	36.32	37.44	38.56
Flagman	27.24	28.08	28.92
Cert. Welder-Pipe Type Cable	47.67	49.14	50.61
Cable Splicer-Pipe Type Cable	49.94	51.48	53.02

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

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. (14.03.01)

Lineman, Technician, Welder	\$46.62	\$48.02	\$49.41
Crane, Crawler Backhoe	46.62	48.02	49.41
Cable Splicer	46.62	48.02	49.41
Digging Machine Operator	41.96	43.22	44.47
Tractor Trailer Driver	39.63	40.82	42.00
Groundman, Truck Driver	37.30	38.42	39.53
Mechanic 1st Class	37.30	38.42	39.53
Flagman	27.97	28.81	29.65

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

**** IMPORTANT NOTICE ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

*Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

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 including holidays listed below:

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

\$19.00	\$19.75	\$20.50
*plus 7.5% of hourly wage	*plus 7.5% of hourly wage	*plus 7.5% of hourly wage

*The 7.5% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

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

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

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

HOLIDAY

Paid	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

SUPPLEMENTS for holidays paid at straight time

REGISTERED APPRENTICES

WAGES: 1000 hour 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: Same as Journeyman

6-1249a

Lineman Electrician - Teledata

08/01/2013

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

FOR OUTSIDE WORK.

	07/01/2013	01/01/2014
Cable Splicer	\$28.55	\$29.12
Installer, Repairman	27.10	27.64
Teledata Lineman	27.10	27.64
Technician, Equipment Operator	27.10	27.64
Groundman	14.37	14.66

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 4.43	\$ 4.43
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*plus 3% of
wage paid

*plus 3% of
wage paid

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal Lighting

08/01/2013

JOB DESCRIPTION Lineman Electrician - Traffic Signal Lighting

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

	07/01/2013	05/05/2014	05/04/2015	05/02/2016 *Additional
Lineman, Technician	\$39.19	\$40.12	\$41.04	\$2.00
Crane, Crawler Backhoe	39.19	40.12	41.04	2.00
Certified Welder	41.15	42.13	43.09	2.00
Digging Machine	35.27	36.11	36.94	2.00
Tractor Trailer Driver	33.31	34.10	34.88	2.00
Groundman, Truck Driver	31.35	32.10	32.83	2.00
Mechanic 1st Class	31.35	32.10	32.83	2.00
Flagman	23.51	24.07	24.62	2.00

* To be allocated at a later date.

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

** IMPORTANT NOTICE **

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

*Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

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 including holidays listed below:

All classifications	\$19.00	\$19.75	\$20.50
	*plus 7.5% of hourly wage	*plus 7.5% of hourly wage	*plus 7.5% of hourly wage

*The 7.5% 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 MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

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

HOLIDAY

Paid See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

REGISTERED APPRENTICES

WAGES: 1000 hour 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: Same as Journeyman

6-1249a-LT

Lineman Electrician - Tree Trimmer

08/01/2013

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 energized overhead or underground electrical, telephone and CATV lines. This also would include stump removal near underground energized electrical lines, including telephone and CATV lines.

07/01/2013

Tree Trimmer	\$ 22.08
Equipment Operator	19.48
Mechanic	19.48
Truck Driver	16.46
Groundman	13.51
Flag person	9.62

SUPPLEMENTAL BENEFITS

Per hour worked including holidays listed below:

\$ 8.30
*plus 3% of
hourly wage

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

6-1249TT

Mason - Building

08/01/2013

JOB DESCRIPTION Mason - Building

DISTRICT 1

ENTIRE COUNTIES

Cayuga, Onondaga, Oswego

PARTIAL COUNTIES

Madison: The townships of Sullivan and Cazenovia ONLY

WAGES

Per hour

	07/01/2013	08/01/2013	06/01/2014 Additional
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Tile/Terrazzo/Marble

Setter	\$ 26.54	\$ 26.47	\$ 1.30*
Finisher	22.87	22.80	1.17*

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman Setter	\$ 16.22	\$ 16.29
Journeyman Finisher	15.77	15.84

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

Hour terms at the following percentage of journeyman's wage

Setter:

1st term 500 hours	60%
2nd term 1000 hours	70%
3rd term 1000 hours	80%
4th term 1000 hours	85%
5th term 1000 hours	90%
6th term 1500 hours	95%

Finisher:

1st term 500 hours	70%
2nd term 1000 hours	80%
3rd term 1000 hours	90%
4th term 1200 hours	95%

Supplemental Benefits per hour worked

Setter:

1st term	\$ 11.04	\$ 11.11
All others	16.22	16.29

Finisher:

1st term	\$ 10.69	\$ 10.76
All others	15.77	15.84

1-2TS.3

Mason - Building

08/01/2013

JOB DESCRIPTION Mason - Building

DISTRICT 1

ENTIRE COUNTIES

Onondaga

WAGES

Per hour

	07/01/2013	08/01/2013	06/01/2014 Additional
Cement Mason	\$ 26.17	\$ 25.84	\$ 1.10*
Plasterer	26.32	25.99	1.10*
Ext insulation finish systems-plasterer(EIFF)	25.82	25.49	1.10*

(*)To be allocated at a later date.

Additional \$0.50 per hr for Scaffold work, Swing Stage and Rolling Stage

Additional \$0.25 per hour for Grinder Operator

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 16.03	\$ 16.30
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OVERTIME PAY

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

*Only on EIFF work can Saturday be used as a makeup day.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

All terms \$ 16.03 \$ 16.36

1-2b-on

Mason - Building

08/01/2013

JOB DESCRIPTION Mason - Building

DISTRICT 1

ENTIRE COUNTIES

Cayuga, Onondaga

PARTIAL COUNTIES

Madison: The townships of Sullivan and Cazenovia ONLY

WAGES

Per hour

	07/01/2013	08/01/2013	06/01/2014 Additional
Bricklayer/Blocker	\$ 30.22	\$ 30.15	\$ 1.25**
Fireproofing*	30.22	30.15	1.25**
Stone Mason	30.22	30.15	1.25**
Pointer/Caulker/Cleaner	30.22	30.15	1.25**
Cement Mason/Plaster***	30.22	30.15	1.25**

Additional \$.25 per hr. for work in restricted radiation area of atomic plant.

Additional \$5.00 per day more for employees working on a two-point suspension scaffold (Pointer, Caulker, and Cleaner are excluded).

(*)Fireproofing on Structural only.

(**) To be allocated at a later date.

(***)Refer to Onondaga Mason Building wage sheet 1-2b-on for Cement/Plaster work in Onondaga County

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 17.86 \$ 17.93

OVERTIME PAY

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

*Provided employee worked minimum of 16 hours, but no more than 32 hours during the present work week.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

All terms \$ 17.86 \$ 17.93

1-2b.3

Mason - Heavy&Highway

08/01/2013

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

PARTIAL COUNTIES

Onondaga: This rate only applies to Heavy & Highway Cement Mason or Plaster Work in Onondaga County.

WAGES

Per hour

	07/01/2013	08/01/2013	06/01/2014 Additional
Cement Mason	\$ 29.32	\$ 28.99	\$ 1.10*

- Additional \$1.00 per hour if working on swing scaffolding or staging (scaffold suspended by means of ropes or cabled from hooks placed over parapet walls or windows, etc).

- Additional \$0.25 per hour when operating a hand held power grinder.

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 16.03	\$ 16.36
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

If the holiday falls on Sunday, it shall be celebrated on following Monday.

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

All terms	\$ 16.03	\$ 16.36
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1-2h/h on

Mason - Heavy&Highway

08/01/2013

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Onondaga: For Heavy & Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&Highway tag 1-2h/h on.

WAGES

Per hour

	07/01/2013	08/01/2013	07/01/2014 Additional	07/01/2015 Additional	07/01/2016 Additional
Mason & Bricklayer	\$ 32.17	\$ 32.15	\$ 1.25*	\$ 1.35*	\$ 1.45*

Additional \$1.00 per hour for work on any swing scaffold or staging suspended by means of ropes or cables.

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 17.64	\$ 17.66
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OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If a holiday falls on Sunday, the Monday following shall constitute the day of the legal holiday.

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

	07/01/2013	08/01/2013
0-500 Hours	\$ 10.29	\$ 10.29
All others	17.64	17.66

1-2hh.1

Millwright

08/01/2013

JOB DESCRIPTION Millwright

DISTRICT 6

ENTIRE COUNTIES

Jefferson, Lewis, Onondaga, Oswego, St. Lawrence

WAGES

Per hour:	07/01/2013	07/01/2014 *Additional
Millwright	\$26.50	\$1.21
Certified Welder	27.75	1.21
Hazardous Waste Work	27.75	1.21

SUPPLEMENTAL BENEFITS

Per hour worked:

\$17.44

OVERTIME PAY

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

***NOTE: Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire or natural disaster prevent the performance of work on a regularly scheduled work day. If a make-up day is utilized, a minimum of eight hours must be scheduled.

HOLIDAY

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour worked:

Appr 60%	\$7.75
Appr 70%	14.53
Appr 80%	15.50
Appr 90%	16.47

6-1163 JLOOS

Operating Engineer - Building

08/01/2013

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Cortland, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

WAGES

If a prime contract is let for site work only, meaning no buildings are involved in their site contract, the Heavy/Highway rates would be applicable.

When a prime contract is let for site work and building excavation is part of that contract, the Building rates would be applicable for the Operators classification.

NOTE: If a second employee is required by the employer for operation of any covered machine, they shall be an Oiler (Class C).

CLASSIFICATION A: Air Plako, Asphalt & Blacktop Roller, Automated Concrete Spreader (CMI or equivalent.), Automated Fine Grade Machine (CMI), Backhoe, Barrell Shredder, Belt Placer, Blacktop Spreader (such as Barber Greene & Blaw Knox), Blacktop Plant (automated), Blast or Rotary Drill (Truck or Cat mounted), Boom Truck, Burning Plant Operator, Cableway, Caisson Auger, Central Mix Plant (automated), Concrete Pump, Crane, Crusher (Rock), Derrick, Dewatering Press, Diesel Power Unit, Dirt Filter Press-Operation Equipment, Dragline, Dredge, Dual Drum Paver, Elevating Grader (self propelled or towed), Elevator Hoist-Two Cage, Excavator-all purpose hydraulically operated, Fork Lift (Loed/Lull and other terrain type), Front End Loader (4 c.y. and over), Gradall, Grader (Power), Head Tower (Saurman or equal), Hoist (2 or 3 Drum), Hydroblaster (Laser Pump), Work Boat Operator including LCM's, Light Plants-Compressors and Generators, Locomotive, Maintenance Engineer, Maintenance Welder, Mine Hoist, Mucking Machine or Mole, Overhead Crane-fixed permanent, Pile Driver, Quarry Master or Equivalent, Refrigeration Equipment (for soil stabilization), Scraper, Sea Mule, Shovel, Side Boom, Slip Form Paver, Straddle Buggy (Ross Carrier, Lumber Carrier), Tractor Drawn Belt Type Loader (Euclid Loader), Trenching Machine (digging capacity of over 4ft. depth), Truck Crane Operator, Truck or Trailer Mounted Log Chipper (self-feeder), Tug Operator (Manned, rented equipment excluded), Tunnel Shovel, Vibro or Sonic Hammer Controls (when not mounted in proximity to Rig Operator).

CLASSIFICATION B: "A" Frame Truck, Back Dumps, Blacktop Plant (non-automatic), Boring Machine, Bulldozer, Cage-Hoist, Central Mix Plant (non-automated), Compressor, Pump, Generator or Welding machine (when used in battery of not more than five (5)), Concrete Paver (single drum over 16S), Core boring machine, Drill Rigs-tractor mounted, Elevator-as material hoist, Farm Tractor (with or without accessories), Fork Lift over 10 ton (with or without attachments), Front End Loader (under 4 c.y.), Grout Pump, Guniting Machine, High Pressure Boiler (15 lbs. & over), Hoist (one drum), Hydraulic Breaking Hammer (drop hammer), Kolman Plant Loader (screening gravel), Maintenance Grease Man, Mixer for stabilized base-self propelled (Seaman Mixer), Monorail Machine, Parapet Concrete or Pavement Grinder, Parts Man, Post Driver (truck or tractor mounted), Post Hole Digger (truck or tractor mounted), Power Sweeper (Wayne or similar), Pump-Crete or Squeeze-Crete, Road Widener (front end of Grader or self propelled), Roller, Self contained hydraulic bench drill, Shell Winder (motorized), Skid steer (Bobcat) type loader, Snorkel (over head arms), Snowblower control man, Tractor (with or without accessories), Trenching Machine (digging capacity of 4 ft. or less), Tugger Hoist, Vacuum Machine (self-propelled or mounted), Vibro Tamp, Well Drill Well Point System (Submersible pumps when used in lieu of well-point system), Winch (Motor driven), Winch Cat, Winch Truck

CLASSIFICATION C: Compressor (Up to 500 c.f.), Concrete Paver or Mixer (under 16S), Concrete Pavement Spreaders & Finishers (not automatic), Conveyor (over 12 ft), Electric Submersible Pump (4" and over), Fine Grade Machine (non-automated), Fireman, Fork Lift ("with or without" attachments) 10 ton and under, Form Tamper, Generator (2,500 watts and over), Hydraulic Pump, Mechanical Heaters-More than two (2) mechanical heaters or any mechanical heater or heaters whose combined output exceeds 640,000 BTU's per hour (manufacturer's rating) plus one self contained heating unit (i.e. Sundog or Air Heat type, New Holland Hay Dryer type excluded), Mulching Machine, Oiler, Power Driven Welding Machine-300 amp and over (other than all electric). One Welding Machine under 300 amp will not require an engineer unless in a battery, Power Heaterman (hay dryer), Pumps-water and trash, Revinus Widener (road widener), Single Light Plant, Steam Cleaner or Jenny.

Per Hour:

	07/01/2013	01/01/2014	07/01/2014	01/01/2015
Building:				
Master Mechanic	\$33.20	\$33.45	\$33.95	\$34.20
Asst. Master Mechanic	32.03	32.28	32.78	33.03
Class A	31.43	31.68	32.18	32.43
Class B	29.55	29.80	30.30	30.55
Class C	25.79	26.04	26.54	26.79
Pile Dr. w/Bm/Ld 100ft+	33.18	33.43	33.93	34.18
Tower Crane (Plus boom length premium)	32.93	33.18	33.68	33.93
Crane/Derrick w/boom:				
" 150 ft to 199 ft add	\$1.75	\$1.75	\$1.75	\$1.75
" 200 ft to 299 ft add	\$2.75	\$2.75	\$2.75	\$2.75
" 300 ft and over add	\$3.75	\$3.75	\$3.75	\$3.75

NOTE: THE LENGTH PREMIUM IS IN ADDITION TO THE CRANE TONAGE PREMIUM LISTED BELOW.

ALL CRANES FROM 30 TO 64 TON - CLASS A RATE PLUS \$.50
ALL LATTICE BOOM CRANES 65 TON CAPACITY & OVER - CLASS A RATE PLUS \$ 1.75
ALL HYDRAULIC CRANES 65 TON TO 79 TON CAPACITY - CLASS A RATE PLUS \$ 1.10
ALL HYDRAULIC CRANES 80 TON TO 99 TON CAPACITY - CLASS A RATE PLUS \$ 1.25
ALL HYDRAULIC CRANES 100 TON CAPACITY AND OVER - CLASS A RATE PLUS \$ 1.75

ADDITIONAL \$2.00 per hr. if work requires Level A,B,C of Personal Protective Equipment listed in the Occup. Saf. & Health Guidance Manual for Hazardous Waste Site Activities. Paper dust masks are excluded from coverage in this section.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$22.10	\$22.10	\$23.10	\$23.10
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

WAGES: 1000 hour terms

	07/01/2013	01/01/2014	07/01/2014	01/01/2015
1st term	\$18.86	\$19.01	\$19.31	\$19.46
2nd term	20.43	20.59	20.92	21.08
3rd term	22.00	22.18	22.53	22.70
4th term	25.14	25.34	25.74	25.94

SUPPLEMENTAL BENEFITS per hour worked: Same as Journeyman

6-545b.s

Operating Engineer - Heavy&Highway

08/01/2013

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Cortland, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

WAGES

NOTE: If a second employee is required by the employer for operation of any covered machine, they shall be an Oiler (Class C).

CLASS A: Asphalt Paver 100 h.p. and over (fixed screed 10' width and over), Extend a-mat paver, Automated Concrete Spreader, Automatic Fine Grader, Backhoe (except tractor-mounted, Blacktop Plant (automated) Boom Truck, Blacktop Roller (10,000 lb and over), Caisson Auger, Central Mix Conc. Plant (automated), Hydraulic crane (over 5 ton capacity), Concrete Curb Machine (Self-propelled, Slipform), Crane, Directional Boring/Drilling Machine and Locator, Derricks, Dragline, Dredge, Excavator (all purpose-hydraulic-Gradall or similar), Front End Loader (4c.y. & over), Head Tower (Sauerman or equal), Hoist (two or three drum), Hydrodemolition Equipment (self contained), Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Overhead Crane (Gantry or Straddle Type), Pavement Profiler (300 h.p. and over), Pile Driver, Power Grader, Road widener, Scraper, Shovel, Side Boom, Slip Form Paver, Trencher (over 75 h.p.), Truck Crane, Truck or Trailer mounted Chipper (self-feed), Tug Operator (craft over 26'), Tunnel Shovel, Vermeer Saw (over 75 h.p.), Welder.

CLASS B: Asphalt Paver under 100 h.p. (under 10 ft width), Automated slope paving machine, Backhoe (Tractor-Mounted), Belt loader, Tractor Drawn Belt Type Loader, Blacktop Plant (non-automated), Blacktop Roller (under 10,000 lb), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Bridge deck finishing machine, Cage Hoist, Central Mix Plant (Non Automated), All Concrete Batching Plants, Concrete pump, Hydraulic crane (5 tons & under), Compressors (4 or less exceeding 2,000 c.f.m. combined capacity), Concrete Paver over 16S, Belt Placer, Cableway, Core Drill (skid, trk mtd or track), Crusher, Diesel Pwr Unit, Drill Rigs (Self Contained, Self Propelled or Hydrolic), Drill Rigs (Truck/Tractor mounted), Fork Lift, F.E.Loader(under 4 cy), Hi-Press Boiler(15 lbs & over), Hoist(One Drum), Hydro Axe, Kolman Plant Loader & similar type loaders, Locomotive, Lubrication Eng/Greaseman, Material Handling Knuckle Boom Truck 5 ton & over, Mixer (for stabilized base-self propelled), Pavement Profiler (under 300 h.p.), Plant Engineer, Pump crete, Refrigeration Equipment (for soil stabilization), Roller (above sub grade) under 10,000lb, Sea Mule, Skid Steer Bobcat Type Loader, Self-propelled rubbleizer, Stationary central compressed air plant (5000cfm and up), Telehandler, Tractor with Dozer and/or Pusher, Trencher (under 75 h.p.), Tugger Hoist, Vermeer Saw (ride-on)under 75 h.p., Winch and Winch Cat, Log Skidder, Hydra-spiker (ride on), All ride-on Tie Extractors, Tie Handlers, Tie Inserters, Tie spacers and Track Liners, Work Boat Operator including LCM's

CLASS C: Aggregate Plant, A Frame Truck, Ballast Regulator (ride-on), Boiler (used in conjunction with production), Cement & Bin operator, Compressors (4 under 2,000 cfm combined capacity, or 3 or less with more than 1200 cfm but not to exceed 2,000 c.f.m), Compressors (any size but subject to other provisions for compressors-Dust Collectors, Generators, Pumps, Welding Machines, Concr Paver or Mixer (16s & under), Conc Saw (self propelled), Concrete Pavement Spreaders and Finishers, Conveyor, Drill Locator, Electric Pump Used in Conjunction with Well Point System, Span Saw (Ride on), Farm Tractor with accessories, Form Tamper, Grout Pump, Gunit Machine, Hammers (hydraulic-self propelled), Hydraulic Pump (jacking system), Light plants, Mulching Mach., Oiler, Parapet concrete or pavement grinder, Post Hole Digger & Post Driver, Power Sweeper, Power Heaterman, Roller (grade & fill), Scarifier (ride-on), Shell Winder, Steam Cleaner Tamper (ride-on), Submersible Electric Pump (when used in lieu of well point system), Tractor, Material Handling Knuckle Boom Truck (under 5 ton), Vacuum machine (self propelled) Vibratory Compactor, Well point.

SINGLE IRREGULAR WORK SHIFT:

A single irregular work shift can start any time from 5:00 PM to 1:00 AM. All employees who work a single irregular work shift on governmental mandated night work shall be paid an addtl \$2.00 per hour. Sect 10 will be effective for work bid on or after July 1, 2001.

Wages per hour:

	07/01/2013	07/01/2014
Master Mechanic	\$35.80	\$37.15
CLASS A	34.45	35.80
CLASS B	33.57	34.92
CLASS C	30.29	31.64

PIPELINE: Master mechanic, Class A and Class B rates apply. NO CRANE PREMIUM ON PIPELINE WORK

NOTE:

All cranes and boom trucks, 49 tons and under, or with boom and jib working length under 115 ft. = Class "A" rate and \$1.00 per hour.

All cranes and boom trucks 50 tons and over, or with boom and jib working length of 115 ft. through 149 ft. = Class "A" rate and \$2.50 per hour.

All cranes and boom trucks 50 tons and over, and with boom and jib working length 150 ft. and over = Class "A" rate and \$3.50 per hour.

Tower Crane - additional \$2.00 per hour.

Additional \$3.00 per hour for EPA or DEC classified toxic or hazardous waste work OR where an employee is required by regulations to use or wear personal protection.

SUPPLEMENTAL BENEFITS

Per hour worked:

	07/01/2013	07/01/2014
Journeyman	\$23.70	\$24.45

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms at the following percentage based on the "A" rate class

1st	2nd	3rd	4th
60%	65%	70%	75%

SUPPLEMENTAL BENEFITS: same as Journeyman

6-545h

Operating Engineer - Marine Construction

08/01/2013

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 07/01/2013

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

All Classes A & B 07/01/2013
\$ 8.45 plus 7%
of straight time
wage overtime hours
add \$ 0.63

All Class C \$ 8.10 plus 8%
of straight time
wage overtime hours
add \$ 0.48

All Class D \$ 7.85 plus 8%
of straight time
wage overtime hours
add \$ 0.33

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

4-25a-MarConst

Operating Engineer - Survey Crew

08/01/2013

JOB DESCRIPTION Operating Engineer - Survey Crew

DISTRICT 6

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

Genesee: Only that portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia

WAGES

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief- One who directs a survey party.

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

Rod person- One who holds the rods and, in general, assists the Survey Party.

	07/01/2013	07/01/2014	07/01/2015
Party Chief	\$34.02	\$35.49	\$36.53
Instrument person	31.16	32.53	33.46
Rod person	22.75	23.83	24.46

Additional \$3.00 per hr. for work in a Tunnel.

Additional \$2.50 per hr. for EPA or DEC certified toxic or hazardous waste work

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$22.25	\$22.75	\$23.75
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: One year or 1000 hour terms at the following wage rates.

1st year 60%	\$13.65	\$14.30	\$14.68
2nd year 70%	15.93	16.68	17.12
3rd year 80%	18.20	19.06	19.57

SUPPLEMENTAL BENEFITS per hour worked:

\$22.25	\$22.75	\$23.75
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6-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

08/01/2013

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 6

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

Genesee: Entire county except that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

WAGES

Per hour:

Feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

SURVEY CLASSIFICATIONS:

Party Chief- One who directs a survey party.

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

Rod person- One who holds the rods and in general, assists the Survey Party.

07/01/2013	07/01/2014	07/01/2015
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Party Chief	\$34.02	\$35.49	\$36.53
Instrument person	31.16	32.53	33.46
Rod person	22.75	23.83	24.46

Additional \$3.00 per hr. for work in a Tunnel.

Additional \$2.50 per hr. for EPA or DEC certified toxic or hazardous waste work

SUPPLEMENTAL BENEFITS

Per hour worked:	\$22.25	\$22.75	\$23.75
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

6-545 DCE

Operating Engineer - Tunnel

08/01/2013

JOB DESCRIPTION Operating Engineer - Tunnel

DISTRICT 5

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: Northern part of Dutchess to the northern boundary line of the City of Poughkeepie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Rte. 343 then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains to Connecticut.

Genesee: Only that portion of the county that lies east of a linedrawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES

Crane 1: All cranes, including self erecting to be paid \$4.00 per hour over the Class A rate.

Crane 2: All Lattice Boom Cranes and all other cranes with a manufacturer's rating of fifty (50) ton and over to be paid \$3.00 per hour over Class A rate.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton nad below, including boom trucks, to be paid \$2.00 per hour over Class A rate.

MASTER MECHANIC/CHIEF TUNNEL ENG.:

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor-mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (Automated); Cableway; Caisson Auger; Central Mix Concrete Plant (Automated); Concrete Curb Machine (Self-propelled slipform) Concrete Pump (8" or over); Dredge; Dual Drum Paver; Any Mechanical Shaft Drill; Excavator (all purpose-hydraulic-Gradall or Similar); Fork Lift (factory rated 15 ft and over); Front End Loader (4 c.y. & over); Gradall; Head Tower (Sauerman or Equal), Hoist Shaft; Hoist (two or three Drum); Mine Hoist; Maintenance Engineer (Shaft and Tunnel) ; Mine Hoist; Mucking Machine or Mole, Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Mach.; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, he shall be an Oiler); Tractor Drawn Belt Type Loader; Tripper/Maintenance Eng.(Shaft & Tunnel); Truck or Trailer Mounted Log Chipper (self-feeding); Tug Operator (Manned rented equip. excluded); Tunnel Shovel; Mining Machine(Mole and Similar Types).

CLASS B: Automated Central Mix Concrete Plant; Backhoe Trac-Mtd, Rubber Tired); Backhoe (topside); Bitum. Spred. & Mixer, Blacktop Plant non-automated); Blast or Rotary Drill (Truck or Tractor Mounted); Boring Machine; Cage Hoist; Central Mix Plant(NonAutomated) and All Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (Tractor Mounted); Front End Loader (under 4 c.y.); Grayco Epoxy Machine; Hoist (One Drum); Hoist 2 or 3 Drum (Topside); Kolman Plant Loader & Similar Type Loaders (if Employer requires another person to clean the screen or to maintain the equipment, he shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maint. Eng. (Topside); Grease Man; Welder; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Eng.; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Mach.; Shovel (Topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Winch and Winch Cat.

CLASS C: A Frame Truck; Ballast Regulator (ride-on); Compressors (4 under 2,000 cfm combined capacity; or 3 or less with more than 1200 cfm. but not to exceed 2,000 cfm); Compressors (any size but subject to other provisions for compressors-Dust Collectors, Generators, Pumps, Welding Machines, Light Plants-4 of any type or combination); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill well; Elec Pump Used in Conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; ForkLift (under 15 ft); Grout Pump (over (5) cu. ft.; Gunite Machine; Hammers (hydraulic- self propel.); Hydra-Spiker-Ride on; Hydra-Blaster; Hydra Blaster (water); Motorized Form Carrier; Post Hole Digger & Post Driver; Power Sweep; Roller grade & fill); Scarifer (Ride on); Span-Saw (Ride-on); Submersible Electric Pump (when used in lieu of well point system); Tamper (Ride-on); Tie-Extractor, Tie Handler, Tie Inserter, Tie Spacer and Track Liner (Ride-on); Tractor (with towed accessories); Vibratory Compactor; Vibro Tamp, Well Point.

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors(3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors(any size, but subject to other provisions for compressors-Dust Collectors, Generators, Pumps, Welding Machines, Light Plants-3 or less-any type or combination); Concrete Saw (self propelled); Fireman; Form Tamper; Hydraulic Pump (jacking system); Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broome towed; Power Heaterman; Revinus Widener; Shell Winder; Steam Cleaner and Tractor; Greaseman; Junior Engineer.

Per hour:	07/01/2013	07/01/2014
Crane 1	\$ 42.58	\$ 43.78
Crane 2	41.58	42.78
Crane 3	40.58	41.78
Master Mechanic	40.71	41.91
CLASS A	38.58	39.78
CLASS B	37.36	38.56
CLASS C	34.57	35.77
CLASS D	31.56	32.76

On hazardous waste work bid, on a state or federally designated hazardous waste site, where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus \$5.00 per hour. Fringe benefits will be paid at the contractual hourly wage.

SUPPLEMENTAL BENEFITS

Per hour paid:		
Journeyman	\$ 23.65	\$ 24.55

OVERTIME PAY

See (B, B2, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

(1000) hours terms at the following percentages.

1st term	60% of Class D
2nd term	65% of Class C
3rd term	70% of Class B
4th term	75% of Class A

Supplemental Benefits per hour paid:

\$ 23.65	\$ 24.55
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5-832TL.

Painter

08/01/2013

JOB DESCRIPTION Painter

DISTRICT 3

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Delaware, Erie, Genesee, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

WAGES

Per hour:	07/01/2013	05/01/2014 Additional	05/01/2015 Additional
Bridge*	\$ 36.95	\$ 2.00	\$ 2.25
Tunnel*	36.95	2.00	2.25
Tank*	34.95	2.00	2.25

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

Tank rate applies to indoor and outdoor tanks, tank towers, standpipes, digesters, waste water treatment tanks, chlorinator tanks, etc. Covers all types of tanks including but not limited to steel tanks, concrete tanks, fiberglass tanks, etc.

* Note an additional \$1.00 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 22.00

OVERTIME PAY

Exterior work only See (B, E4*, F, R) on OVERTIME PAGE.

All other work See (B, F, R) on OVERTIME PAGE.

* Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage rate:

1st	2nd	3rd	4th	5th	6th
50%	55%	60%	65%	75%	85%

Supplemental benefits per hour worked:

1st & 2nd terms	\$ 3.02
3rd & 4th terms	5.02
5th & 6th terms	6.02

3-4-Bridge, Tunnel, Tank

Painter

08/01/2013

JOB DESCRIPTION Painter

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Herkimer, Madison, Oneida, Onondaga, Seneca

PARTIAL COUNTIES

Lewis: Only the Townships of High Market, Lewis, Leyden, Lyondale, Osceola, Turin and West Turin.

Ontario: The City and Township of Geneva.

Oswego: Only the Townships of Amboy, Constantia, Williamstown and Oneida Lake.

WAGES

Per hour:	07/01/2013	05/01/2014 *Additional	05/01/2015 *Additional
Brush, Roller, Wallcovering	\$23.00	\$0.90	\$1.10
Sign painting	23.00	0.90	1.10
Parking Lot, Hwy Striping	23.00	0.90	1.10
Lead base paint abatement	23.00	0.90	1.10
Drywall Taper, Finisher	23.00	0.90	1.10
Drywall Machine Operator	23.50	0.90	1.10
Spray	23.50	0.90	1.10
Epoxy (Brush-Roller)	23.50	0.90	1.10
Epoxy (Spray)	23.50	0.90	1.10
Sandblasting (Operator)	23.50	0.90	1.10
Boatswain Chair	23.50	0.90	1.10
Swing Scaffold	23.50	0.90	1.10
Structural Steel	23.50	0.90	1.10
(except bridges,tunnels,tanks)			
Coal Tar epoxy	24.50	0.90	1.10
Asbestos related work	25.20	0.90	1.10

*To be allocated at a later date.

NOTE: FOR ANY SHIFT WHICH STARTS PRIOR TO 6:00 AM OR AFTER 12:00 NOON ALL EMPLOYEES WHO WORK A SINGLE IRREGULAR WORK SHIFT ON GOVERNMENTAL MANDATED WORK SHALL BE PAID AN ADDITIONAL \$2.00 PER HOUR ABOVE THE APPLICABLE WAGE SCALE.

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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' 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 \$17.19

OVERTIME PAY

See (B, E2, F, R) on OVERTIME PAGE

NOTE: In Nuclear Power Plants - Double time where the other trades are receiving double time.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

As of 05/01/2012

WAGES: 750 hour terms at the following percentage of Journeyman's basic wage rate:

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

SUPPLEMENTAL BENEFITS per hour worked:

Appr	50% & 55%	\$5.20
Appr	60% & 65%	5.20
Appr	70% & 75%	6.38
Appr	80% & 90%	7.54

GRANDFATHERED APPRENTICES:

Painter	Wage	Supplements
4001-5000 hrs:	\$16.10	\$6.38
5001-6000 hrs:	17.25	6.38
6001-7000 hrs:	18.40	7.54
7001-8000 hrs:	20.70	7.54

Taper/Finisher	Wage	Supplements
3001-4000 hrs:	\$15.11	\$5.20
4001-5000 hrs:	17.44	6.38
5001-6000 hrs:	19.76	6.38

6-31

Painter - Metal Polisher

08/01/2013

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

07/01/2013

Metal Polisher	\$ 27.15
Metal Polisher**	\$ 28.24
Metal Polisher***	\$ 30.65

****Note:** Applies on New Construction & complete renovation

*** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2013

Journeyworker:

All classification \$ 13.61

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

Wages per hour:

One (1) year term at the following wage rates:

1st	2nd	3rd
\$11.00	\$12.50	\$15.50

Supplementals benefits:

Per hour paid:

1st	2nd	3rd
\$ 9.94	\$10.31	\$10.51

9-8A/28A-MP

Plumber

08/01/2013

JOB DESCRIPTION Plumber

DISTRICT 6

ENTIRE COUNTIES

Chemung, Cortland, Onondaga, Schuyler, Tompkins

PARTIAL COUNTIES

Madison: Only the Townships of Sullivan, Cazenovia and De Ruyter.

Seneca: Only the Townships of Covert and Lodi.

Steuben: Only the Townships of Addison, Bath, Bradford, Campbell, Canton, Corning, Erwin, Hornby, Lindley, Pulteney, Rathbone, Thurston, Tuscarora, Urbana and Wayne.

Tioga: Only the Townships of Barton, Berkshire, Candor, Richford, Spencer, Nichols and Tioga.

WAGES

Per hour:	07/01/2013	05/01/2014 *Additional
Plumber/Steamfitter	\$30.36	\$1.55
Pipefitter/Welder/HVAC	30.36	1.55
Refrigeration	30.36	1.55

*To be allocated at a later date.

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

1st Shift	7:30 AM to 4:00 PM	\$ 30.36
2nd Shift	4:00 PM to 12:00 AM	ABOVE RATE PLUS 15%
3rd Shift	12:00 AM to 7:30 AM	ABOVE RATE PLUS 20%

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$22.07

OVERTIME PAY

Time & 1/2 for 9th & 10th hours Monday thru Friday and first 10 hours on Saturday. All other O.T. hours are double-time.

HOLIDAY

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: One year terms

1st - \$15.18	2nd - \$16.70	3rd - \$18.22	4th - \$21.25	5th - \$25.81
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SUPPLEMENTAL BENEFITS per hour worked:

1st - \$10.30	2nd - \$19.71	3rd - \$19.97	4th - \$20.49	5th - \$21.29
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6-267-SF

Roofer

08/01/2013

JOB DESCRIPTION Roofer

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Cortland, Franklin, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence

WAGES

Per hour 07/01/2013

Roofer, Waterproofer	\$26.05
Green Roofing **	26.30

Addtl per hr for Pitch Removal & Application	.90
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Addtl per hour for Asbestos Abatement	1.20
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NOTES:

Does not include metal flashing, gravel stop and metal roofing; see Sheetmetal Worker wage schedule.

* To be allocated at a later date

** Green Roofing is any component of green technology or living roof above the roof membrane. Including but not limited to the fabric, dirt and plantings.

WHEN MANDATED BY THE OWNER OR AGENCY FOR HOURS WORKED AFTER 5:30 PM AND BEFORE 5:30 AM, THERE WILL BE AN ADDITIONAL \$3.75 PER HR PREMIUM.

SUPPLEMENTAL BENEFITS

Per hour worked:

\$16.52

Additional contribution on any Asbestos Abatement work.	.75
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OVERTIME PAY

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

* Saturday may be paid at straight time if it is the 5th day worked, unless it was a previously scheduled work day. If a holiday falls in that week and 32 hours were worked, Saturday will be paid at 1 1/2 times the rate.

HOLIDAY

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

REGISTERED APPRENTICES

WAGES: 1000 hour terms

1st term (0 to 1000)	\$14.33
2nd term (1001 to 2000)	16.93
3rd term (2001 to 3000)	19.54
4th term (3001 to 4000)	22.14

Additional per hour:	
Green Roofing	\$.25
Pitch Removal & Appl.	.90
Asbestos Abatement	1.20

SUPPLEMENTAL BENEFITS per hour worked:

1st & 2nd term	\$13.07
3rd term	15.52
4th term	16.52

Additional contribution .75
on any Asbestos Abatement work

6-195

Sheetmetal Worker	08/01/2013
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JOB DESCRIPTION Sheetmetal Worker **DISTRICT 6**

ENTIRE COUNTIES

Cayuga, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence

WAGES

Per hour:	07/01/2013	05/01/2014 *Additional	05/01/2015 *Additional
Sheetmetal Worker:			
** (under \$10 million)	\$27.06	\$.75	\$.75
** (over \$10 million)	28.06	.75	.75

*To be allocated at a later date.

**For total cost of Sheetmetal contract only.

TO INCLUDE METAL STANDING SEAM ROOFING, FLASHINGS AND GRAVEL STOP.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$17.00
plus 3% of hourly wage paid

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

When any holiday falls on a Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

REGISTERED APPRENTICES

WAGES: Six month terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
40%	45%	50%	55%	60%	65%	70%	75%	80%	85%
\$10.82	\$12.18	\$13.53	\$14.88	\$16.24	\$17.59	\$18.94	\$20.30	\$21.65	\$23.00

SUPPLEMENTAL BENEFITS per hour worked:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$9.92*	10.31*	10.71*	11.10*	11.49*	11.89*	13.31*	13.70*	14.10*	14.50*

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

6-58

Sprinkler Fitter	08/01/2013
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JOB DESCRIPTION Sprinkler Fitter **DISTRICT 1**

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2013
Sprinkler \$ 29.83
Fitter

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 20.52

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES

Wages per hour

For Apprentices HIRED PRIOR TO 04/01/2010:

One Half Year terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 15.08	\$ 15.08	\$ 16.26	\$ 17.77	\$ 19.28	\$ 20.79	\$ 22.29	\$ 23.80	\$ 25.31	\$ 26.82

Supplemental Benefits per hour worked
07/01/2013

1st & 2nd Terms	\$ 8.60
3rd Term	14.87
4th Term	14.91
5th Term	20.21
6th Term	20.25
7th Term	20.30
8th Term	20.34
9th Term	20.39
10th Term	20.43

For Apprentices HIRED ON OR AFTER 04/01/2010:

One Half Year terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 13.57	\$ 15.08	\$ 16.26	\$ 17.77	\$ 19.28	\$ 20.79	\$ 22.29	\$ 23.80	\$ 25.31	\$ 26.82

Supplemental Benefits per hour worked
07/01/2013

1st Term	\$ 8.56
2nd Term	8.60
3rd Term	14.87
4th Term	14.91
5th Term	15.46
6th Term	15.50
7th Term	15.55
8th Term	15.59
9th Term	15.64
10th Term	15.68

1-669

Teamster - Building

08/01/2013

JOB DESCRIPTION Teamster - Building

DISTRICT 6

ENTIRE COUNTIES

Onondaga

PARTIAL COUNTIES

Madison: Only the Townships of Cazenovia, De Ruyter, Fenner, Georgetown, Lenox, Nelson and Sullivan.
Oswego: All Townships except Redfield, Sandy Creek and Boylston.

WAGES

Per hour:

GROUP A: Straight Trucks, Mechanic Helper, Parts Chaser.

GROUP B: Tractor Trailer, Farm Tractor, Fuel Tank.

GROUP C: Euclid.

GROUP D: Mechanic-on-Site.

	07/01/2013	06/01/2014	06/01/2015
Building:(under \$ 5 million)			
GROUP A	\$20.23	\$20.33	\$20.43
GROUP B	20.23	20.33	20.43
GROUP C	20.23	20.33	20.43
GROUP D	20.23	20.33	20.43
Building:(over \$ 5 million)			
GROUP A	21.28	21.38	21.48
GROUP B	21.38	21.48	21.58
GROUP C	21.63	21.73	21.83
GROUP D	21.23	21.33	21.43

SUPPLEMENTAL BENEFITS

Per hour worked:

(under \$5 Million)	\$18.49	\$19.64	\$20.79
(over \$5 Million)	19.14	20.29	21.44

OVERTIME PAY

On Job site See (D,O) on OVERTIME PAGE

Over road See (B,H) on OVERTIME PAGE

HOLIDAY

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

6-317

Teamster - Heavy&Highway

08/01/2013

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 6

ENTIRE COUNTIES

Onondaga

PARTIAL COUNTIES

Madison: Only the Townships of Cazenovia, De Ruyter, Fenner, Georgetown, Lenox, Nelson and Sullivan.

Oswego: All Townships except Redfield, Sandy Creek and Boylston

WAGES

Per hour:

GROUP 1: Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trks(straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers & Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers. Tandems and Batch Trucks, Mechanics, Dispatcher, Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks and Agitator, Mixer Trucks and Dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

GROUP 2:

Specialized Earth Moving Equip, Euclid type, or similar off- highway, where not self-loading, Straddle (Ross) Carrier and self-contained concrete mobile unit, Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

WAGES per hour:	07/01/2013	07/01/2014	07/01/2015
Heavy/Highway:			
Group #1	\$21.09	\$21.84	\$22.62
Group #2	21.29	22.04	22.82

*For all work bid on or after April 1,1988 there shall be a twelve month carry over of the rates in effect at the time of the bid.

Addtl \$ 1.50 per hr on City, County or Federal/State designated hazardous waste site when personal protection is required, by regulation to be used or worn.

SUPPLEMENTAL BENEFITS

Per hour paid:	\$19.98	\$20.73	\$21.45
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

6-317h

Welder

08/01/2013

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	07/01/2013
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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.

- (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
- (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
- (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
- (B) Time and one half of the hourly rate after 8 hours per day
- (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.
- (E5) Double time after 8 hours on Saturdays
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (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

- (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
- (27) Memorial Day



New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone: ()

Fax: ()

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University
Construction Fund

☐ 05 Mental Hygiene
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State
(Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone:()

Fax: ()

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

- ☐ 1. New Building
- ☐ 2. Addition to Existing Structure
- ☐ 3. Heavy and Highway Construction (New and Repair)
- ☐ 4. New Sewer or Waterline
- ☐ 5. Other New Construction (Explain)
- ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
- ☐ 7. Demolition
- ☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?

YES ☐ NO ☐

10. Name and Title of Requester

Signature



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 08/14/2013

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		4618 FOSTER AVE LLC		C/O KAHAN & KAHAN 225 BROADWAY-SUITE 715NEW YORK NY 10007	02/05/2013	02/05/2018
DOL	NYC		A & T IRON WORKS INC		25 CLIFF STREET NEW ROCHELLE NY 10801	12/21/2009	12/21/2014
DOL	DOL	*****0711	A ULIANO & SON LTD		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	DOL		A ULIANO CONSTRUCTION		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	NYC	*****5804	AAR/CO ELECTRIC INC		5902 AVENUE N BROOKLYN NY 11234	03/20/2009	03/20/2014
DOL	NYC	*****4486	ABBAY PAINTING CORP		21107 28TH AVENUE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL	*****9095	ABDO TILE CO		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****9095	ABDO TILE COMPANY		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****0635	ABOVE ALL PUMP REPAIR CORP		360 KNICKERBOCKER AVENUE BATAVIA NY 11716	10/20/2008	10/20/2013
DOL	DOL	*****1219	ABSOLUTE GENERAL CONTRACTING INC		1229 AVENUE U BROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	AG	*****8219	ACTIVE CABLING INC		C/O FRANK DECAPITE 7 SYCAMORE ROAD DRWOODBURY NY 11797	10/02/2008	10/01/2013
DOL	DOL		ADAM A CEMERYS		2718 CURRY ROAD SCHENECTADY NY 12303	07/08/2010	07/08/2015
DOL	DOL	*****7584	ADAM'S FLOOR COVERING LLC		2718 CURRY ROAD SCHENECTADY NY 12303	07/08/2010	02/15/2017
DOL	DOL		ADESUWA UWUIGBE		P O BOX 21-1022 BROOKLYN NY 11221	05/16/2012	05/16/2017
DOL	DOL		AFFORDABLE PAINTING PLUS		367 GREEVES ROAD NEW HAMPTON NY 10958	10/01/2010	10/01/2015
DOL	DOL	*****2538	AGG MASONRY INC		160 72ND ST - SUITE 721 BROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL		ALBERT CASEY		43-28 54TH STREET WOODSIDE NY 11377	07/01/2011	07/01/2016
DOL	DOL		ALEJANDRO MATOS		C/O SEVEN STAR ELECTRICAL 23-24 STEINWAY STREETASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL		ALISHER KARIMOV		C/O AGG MASONRY INC 7105 3RD AVENUEBROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL	*****8740	ALLSTATE ENVIRONMENTAL CORP		C/O JOSE MONTAS 27 BUTLER PLACEYONKERS NY 10710	03/18/2011	03/15/2017
DOL	DOL	*****8534	ALPHA INTERIORS INC		513 ACORN STREET/ SUITE C DEER PARK NY 11729	05/27/2010	05/27/2015
DOL	DOL	*****4274	AMERICAN STEEL MECHANICAL INC		693 PAINTER STREET MEDIA PA 19063	02/20/2013	02/20/2018
DOL	DOL	*****8291	AMIR'S VISION INC		230 PRATT STREET BUFFALO NY 14204	09/17/2008	09/17/2013
DOL	NYC		ANDERSON LOPEZ		670 SOUTHERN BLVD BRONX NY 10455	06/14/2011	06/14/2016
DOL	DOL		ANDREW DIPAUL		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	12/11/2012	12/11/2017
DOL	NYC		ANDRZEJ WROBEL		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	AG		ANTHONY BRANCA		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	DA		ANTHONY CARDINALE		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/16/2017
DOL	DOL		ANTHONY POSELLA		30 GLEN HOLLOW ROCHESTER NY 14622	10/19/2009	10/19/2014
DOL	DOL		ANTHONY TAORMINA		215 MCCORMICK DRIVE BOHEMIA NY 11716	05/20/2009	05/20/2014
DOL	DOL		ANTHONY ULIANO		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	DOL	*****3020	APCO CONTRACTING CORP		24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/24/2017
DOL	DOL	*****8688	ARC MECHANICAL CORP		215 MCCORMICK DRIVE BOHEMIA NY 11716	05/20/2009	05/20/2014

NYSDOL Bureau of Public Work Debarment List 08/14/2013

Article 8

DOL	NYC		ARIE BAR		5902 AVENUE N BROOKLYN NY 11234	03/20/2009	03/20/2014
DOL	DOL	*****9336	ARTIERI SPECIALTIES LLC	SWITZER SALES	107 STEVENS STREET LOCKPORT NY 14094	11/04/2009	11/04/2014
DOL	DOL	*****3953	ASCPAPE LANDSCAPE & CONSTRUCTION CORP		634 ROUTE 303 BLAUVELT NY 10913	07/26/2012	07/26/2017
DOL	DOL	*****2993	AST DRYWALL & ACOUSTICS INC		46 JOHN STREET - STE 711 NEW YORK NY 10038	12/16/2008	12/16/2013
DOL	DOL	*****2534	B & B CONCRETE CONTRACTORS INC		55 OLD TURNPIKE ROAD SUITE 612NANUET NY 10954	02/04/2011	02/04/2016
DOL	NYC		BASIL ROMEO		243-03 137TH AVENUE ROSEDALE NY 11422	03/25/2010	03/25/2015
DOL	DOL	*****2294	BEDELL CONTRACTING CORP		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL		BENNY VIGLIOTTI		C/O LUVIN CONSTRUCTION CO P O BOX 357CARLE PLACE NY 11514	03/15/2010	03/15/2015
DOL	DOL	*****6999	BEST ROOFING OF NEW JERSEY LLC		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		BIAGIO CANTISANI		200 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL	*****8501	BLOCKHEAD CONCRETE & PAVING INC		P O BOX 71 CHEEKTOWAGA NY 14225	09/03/2008	09/03/2013
DOL	NYC	*****8377	BOSPHORUS CONSTRUCTION CORPORATION		3817 KINGS HIGHWAY-STE 1D BROOKLYN NY 11234	06/30/2010	06/30/2015
DOL	DOL		BRIAN HOXIE		2219 VALLEY DRIVE SYRACUSE NY 13207	12/04/2009	12/04/2014
DOL	DOL	*****4311	C & F SHEET METAL CORP		201 RICHARDS STREET BROOKLYN NY 11231	02/25/2009	02/24/2014
DOL	DOL	*****3542	C & R HOUSING INC		230 PRATT STREET BUFFALO NY 14204	09/17/2008	09/17/2013
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		CANTISANI HOLDING LLC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL	*****1143	CARMODY BUILDING CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	*****3368	CARMODY CONCRETE CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL		CARMODY CONTRACTING CORP		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL	*****6215	CARMODY CONTRACTING INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY ENTERPRISES LTD		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL	*****3812	CARMODY INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****3812	CARMODY INDUSTRIES INC		442 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY MAINTENANCE CORP		105 KISCO AVENUE MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	*****0324	CARMODY MASONRY CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****3812	CARMODY"2" INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL	*****9721	CATENARY CONSTRUCTION CORP		112 HUDSON AVENUE ROCHESTER NY 14605	02/14/2006	10/20/2014
DOL	DOL	*****1683	CATONE CONSTRUCTION COMPANY INC		294 ALPINE ROAD ROCHESTER NY 14423	03/09/2012	03/09/2017
DOL	DOL		CATONE ENTERPRISES INC		225 DAKOTA STREET ROCHESTER NY 14423	03/09/2012	03/09/2017
DOL	DOL	*****7924	CBI CONTRACTING INCORPORATED		2081 JACKSON AVENUE COPIAGUE NY 11726	06/03/2010	06/03/2015
DOL	DOL	*****5556	CERTIFIED INSTALLERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		CHARLES OKRASKI		67 WARD ROAD SALT POINT NY 12578	01/21/2011	01/21/2016
DOL	DOL		CHARLES RIBAUDO		513 ACORN ST - SUITE C DEER PARK NY 11729	05/27/2010	05/27/2015
DOL	DOL	*****1416	CHEROMINO CONTROL GROUP LLC		61 WILLET ST - SUITE 14 PASSAIC NJ 07055	12/03/2009	02/23/2017
DOL	DOL		CHRIS SAVOURY		44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016

NYSDOL Bureau of Public Work Debarment List 08/14/2013

Article 8

DOL	DOL		CHRIST R PAPAS		C/O TRAC CONSTRUCTION INC 9091 ERIE ROADANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL		CHRISTOF PREZBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL		CITY GENERAL BUILDERS INC		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL	*****7086	CITY GENERAL IRON WORKS INC		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL	*****5329	CNY MECHANICAL ASSOCIATES INC		P O BOX 250 EAST SYRACUSE NY 13057	11/06/2008	11/06/2013
DOL	NYC	*****1768	COFIRE PAVING CORPORATION		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL	*****8342	CONKLIN PORTFOLIO LLC		60 COLONIAL ROAD STILLWATER NY 12170	02/15/2011	02/15/2016
DOL	DOL	*****4175	CONSOLIDATED INDUSTRIAL SERVICES INC		2051 ROUTE 44/55 MODENA NY 12548	12/11/2012	01/28/2018
DOL	DOL	*****5740	CORTLAND GLASS COMPANY INC		336 TOMPKINS STREET CORTLAND NY 13045	10/21/2010	07/15/2016
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	*****1804	CUSTOM GARDEN LANDSCAPING INC		283 NORTH MIDDLETOWN ROAD PEARL RIVER NY 10965	09/28/2009	09/28/2014
DOL	DOL	*****9453	D & D MASON CONTRACTORS INC		158-11 96TH STREET HOWARD BEACH NY 11414	06/25/2009	06/25/2014
DOL	DOL	*****0810	D & G PAINTING & DECORATING INC		53 LITTLE COLLABAR ROAD MONTGOMERY MA 01549	04/19/2012	04/19/2017
DOL	DOL		D JAMES SUTTON		949 GROVESIDE ROAD BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL		DANIEL CELLUCCI ELECTRIC		17 SALISBURY STREET GRAFTON MA 01519	06/02/2010	06/02/2015
DOL	DOL	*****7129	DANIEL T CELLUCCI	DANIEL CELLUCCI ELECTRIC	17 SALISBURY STREET GRAFTON MA 01519	06/02/2010	06/02/2015
DOL	DOL		DARREN MAYDWELL		115 LEWIS STREET YONKERS NY 10703	05/12/2009	05/12/2014
DOL	DOL		DEAN ROBBINS III		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	02/20/2018
DOL	DOL		DEANNA J REED		5900 MUD MILL RD-BOX 949 BREWERTON NY 13029	09/02/2008	09/02/2013
DOL	DOL	*****2311	DELCON CONSTRUCTION CORP		220 WHITE PLAINS ROAD TARRYTOWN NY 10591	08/27/2009	08/27/2014
DOL	DOL	*****3538	DELTA CONTRACTING PAINTING AND DESIGN INC		75 MCCULLOCH DRIVE DIX HILLS NY 11746	10/19/2010	10/19/2015
DOL	DOL		DEMETRIOS KOUTSOURAS		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	DOL		DIANE DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL		DONALD NOWAK		10 GABY LANE CHEEKTOWAGA NY 14227	10/15/2009	10/15/2014
DOL	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUEPORT WASHINGTON NY 11050	09/24/2012	09/24/2017
DOL	DOL		DRAGOLJUB RADOJEVIC	61 WILLET ST - SUITE 14	PASSAIC NJ 07055	12/03/2009	07/09/2015
DOL	NYC	*****6176	E N E L ELECTRICAL CORP		1107 MCDONALD AVENUE BROOKLYN NY 11230	07/30/2010	07/30/2015
DOL	DOL	*****8011	EOCA CLEANING CONTRACTORS INC		P O BOX 21-1022 BROOKLYN NY 11221	05/16/2012	05/16/2017
DOL	NYC	*****8074	ECONOMY IRON WORKS INC		670 SOUTHERN BLVD BRONX NY 10455	06/14/2011	06/14/2016
DOL	DOL		EDWARD L GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVEKENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL		EDWARD SUBEH		1 CHELSEA COURT ATLANTIC CITY NJ 08401	10/06/2008	10/06/2013
DOL	NYC	*****6260	EL TREBOL SPECIAL CLEANING INC		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002

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DOL	DOL	*****6101	ENHANCED DATA COM INC		75 SHERBROOK ROAD NORTH BABYLON NY 11704	07/01/2010	07/01/2015
DOL	DOL		ERIKA BARNETT		253 BEACH BREEZE LANE UNIT BARVERNE NY 11692	02/05/2013	02/05/2018
DOL	DOL		ESCO INSTALLERS LLC		1 CHELSEA COURT ATLANTIC CITY NJ 08401	10/06/2008	10/06/2013
DOL	DOL		ESTEVEZ & FRAGA CONSTRUCTION CO INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		ESTEVEZ & FRAGA INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		EVELIO ELLEDIAS		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
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	DOL	*****5867	FJM-FERRO INC		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	DOL		FMS		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL	*****8067	FORTH SPORT FLOORS INC		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
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 ACOCCELLA		68 GAYLORD ROAD SCARSDALE NY 10583	02/10/2011	02/10/2016
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		FRANK J MERCANDO		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	12/11/2014
DOL	DOL		FRANK ORTIZ		75 SHERBROOK ROAD NORTH BABYLON NY 11704	07/01/2010	07/01/2015
DOL	DOL		FRED ABDO	ABDO TILE COMPANY AKA ABDO TILE CO	6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****9202	G & M PAINTING ENTERPRISES INC		13915 VILLAGE LANE RIVERVIEW MI 48192	02/05/2010	02/05/2015
DOL	DOL		GARY MCDOWELL	GM CONSTRUCTI ON & LAWN CARE SERVICE	76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL	*****6826	GBE CONTRACTING CORPORATION		12-14 UTOPIA PARKWAY WHITESTONE NY 11357	02/10/2010	02/10/2015
DOL	NYC		GELSOMINA TASSONE		25 CLIFF STREET NEW ROCHELLE NY 10801	06/15/2010	06/15/2015
DOL	DOL		GEORGE A PATTI III		P O BOX 772 JAMESTOWN NY 14701	08/13/2010	08/13/2015
DOL	NYC		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GEORGE SHINAS		12-14 UTOPIA PARKWAY WHITESTONE NY 11357	02/10/2010	02/10/2015
DOL	DOL		GERALD A POLLOCK		336 TOMPKINS STREET CORTLAND NY 13045	06/29/2010	07/15/2016
DOL	DOL		GERALD F POLUCH JR		2085 BRIGHTON HENRIETTA TOWN LINE ROADROCHESTER NY 14623	11/04/2010	11/04/2015
DOL	DOL	*****1075	GLOBAL TANK CONSTRUCTION LLC		P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL	*****0878	GM CONSTRUCTION & LAWN CARE SERVICE		76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL	*****4013	GR GRATES CONSTRUCTION CORPORATION		63 IRONWOOD ROAD UTICA NY 13520	06/14/2010	06/14/2015
DOL	DOL		GRATES MERCHANT NANNA INC		63 IRONWOOD ROAD UTICA NY 13520	06/14/2010	06/15/2015
DOL	DOL		GREGG G GRATES		63 IRONWOOD ROAD UTICA NY 13520	06/14/2010	06/14/2015
DOL	DOL		GRETCHEN SULLIVAN		P O BOX 130 CRETE IL 60417	11/10/2011	11/10/2016
DOL	DOL	*****9985	GROUND LEVEL CONSTRUCTION		10 GABY LANE CHEEKTOWAGA NY 14227	10/15/2009	10/15/2014

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DOL	DOL	*****7735	GRYF CONSTRUCTION INC		394 SPOTSWOOD-ENGLISH RD MONROE NJ 08831	08/08/2011	08/08/2016
DOL	DOL	*****9456	GUILLO CONTRACTING CORP		P O BOX 229 CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	DOL		GUS PAPASTEFANOU		C/O D & G PAINTING & DECO 53 LITTLE COLLABAR ROADMONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	DOL		H.H. RAUH CONSTRUCTION, LLC		2930 RT. 394 ASHVILLE NY 14710	01/14/2011	01/14/2016
DOL	DOL	*****2499	H.H. RAUH CONTRACTING CO., LLC		2930 RT. 394 ASHVILLE NY 14710	01/14/2011	01/14/2016
DOL	DOL		H.H. RAUH PAVING, INC.		7 WEST 1ST ST. LAKEWOOD NY 14750	01/14/2011	01/14/2016
DOL	DOL	*****8904	HALLOCKS CONSTRUCTION CORP	P O BOX 278	YORKTOWN HEIGHTS NY 10598	12/01/2008	12/01/2013
DOL	DOL		HARALAMBOS KARAS		80-12 ASTORIA BOULEVARD EAST ELMHURST NY 11370	11/22/2008	10/22/2013
DOL	DOL	*****5405	HARD LINE CONTRACTING INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL		HI-TECH CONTRACTING CORP		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL	*****4331	HIDDEN VALLEY EXCAVATING INC		225 SEYMOUR STREET FREDONIA NY 14063	02/08/2011	02/08/2016
DOL	DOL	*****9893	HOXIE'S PAINTING CO INC		2219 VALLEY DRIVE SYRACUSE NY 13207	12/04/2009	12/04/2014
DOL	DOL	*****6429	IDM ENTERPRISES INC		60 OUTWATER LANE GARFIELD NJ 07026	05/09/2009	05/09/2014
DOL	DOL	*****8426	IMPERIAL MASONRY RESTORATION INC		141 ARGONNE DRIVE KENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL	*****7561	INDUS GENERAL CONSTRUCTION		33-04 91ST STREET JACKSON HEIGHTS NY 11372	04/28/2010	04/28/2015
DOL	DA	*****1958	IRON HORSE ONE INC		10 ROSWELL AVENUE OCEANSIDE NY 11572	09/30/2010	09/30/2015
DOL	DOL		ISABEL FRAGA		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		IVAN D MARKOVSKI		60 OUTWATER LANE GARFIELD NJ 07026	05/09/2009	05/09/2014
DOL	DOL		J & N LEASING AND BUILDING MATERIALS		154 EAST BOSTON POST ROAD MAMARONECK NY 10543	08/11/2009	08/11/2014
DOL	DOL	*****1584	J M TRI STATE TRUCKING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL	*****9368	J TECH CONSTRUCTION		PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		J THE HANDYMAN			09/24/2012	09/24/2017
DOL	DOL		JAMES SICKAU		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	12/30/2016
DOL	DOL		JAMES WALSH		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL		JAY PRESUTTI		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	01/28/2013	01/28/2018
DOL	DOL		JEFFREY A NANNA		502 WOODBURNE DRIVE UTICA NY 13502	06/14/2010	06/14/2015
DOL	DOL		JEFFREY ARTIERI		107 STEVENS STREET LOCKPORT NY 14094	11/04/2009	11/04/2014
DOL	DOL		JOHN BUONADONNA		283 NORTH MIDDLETOWN ROAD PEARL RIVER NY 10965	09/28/2009	09/28/2014
DOL	DOL		JOHN CATONE		C/O CATONE CONSTRUCTION 294 ALPINE ROADROCHESTER NY 14612	03/09/2012	03/09/2017
DOL	NYC		JOHN DITURI		1107 MCDONALD AVENUE BROOKLYN NY 11230	07/30/2010	07/30/2015
DOL	NYC		JOHN FICARELLI		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL		JOHN H LEE	JOHN LEE QUALITY PAVING	67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL		JOHN JIULIANI		222 GAINSBORG AVENUE E WEST HARRISON NY 10604	05/10/2010	05/10/2015

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DOL	DOL	*****1749	JOHN LEE QUALITY PAVING		67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL	*****2701	JOHN SMYKLA	AFFORDABLE PAINTING PLUS	367 GREEVES ROAD NEW HAMPTON NY 10958	10/01/2010	10/01/2015
DOL	DOL	*****9368	JORGE I DELEON	J TECH CONSTRUCTI ON	PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		JORGE OUVINA		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		JOSE DOS SANTOS JR		85-08 60TH AVENUE ELMHURST NY 11373	11/21/2008	11/21/2013
DOL	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/15/2017
DOL	DOL		JOSEPH CASUCCI		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	DOL		JOSEPH MONETTE		C/O JOHN MONETTE 140 ARMSTRONG AVENUESYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		K NELSON SACKOOR		16 JOY DRIVE NEW HYDE PARK NY 11040	01/05/2010	01/05/2015
DOL	NYC		KAMIL OZTURK		3715 KINGS HWY - STE 1D BROOKLYN NY 11234	06/30/2010	06/30/2015
DOL	DOL		KAREN HARTMAN		C/O GUILLO CONTRACTING P O BOX 229CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	DOL		KEITH SCHEPIS		C/O KJS HAULING AND HOME 95 MAPLE AVENUE NEW CITY NY 10956	04/15/2013	04/15/2018
DOL	DOL		KEMPTON MCINTOSH		8531 AVENUE B BROOKLYN NY 11236	12/16/2008	12/16/2013
DOL	DOL		KEN DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL	*****5941	KINGSVIEW ENTERPRISES INC		7 W FIRST STREET P O BOX 2LAKEWOOD NY 14750	01/14/2011	01/14/2016
DOL	DOL	*****2463	KJS HAULING AND HOME IMPROVEMENT INC		95 MAPLE AVENUE NEW CITY NY 10956	04/15/2013	04/15/2018
DOL	DOL		KRZYSZTOF PRXYBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL	*****6033	KUSNIR CONSTRUCTION		2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	DOL	*****0526	LAGUARDIA CONSTRUCTION CORP		47-40 48TH STREET WOODSIDE NY 11377	07/01/2011	07/01/2016
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	10/19/2014
DOL	DOL		LANCET SPECIALTY CONTRACTING CORP		C/O CATENARY CONSTRUCTION 112 HUDSON AVENUE ROCHESTER NY 14605	10/19/2009	10/19/2014
DOL	DOL		LARRY DOMINGUEZ		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL		LAURA A. GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVEKENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL	*****0597	LEED INDUSTRIES CORP	HI-TECH CONTRACTIN G CORP	114 PEART STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL	*****7907	LEEMA EXCAVATING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL	*****8453	LINPHILL ELECTRICAL CONTRACTORS INC		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	DOL		LINVAL BROWN		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	DOL	*****5171	LUVIN CONSTRUCTION CORP		P O BOX 357 CARLE PLACE NY 11514	03/15/2010	03/15/2015
DOL	DOL		MANUEL ESTEVES		55 OLD TURNPIKE ROAD SUITE 612NANUET NY 10954	02/04/2011	02/04/2016
DOL	NYC		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998

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DOL	NYC		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL		MARGARET FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		MARIA ESTEVES AKA MARIA MARTINS		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIA MARTINS AKA MARIA ESTEVES		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIO LUIS		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	DOL		MARIO R ECHEVERRIA JR		588 MEACHAM AVE-SUITE 103 ELMONT NY 11003	08/24/2010	08/24/2015
DOL	DOL		MARK LINDSLEY		355 COUNTY ROUTE 8 FULTON NY 13069	08/08/2009	08/14/2014
DOL	NYC	*****4314	MASCON RESTORATION INC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	NYC	*****4314	MASCON RESTORATION LLC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL	*****0845	MASONRY CONSTRUCTION INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****3333	MASONRY INDUSTRIES INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****6826	MATSOS CONTRACTING CORPORATION		12-14 UTOPIA PARKWAY WHITESTONE NY 11357	02/10/2010	02/10/2015
DOL	AG	*****9970	MAY CONSTRUCTION CO INC		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	DOL	*****9857	MBL CONTRACTING CORPORATION		2620 ST RAYMOND AVENUE BRONX NY 10461	08/30/2011	08/30/2016
DOL	DOL		MCI CONSTRUCTION INC		975 OLD MEDFORD AVENUE FARMINGDALE NY 11738	08/24/2009	08/24/2014
DOL	DOL	*****9028	MCINTOSH INTERIORS LLC		8531 AVENUE B BROOKLYN NY 11236	02/05/2013	02/05/2018
DOL	DOL	*****5936	MCSI ADVANCED AV SOLUTIONS LLC		2085 BRIGHTON HENRIETTA TOWN LINE ROADROCHESTER NY 14623	11/04/2010	11/04/2015
DOL	DOL	*****4259	MERCANDO CONTRACTING CO INC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	12/11/2014
DOL	DOL	*****0327	MERCANDO INDUSTRIES LLC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	12/11/2014
DOL	DOL	*****9198	MICHAEL CZECHOWICZ	OCTAGON CO	37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	DOL		MICHAEL F LEARY JR		3813 SNOWDEN HILL ROADNEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	DOL		MICHAEL F LEARY JR METAL STUD & DRYWALL		3813 SNOWDEN HILL ROAD NEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	DOL	*****6033	MICHAEL KUSNIR	KUSNIR CONSTRUCTION	2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	DOL		MICHAEL MARGOLIN		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL	*****2635	MIDLAND CONSTRUCTION OF CEDAR LAKE INC		13216 CALUMET AVENUE CEDAR LAKE IL 46303	11/10/2011	11/10/2016
DOL	DOL	*****5517	MILLENNIUM PAINTING INC		67 WARD ROAD SALT POINT NY 12578	01/21/2011	01/21/2016
DOL	NYC		MOHAMMAD SELIM		73-12 35TH AVE - APT F63 JACKSON HEIGHTS NY 11372	03/04/2010	03/04/2015
DOL	DA		MOHAMMED SALEEM		768 LYDIG AVENUE BRONX NY 10462	08/18/2009	05/25/2015
DOL	NYC	*****2690	MONDOL CONSTRUCTION INC		11-27 30TH DRIVE LONG ISLAND CITY NY 11102	05/25/2011	05/25/2016
DOL	DOL		MORTON LEVITIN		3506 BAYFIELD BOULEVARD OCEANSIDE NY 11572	08/30/2011	08/30/2016
DOL	DOL	*****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229	09/24/2012	09/24/2017
DOL	NYC		MUHAMMAD ZULFIQAR		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL	*****2357	MUNICIPAL MILLING & MIX-IN-PLACE		9091 ERIE ROAD ANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL		MURRAY FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017

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DOL	DA	*****9642	MUTUAL OF AMERICAL GENERAL CONSTRUCTION & MANAGEMENT CORP		768 LYDIG AVENUE BRONX NY 10462	08/18/2009	05/25/2015
DOL	DOL		MUZAFFAR HUSSAIN		C/O ABSOLUTE GENERAL CONT 1129 AVENUE UBROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	DOL		N PICCO AND SONS CONTRACTING INC		154 EAST BOSTON POST ROAD MAMARONECK NY 10543	08/11/2009	08/11/2014
DOL	DOL		NAT PICCO		154 EAST BOSTON POST ROAD MAMARONECK NY 10543	08/22/2009	08/22/2014
DOL	DA	*****6988	NEW YORK INSULATION INC		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/16/2017
DOL	DOL		NICHOLAS DEGREGORY JR	NJ DEGREGORY & COMPANY	1698 ROUTE 9 GLEN FALLS NY 12801	05/23/2013	05/23/2018
DOL	DOL		NICOLE SPELLMAN		2081 JACKSON AVENUE COPIAGUE NY 11726	06/03/2010	06/03/2015
DOL	DOL		NIKOLAS PSAREAS		656 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016
DOL	DOL	*****5279	NJ DEGREGORY & COMPANY		1698 ROUTE 9 GLEN FALLS NY 12801	05/23/2013	05/23/2018
DOL	DOL		NJ DEGREGORY & SONS CONSTRUCTION		1698 ROUTE 9 GLEN FALLS NY 12801	05/23/2013	05/23/2018
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	DOL	*****9198	OCTAGON CO		37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	DOL		OKBY ELSAYED		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	NYC		OLIVER HOLGUIN		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	DOL	*****5226	PASCARELLA & SONS		459 EVERDALE AVENUE WEST ISLIP NY 11759	01/10/2010	01/10/2015
DOL	DOL		PAUL VERNA		C/O AMERICAN STEEL MECHA 693 PAINTER STREETMEDIA PA 19063	02/20/2013	02/20/2018
DOL	DOL		PEDRO RINCON		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL	*****9569	PERFORM CONCRETE INC		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
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	*****1136	PHOENIX ELECTRICIANS COMPANY INC		540 BROADWAY P O BOX 22222ALBANY NY 12201	03/09/2010	03/09/2015
DOL	DOL	*****5419	PINE VALLEY LANDSCAPE CORP		RR 1, BOX 285-B BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL		PRECISION DEVELOPMENT CORP		115 LEWIS STREET YONKERS NY 10703	05/12/2009	05/12/2014
DOL	DOL	*****7914	PRECISION SITE DEVELOPMENT INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL	*****9359	PRECISION STEEL ERECTORS INC		P O BOX 949 BREWERTON NY 13029	09/02/2008	09/02/2013
DOL	DOL	*****6895	PROLINE CONCRETE OF WNY INC		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	12/30/2016
DOL	DOL	*****2326	PUTMAN CONSTRUCTION COMPANY OF WESTERN NY		29 PHYLLIS AVENUE BUFFALO NY 14215	09/03/2008	09/03/2013
DOL	DOL		RAMON BONILLA		938 E 232ND STREET #2 BRONX NY 10466	05/25/2010	05/25/2015
DOL	DOL		REBECCA THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	NYC	*****6978	RISINGTECH INC		243-03 137TH AVENUE ROSEDALE NY 11422	03/25/2010	03/25/2015
DOL	DOL		ROBBYE BISSEsar		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	NYC		ROBERT FICARELLI		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL		ROBERT L EVANS		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018

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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		ROCCO ESPOSITO		C/O ROCMAR CONTRACTING CO 620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL		ROCMAR CONSTRUCTION CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL	*****7083	ROCMAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL	*****9025	ROJO MECHANICAL LLC		938 E 232ND STREET #2 BRONX NY 10466	05/25/2010	05/25/2015
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	*****5905	ROSE PAINTING CORP		222 GAINSBORG AVENUE EAST WEST HARRISON NY 10604	05/10/2010	05/10/2015
DOL	DOL		ROSEANNE CANTISANI		11 TATAMUCK ROAD POUND RIDGE NY 10576	05/04/2012	05/04/2017
DOL	NYC		ROSS J HOLLAND		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL		RUTH H SUTTON		939 GROVESIDE ROAD BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL		S & M CONTRACTING LLC		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		S & S ELECTRIC		235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	DOL	*****2585	S B WATERPROOFING INC		SUITE #3R 2167 CONEY ISLAND AVENUE BROOKLYN NY 11223	11/04/2009	11/04/2014
DOL	DOL	*****9066	SAMAR PAINTING & DECORATING INC		137 E MAIN STREET ELMSFORD NY 10523	12/01/2008	12/01/2013
DOL	DOL	*****4923	SCHENLEY CONSTRUCTION INC		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL		SCOTT LEONARD	GLOBAL TANK CONSTRUCTI ON LLC	P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL		SEAKCO CONSTRUCTION COMPANY LLC		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL	*****9030	SEAKCO NEW YORK LLC	SEAKCO CONSTRUCTI ON COMPANY	128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	NYC	*****4020	SERVI-TEK ELEVATOR CORP		2546 EAST TREMONT AVENUE BRONX NY 10461	06/04/2009	06/04/2014
DOL	DOL	*****3540	SEVEN STAR ELECTRICAL CONTRACTING CORP		23-24 STEINWAY STREET ASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL		SEVEN STAR ELECTRICAL INC		C/O THEONI ATHANASIADIS 1023 COMMACK ROAD DIX HILLS NY 11746	06/27/2011	06/27/2016
DOL	NYC		SHAFIQU L ISLAM		11-27 30TH DRIVE LONG ISLAND CITY NY 11102	05/25/2011	05/25/2016
DOL	NYC		SHAHZAD ALAM		21107 28TH AVE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL		SHAIKF YOUSUF		C/O INDUS GENERAL CONST 33-04 91ST STREET JACKSON HEIGHTS NY 11372	04/28/2010	04/28/2015
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	02/25/2015
DOL	DOL	*****8469	SIGNATURE PAVING AND SEALCOATING		P O BOX 772 JAMESTOWN NY 14701	08/13/2010	08/13/2015
DOL	DOL	*****8469	SIGNATURE SEALCOATING AND STRIPING SERVICE		345 LIVINGSTON AVENUE P O BOX 772 JAMESTOWN NY 14702	04/04/2007	08/13/2015
DOL	DOL	*****0667	SNEEM CONSTRUCTION INC		43-22 42ND STREET SUNNYSIDE NY 11104	07/01/2011	07/01/2016
DOL	DOL		SPASOJE DOBRIC		61 WILLET STREET - SUITE PASSAIC NJ 07055	07/09/2010	02/23/2017
DOL	DOL		SPORTSCRAFTERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****3539	SPOTLESS CONTRACTING	IMPACT INDUSTRIAL SERVICES INC	44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016

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DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL		STEFANIE MCKENNA		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		STEVEN CONKLIN		60 COLONIAL ROAD STILLWATER NY 12170	02/15/2011	02/15/2016
DOL	DOL	*****4081	STS CONSTRUCTION OF WNY		893 EAGLE STREET BUFFALO NY 14210	06/09/2009	06/09/2014
DOL	DOL		STUART CHAITIN		634 ROUTE 303 BLAUVET NY 10913	07/26/2012	07/26/2017
DOL	DOL	*****3210	SUPER SWEEP	FMS	4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL	*****9676	T D CONTRACTORS CORP	T D CONTRACTOR S INC	113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		T D CONTRACTORS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****4293	THE J OUVINA GROUP LLC		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		THE THORNE GROUP INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****2070	THE UNIVERSAL GROUP OF NEW YORK INC		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	02/20/2018
DOL	DOL		THEONI ATHANASIADIS		C/O SEVEN STAR ELECTRICAL 23-24 STEINWAY STREETASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL		THOMAS ASCHMONEIT		79 MADISON AVENUE - FL 17 NEW YORK NY 10016	04/16/2009	04/16/2014
DOL	DOL		THOMAS DEMARTINO		158-11 96TH STREET HOWARD BEACH NY 11414	06/25/2009	06/25/2014
DOL	DOL		THOMAS TERRANOVA		13 NEW ROAD/SUITE 1 NEWBURGH NY 12550	11/15/2010	11/15/2015
DOL	DOL	*****2734	THREE FRIENDS CONSTRUCTION CORP		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	NYC	*****6253	THUNDER BROTHERS CORP		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	NYC		TIMOTHY O'SULLIVAN		C/O SNEEM CONSTRUCTION 4322 42ND STREET SUNNYSIDE NY 11104	07/01/2011	07/01/2016
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	08/19/2014
DOL	DOL	*****3315	TOTAL DOOR SUPPLY & INSTALLATION INC		16 JOY DRIVE NEW HYDE PPARK NY 11040	01/05/2010	01/05/2015
DOL	DOL	*****3315	TOTAL DOOR SUPPLY & INSTALLATION INC		16 JOY DRIVE NEW HYDE PPARK NY 11040	01/05/2010	01/05/2015
DOL	DOL	*****8176	TOURO CONTRACTING CORP		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	DOL	*****2357	TRAC CONSTRUCTION INC	MUNICIPAL MILLING & MIX -IN- PLACE	9091 ERIE ROAD ANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL		TRI STATE TRUCKING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL	*****5213	TRIAD PAINTING CO INC		656 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016
DOL	DOL	*****4294	TWT CONSTRUCTION COMPANY INC		13 NEW ROAD/SUITE 1 NEWBURGH NY 12550	11/15/2010	11/15/2015
DOL	DOL		ULIANO AND SONS INC		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	DOL	*****0854	VANESSA CONSTRUCTION INC		588 MEACHAM AVE/STE 103 ELMONT NY 11003	08/24/2010	08/24/2015
DOL	DOL	*****3270	VEZANDIO CONTRACTING CORP		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	DOL		VIRGINIA L CAPONE		137 E MAIN STREET ELMSFORD NY 10523	12/01/2008	12/01/2013
DOL	NYC	*****9936	VISHAL CONSTRUCTION INC		73-12 35TH AVE - APT F63 JACKSON HEIGHTS NY 11272	03/04/2010	03/04/2015
DOL	DOL		WESLEY J STAROBA		206 TALLY HO COURT SCHENECTADY NY 12303	06/19/2013	06/19/2018
DOL	DOL	*****0078	WESLEY J STAROBA INC	S & S ELECTRIC	235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	DOL	*****7617	WHITE PLAINS CARPENTRY CORP		P O BOX 309 WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		WILLIAM PUTNAM		50 RIDGE ROAD BUFFALO NY 14215	09/03/2008	09/03/2013

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DOL	DOL		WILLIAM SCRIVENS		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		WILLIAM THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		WILLIAM W FARMER JR		112 HUDSON AVENUE ROCHESTER NY 14605	10/19/2009	10/19/2014
DOL	NYC	*****5498	XAVIER CONTRACTING LLC		68 GAYLORD ROAD SCARSDALE NY 10583	02/10/2011	02/10/2016
DOL	AG		YULY ARONSON		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	DOL		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7ABROOKLYN NY 11229	09/24/2012	09/24/2017

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless 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. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, 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 the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, 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 the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(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, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts 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. 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 Department of Economic Development's Division 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 Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State 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. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

APPENDIX B

STANDARD CLAUSES FOR ALL NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION CONTRACTS

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 6% of the dollar value of this contract to Minority Owned Business Enterprises (MBEs) and at least 6% of such value to Women Owned Business Enterprises (WBEs).

(2) The Contractor is required to make good faith efforts to employ or contractually require any Subcontractor with whom it contracts to make good faith efforts to employ minority group members for at least 10% of, and women for at least 10% of, the workforce hours required to perform the work under this contract.

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

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

Phone: (518) 292-5250

Fax: (518) 292-5803

and

Empire State Development Corp.

633 Third Avenue

New York, NY 10017

Phone: (212) 803-2414

Fax: (212) 803-3223

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

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

(e) The Contractor is required to make good faith efforts to utilize the MBE/WBEs identified in the utilization plan to the extent indicated in such plan, and otherwise to implement it according to its terms. The Contractor is requested to report on such implementation periodically as provided by the contract, or annually, whichever is more frequent.

VIII. Compliance with applicable laws

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

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

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

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

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

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

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

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

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

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

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

The designated individual to hear disputes is:

P. David Smith
Director, Remedial Bureau
625 Broadway
Albany, NY 12233-7016
(518) 402-9768

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.

Rider to
Appendix B
Standard Clauses for All
New York State Department of
Environmental Conservation
Contracts

FOR ENVIRONMENTAL RESTORATION PROJECTS

The parties to this contract hereby agree that clause II of this appendix B is hereby revised to read as follows:

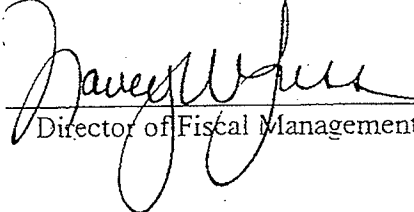
- II. The Contractor agrees that it will indemnify and save harmless the Department and the State of New York from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments, of every nature and, description brought or recovered against it by reason of any acts or omissions of the Contractor, its agents, employees, or subcontractors in the performance of this contract which are shown to have been the result of negligence, gross negligence or reckless, wanton or intentional misconduct; except that the Contractor shall not be obligated to so indemnify and save harmless with respect to those matters described in ECL 56-0509.1 during those periods in which the protection afforded under ECL 56-0509.1 is in effect.

Dated:

4/19/06

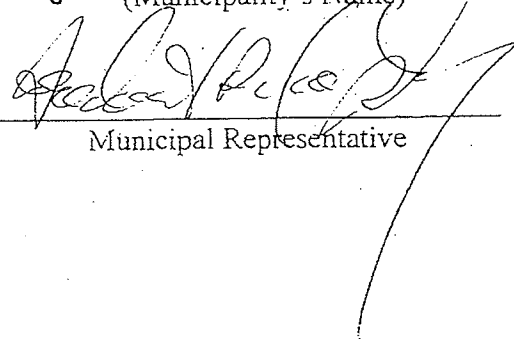
Department of Environmental Conservation

By:


Director of Fiscal Management

Syracuse Housing Authority
(Municipality's Name)

By:


Municipal Representative

Dated:

august 25, 2005

APPENDIX C

**MANDATORY CONTRACT CLAUSES FOR
THE ENVIRONMENTAL RESTORATION PROGRAM**

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

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. The McKinney Property Site (Site) is located in a mixed residential and commercial neighborhood in the City of Syracuse, Onondaga County, New York. The Site was formerly utilized as a scrap metal storage/processing facility and is located at 1226 South McBride Street on the northwest corner of the intersection of South McBride Street and Burt Street.
- B. The Site is approximately 0.5 acres in size and is currently vacant. The Site is bounded on the north by a concrete retaining wall supporting an elevated railroad right-of-way, on the south by Burt Street, on the east by South McBride Street and on the west by a commercial lot. Former on-site structures, consisting of a one-story wood and steel garage (garage building) and a one-story masonry block and steel building (main building), were partially destroyed by a fire which occurred at the Site in May 2004. These buildings were condemned in April 2009 and subsequently demolished in October 2009 under a New York State Emergency Notification and Variance for asbestos removals.
- 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, site clearing and grubbing activities; demolition and removal of former concrete floor slabs/foundations; removing, transporting and disposing off-site miscellaneous debris; excavating, temporarily storing, transporting and disposing off-site contaminated soil; and site restoration activities.
- 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, 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.
- 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 sediment and erosion control measures.
 - 3. Clearing and grubbing.
 - 4. Furnishing and installing temporary facilities and controls.
 - 5. Demolition and removal of former concrete slabs and foundations located throughout the Site.
 - 6. Removal of miscellaneous debris located throughout the Site.
 - 7. Excavation, temporary storage, transportation and off-site disposal of contaminated soil, endpoint sample collection, grading, backfill, compaction and restoration within Excavation Areas 1 and 2.

8. Site restoration, including site regarding and installation of a 12-inch permeable cover.
9. Removal of temporary facilities and controls.

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 shall be limited to the hours of 7:00 a.m. to 5:00 p.m. (local time). Contractor shall be restricted from performing any work outside normal working hours (e.g., Saturday, Sunday, Holidays) without Owner's written approval. 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 specified hours of operation. 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.

1.6 CONFINED SPACE ENTRY REQUIREMENTS

- A. The Contractor shall be responsible for making determinations regarding confined spaces as defined by the federal and state regulations governing confined space entry and safety procedures in such areas. The Contractor shall be responsible for compliance with OSHA and all applicable provisions of federal, state and local laws and regulations pertaining to confined spaces in performing the Work.
- B. Provisions for confined space entry shall be included with the Contractor's Health and Safety Plan (see Section 01651).

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 Site in order to obtain a better understanding of local and on-site conditions.
- B. The Owner 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. Access to the Site is obtained from Burt Street and South McBride Street. A temporary perimeter chain link fence restricts pedestrian and vehicular access to the Site. Access to the Site shall be limited to the hours of operation as specified herein. 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 Drawings. For the purposes of these Contract Documents, the Contract Limits shall be as depicted on the 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 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 + +

SECTION 01050
FIELD ENGINEERING

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. The Contractor shall perform an Initial Site Survey to establish existing site conditions, baseline elevations and benchmarks for the layout and completion of Work as specified, as shown on the Drawings and as described in the Contract Documents. Any errors, omissions or apparent discrepancies found in the Drawings as a result of the completion of the Initial Site Survey shall be called to the Engineer's attention for interpretation prior to proceeding with the work.
- B. Upon completion of the excavation of contaminated soil, the Contractor shall perform an Intermediate Site Survey showing all dimensions, locations, angles and elevations of the final excavation limits, as well as the elevation and location of all endpoint samples taken. Calculations documenting the amount of soil removed based upon comparing the Intermediate Site Survey and the Initial Site Survey shall be depicted on the survey. The Intermediate Site Survey shall be used for payment purposes for excavation, handling and disposal of contaminated soil.
- C. Following completion of construction activities and prior to final acceptance, the Contractor shall perform a detailed physical/topographical survey (as-built survey) of the completed work. These drawings shall constitute the Record Drawings for the project.
- D. Contractor shall:
 - 1. Provide civil, structural or other professional engineering services specified, or required to execute Contractor's construction methods.
 - 2. Develop and make all detailed surveys and measurements needed for construction including slope, stakes, batter boards, piling and pier layouts and all other working lines, elevations and cut sheets. Arrange for utility mark outs.
 - 3. Keep a transit and leveling instrument on the site at all times and a skilled instrument person employed or obtained whenever necessary for layout of the Work.

4. Provide all material required for bench marks, control points, batter boards, grade stakes, and other items.
 5. Be solely responsible for all locations, dimensions and levels. No data other than written order of the Engineer shall justify departure from the dimensions and levels required by the Drawings.
- E. The Contractor shall carefully preserve all existing benchmarks, and in the case of disturbance or destruction thereof caused by its Work, Contractor shall be charged with the expense and damage resulting therefrom, and shall be responsible to correct any mistakes that may be caused by the loss or disturbance of such benchmarks at no additional cost to the Owner.
- F. The Contractor shall establish two (2) permanent survey benchmarks of known elevation measured from a benchmark(s) approved by the Engineer. The benchmarks shall be the reference point for establishing vertical elevations.

1.2 CONTRACTOR'S FIELD ENGINEER

- A. The Contractor shall employ and retain at the location of the Work a field engineer and/or superintendent capable of performing all engineering tasks required of the Contractor. Tasks included are:
1. A projection of work to be completed the following week must be submitted to the Engineer and Owner by 4:00 p.m. on the Thursday of the preceding work week. This projection must include:
 - a. Location of all areas in which construction will be done, including Contractor and his/her Subcontractors.
 - b. Major construction equipment utilized.
 - c. Equipment and materials to be installed.
 2. Provide all surveying equipment required including transit, level, stakes and required surveying accessories.
 3. Furnish all required lines and grades for construction operations.
 4. Maintain field files, Record Drawings, a complete, accurate log of all control and survey work as it progresses and coordinate engineering services with Subcontractors. Prepare layout and coordination drawings for construction operations.

5. Check and coordinate Work for conflicts and interferences and immediately advise the Engineer of all discrepancies noted.
6. Cooperate with Engineer in field inspections as required.
7. Follow without delay all instructions of the Engineer or his assistants in the prosecution and completion of the work in conformity with this Contract. The Contractor's representative shall have full authority to supply labor and materials immediately.
8. The Contractor shall also have a competent representative available to receive telephone messages and provide a reasonable reply as soon as possible, but not later than 24 hours.

1.3 QUALIFICATIONS OF SURVEYOR AND ENGINEER

- A. All surveys required by this Contract shall be prepared, stamped and signed by a New York State licensed surveyor.
- B. The Contractor's field engineer and/or superintendent shall be a qualified engineer as demonstrated by the credentials required to be presented to the Engineer in approval as part of the Work Plan (see Section 01653).

1.4 DATUM

- A. All survey work completed by the Contractor shall be based on the horizontal and vertical datum indicated on the Drawings.

1.5 SUBMITTALS

- A. The Contractor shall submit the following:
 1. Initial Site Survey (Engineer's approval required prior to commencement of intrusive activities at the site).
 2. Intermediate Site Survey (Engineer's approval required prior to backfilling excavations).
 3. Record Drawings (Engineer's approval required prior to final acceptance of the work).
- B. Contractor shall submit to the Engineer two sets of paper prints and an electronic version for review and approval of each submittal specified in Paragraph 1.5(A). Electronic versions shall be in AutoCAD version 2008 (or alternate version approved by the Engineer).

- C. The paper print of each submittal specified in Paragraph 1.5(A) shall be signed and sealed by a New York State licensed surveyor retained by the Contractor.
- D. Final approved versions of each submittal specified in Paragraph 1.5(A) shall be submitted as follows: four (4) sets of paper prints signed and sealed by a New York State licensed surveyor and four (4) sets of compact disks. The surveys shall be saved in AutoCAD version 2008 (or alternate version approved by the Engineer) on the compact disks.
- E. The Contractor shall provide original final survey book (hard bound) upon completion of each phase of survey work. The Contractor shall include all field notes, notations, and descriptions used and compiled during the field survey. Photocopies are not acceptable.
- F. The Contractor shall provide final coordinate list of all survey points with specific coordinates and elevations.
- G. The Contractor shall provide all calculations required to support requests for payments, and verification of volumes and areas involved.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

- A. All work performed in this Section shall be performed by a surveyor licensed in the State of New York.
- B. The Initial Site Survey shall be performed prior to the performance of the Work to verify existing site conditions and to establish benchmarks for the completion of Work, as specified. The Initial Site Survey shall show the exact surveyed location and elevation of all Work in relation to the accepted benchmarks and reference points, including, but not limited to:
 - 1. Aboveground and buried utilities.
 - 2. Property boundary (including metes and bounds description) and established reference points.
 - 3. Ground surface elevations measured across the entire site at the intersection points of a 50'-0" by 50'-0" grid, as approved by the Engineer.
 - 4. Existing site features (e.g., site structures, limits of paved areas, fence, gates, etc.).

- C. The Intermediate Site Survey shall show the exact surveyed locations and elevations of all Work in relation to the accepted benchmarks and reference points, including, but not limited to:
1. Property boundary (including metes and bounds description) and established reference points.
 2. All utilities identified or uncovered during the performance of the Work.
 3. Limits of all excavations.
 4. Elevation of excavation bottom, measured at the intersection points of a 50'-0" by 50'-0" grid as approved by the Engineer, and volume in cubic feet of soil removed.
 5. Elevations and locations of all post-excavation soil samples collected.
- D. The Record Drawings shall show the exact surveyed locations and elevations of all Work, as specified in paragraph 1.5(A), in relation to the accepted benchmarks and reference points, including, but not limited to:
1. Property boundary (including metes and bounds description) and established reference points.
 2. Results of all construction activities.
 3. All deviations from the Contract Documents.
- E. Survey tolerance shall be ± 0.01 -foot vertical and ± 0.1 -foot horizontal.
- F. Contractor shall revise and resubmit the survey drawings in accordance with Engineer's comments. Engineer's checking and approval of drawings will apply to content only. Contractor shall be responsible for the accuracy and completeness of its Work.

+ + END OF SECTION + +

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
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
EEl	Edison Electric Institute
EJMA	Expansion Joint Manufacturers' Association
ELAP	Environmental Laboratory Approval Program
Fed Spec	Federal Specifications
FM	Factory Mutual
HMI	Hoist Manufacturers Institute
IEEE	Institute of Electrical and Electronic Engineers
IPCEA	Insulated Power Cable Engineers Association
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
NYCRR	New York Codes, Rules and Regulations
NYSDEC	New York State Department of Environmental Conservation
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
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 items listed below beginning with Article 1.6, refer to and are the same pay items as listed in the bid form. They constitute payment for the completion of the Work. 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 for form and content.
- 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 RELATED PROVISIONS SPECIFIED ELSEWHERE

- A. Payments to Contractor: Refer to Contract, General Conditions and Supplementary Conditions.

1.3 SCHEDULE OF VALUES

- A. The Contractor shall prepare and submit to the Owner for review and approval, a Schedule of Values. The Schedule of Values must be acceptable to the Owner 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 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.
- C. The unit/lump sum payment for each payment item shall include full compensation for the provision of all labor, materials, equipment, supplies, power, incidentals, etc. required for the completion of the Work as shown on the Contract Drawings, as specified in the Technical Specifications and unless otherwise noted.

1.4 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
 - d. Revised and updated "As-built" drawings.

- 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 actual surveyed areas and dimensions which shall be submitted to the Engineer as specified as part of As-built Drawings.
- 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.

1.5 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 Owner reserves the right to increase or decrease any such quantity or to eliminate any quantity as the Owner may deem necessary.

1.6 BID ITEMS

- A. Mobilization and Demobilization (Bid Item No. G-1)
 - 1. Measurement for Bid Item No. G-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, Work Plan and all other required technical submittals/ shop drawings.
 - b. Permits, licenses and fees, insurance, bonds, and other expenses directly related to and required by the Contract Documents.
 - c. Attendance of all meetings as required by the Contract Documents, and as directed by the Owner.
 - d. Furnishing, installing, maintaining and removing staging and storage areas, field office trailer (if deemed necessary by the Contractor), sanitary facilities, temporary fencing, security, watchmen, environmental controls, protection of traffic and construction waste management.

- e. Furnishing, installing, maintaining and removing temporary utilities, if required by the Contractor.
 - f. Furnishing all labor, materials, equipment, services, incidentals, etc., to provide all health and safety services consistent with the minimum requirements outlined in Section 01651 (Health and Safety Plan) of the Technical Specifications and as described in the Contractor's approved HASP.
 - g. Furnishing, installing and removing decontamination station.
 - h. Furnishing, installing and removing stabilized construction entrance.
 - i. Public and private utility surveys.
 - j. Sampling, analyses, handling, transportation, and disposal of personal protective equipment (PPE) and decontamination wastes not specifically including in other Bid Items.
 - k. Control, layout, progress and as-built surveys.
 - l. Project record documents.
- 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. G-1 shall be up to 60% 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 remaining 40% shall be paid upon final site restoration and demobilization, as determined by the Engineer.

B. Clearing and Grubbing (Bid Item No. G-2)

- 1. Measurement for Bid Item No. G-2 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. This Bid Item shall include, but not be limited to, the provision of all work and requirements acceptably performed as described in Section 02110 (Clearing and Grubbing) 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 physical inspection of the land cleared within the limits of work.

2. Payment for Bid Item No. G-2 shall be the lump sum amount bid for furnishing all labor, materials, equipment, services, incidentals, etc., to satisfactorily complete all clearing and grubbing work and dispose or utilize the resulting material as specified and detailed above and as directed by the Engineer. Payment shall be based on the Engineer's physical inspection of the land cleared within the limits of work.

C. Demolition and Removals (Bid Item No. G-3)

1. Measurement for Bid Item No. G-3 shall be measured as a complete unit (lump sum), for the provision of all work and requirements acceptably performed as described in Section 02120 (Demolition and 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. Demolition and removal of masonry/concrete foundations and floor slabs, asphalt, concrete, and other elements as shown, specified, or required to complete the Work.
 - b. Abandonment of existing groundwater monitoring wells as shown, specified, or required to complete the Work.
 - c. Other miscellaneous demolition and removal to complete the work.
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. G-3 shall be the lump sum amount bid for furnishing all labor, materials, equipment, services, incidentals, etc., to satisfactorily complete all demolition and removal work and off-site disposal as specified and detailed above, as determined by the Engineer.

D. Excavation of Nonhazardous Contaminated Soil– Area 1 (Bid Item No. G-4)

1. Measurement for Bid Item No. G-4 shall be per in-place cubic yard of non-hazardous contaminated soil characterized, excavated, handled, and disposed off-site from within the limits of Excavation Area 1 as shown on the Drawings and as specified in the Contract Documents. The unclassified materials shall be excavated from Excavation Area 1 and stockpiled separately from other excavation areas. This Bid Item shall include the provision of all applicable work and requirements acceptably performed as described in Section 02240 (Excavation, Removal and Handling of Contaminated Material) 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 survey. The survey shall be performed, signed and sealed by a Land Surveyor licensed to practice in New York State and shall show the calculated volume of material removed between the existing land surfaces prior to excavation and the approved limits of excavation prior to backfill. Survey of the limits of excavation shall be performed at a grid pattern no greater than 25 feet. Survey tolerance shall be +/- 0.1 feet. Contractor shall not be paid for any over excavation completed by the Contractor in error or for the Contractor's convenience. This Bid Item shall also include, but not be limited to, the following:
 - a. Provisions for protection of existing structures, utilities or other features as noted on the Contract Drawings.
 - b. Dust and odor control.
 - c. Installation and removal of sheeting, shoring and bracing, if required by the Contractor.
 - d. Provisions for protection of open excavations at the end of the work day, including site security as specified.
 - e. Dewatering of excavations, as required.
 - f. Provisions for temporary storage of contaminated materials.
 - g. Stockpiling of non-hazardous contaminated soil in accordance with specified requirements, including installation of geomembrane liners under/over stockpiles.
2. Payment for Bid Item No. G-4 shall be the bid unit price per in-place cubic yard of excavated soil and shall be full payment for furnishing

all labor, materials, equipment, services, incidentals, etc., to satisfactorily complete all excavation work as specified, as shown on the Drawings and as directed by the Engineer. Payment shall be based on the Engineer's review of Contractor's survey.

E. Excavation of Nonhazardous Contaminated Soil – Area 2 (Bid Item No. G-5)

1. Measurement for Bid Item No. G-5 shall be per in-place cubic yard of non-hazardous contaminated soil characterized, excavated, handled, and disposed off-site from within the limits of Excavation Area 2 as shown on the Drawings and as specified in the Contract Documents. The unclassified materials shall be excavated from Excavation Area 2 and stockpiled separately from other excavation areas.. This Bid Item shall include the provision of all applicable work and requirements acceptably performed as described in Section 02240 (Excavation, Removal and Handling of Contaminated Material) 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 survey. The survey shall be performed, signed and sealed by a Land Surveyor licensed to practice in New York State and shall show the calculated volume of material removed between the existing land surfaces prior to excavation and the approved limits of excavation prior to backfill. Survey of the limits of excavation shall be performed at a grid pattern no greater than 25 feet. Survey tolerance shall be +/- 0.1 feet. Contractor shall not be paid for any over excavation completed by the Contractor in error or for the Contractor's convenience. This Bid Item shall also include, but not be limited to, the following:
 - a. Provisions for protection of existing structures, utilities or other features as noted on the Contract Drawings.
 - b. Dust and odor control.
 - c. Installation and removal of sheeting, shoring and bracing, if required by the Contractor.
 - d. Provisions for protection of open excavations at the end of the work day, including site security as specified.
 - e. Dewatering of excavations, as required.
 - f. Provisions for temporary storage of contaminated materials.

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- d. Provisions for protection of open excavations at the end of the work day, including site security as specified.
 - e. Dewatering of excavations, as required.
 - f. Provisions for temporary storage of contaminated materials.
 - g. Stockpiling of non-hazardous contaminated soil in accordance with specified requirements, including installation of geomembrane liners under/over stockpiles.
2. Payment for Bid Item No. G-6 shall be the bid unit price per in-place cubic yard of excavated soil and shall be full payment for furnishing all labor, materials, equipment, services, incidentals, etc., to satisfactorily complete all excavation work as specified, as shown on the Drawings and as directed by the Engineer. Payment shall be based on the Engineer's review of Contractor's survey.

G. Dewatering (Bid Item G-7)

- 1. Measurement for Bid Item No. G-7 shall be per gallon bid and shall be full payment for the provisions of all labor, materials, equipment, supplies, power, incidentals, etc., associated with the removal, storage and proper off-site disposal of all water entering or that might enter excavations including, but not limited to, obtaining all required permits and approvals. Payment of the per gallon amount bid for Payment Item No. G-7 will be paid after satisfactory completion of the Work specified in the Contract Documents, as determined by the Engineer. Measurement shall be based on providing certified waste manifests from the intended disposal facility documenting actual gallons removed and disposed off-site.
- 2. Payment for Bid Item G-7 shall be the bid unit price per gallon of water removed and disposed off-site and shall be full payment for furnishing all labor, materials, equipment, services, incidentals, etc., to satisfactorily complete dewatering as specified, as shown on the Drawings and as directed by the Engineer.

H. Excavation Endpoint Sampling – Area 1 (Bid Item No. G-8)

- 1. Measurement for Bid Item No. G-8 shall be for each excavation endpoint soil sample collected and analyzed for Target Compound List (TCL) volatile organic compounds (VOCs) in accordance with NYSDEC ASP SW846 Method 8260B, TCL semi-volatile organic compounds (SVOCs) in accordance with NYSDEC ASP SW846 Method 8270D, PCBS in accordance with NYSDEC ASP SW846 Method 8082A and TAL metals and mercury in accordance with

NYSDEC ASP SW846 Method 6010C and 7471B, or must current version of SW846. This Bid Item shall include the provision of all applicable work and requirements acceptably performed as described in Sections 01652 (Sampling Plan) and 02240 (Excavation, Removal and Handling of Contaminated Material) 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 Contractor's survey, final data deliverables and laboratory chain of custody receipts. The survey shall be performed, signed and sealed by a Land Surveyor licensed to practice in New York State and shall show the locations of all approved excavation endpoint sample locations. Survey tolerance shall be +/- 0.1 feet in elevation. End point sample locations shall be shown on the as-built drawings depicting the limits of excavation. Contractor shall not be paid separately for any quality assurance/quality control samples and shall include the costs associated with these samples in the unit price bid for this item. This Bid Item shall also include, but not be limited to, the following:

- a. Provisions for field sample labeling, handling and shipment.
- b. Provisions for a full-time Quality Assurance (QA) Officer for the duration of the project.
- c. Preparation of Data Usability Summary Reports (DUSR) for all data.
- d. Submission of data summary tables and final analytical reports in EQUIS format.

2. Payment for Bid Item No. G-8 shall be the bid unit price per sample and shall be full payment for furnishing all labor, materials, equipment, services, incidentals, etc., to satisfactorily complete all excavation endpoint sampling work as specified, as shown on the Drawings and as directed by the Engineer. Payment shall be based on the Engineer's review of Contractor's survey, final data deliverables and laboratory chain of custody receipts.

I. Excavation Endpoint Sampling – Area 2 (Bid Item No. G-9)

1. Measurement for Bid Item No. G-9 shall be for each excavation endpoint soil sample collected and analyzed for TCL VOCs in accordance with NYSDEC ASP SW846 Method 8260B, TCL SVOCs in accordance with NYSDEC ASP SW846 Method 8270D, PCBS in accordance with NYSDEC ASP SW846 Method 8082A

and TAL metals and mercury in accordance with NYSDEC ASP SW846 Method 6010C and 7471B, or must current version of SW846. This Bid Item shall include the provision of all applicable work and requirements acceptably performed as described in Sections 01652 (Sampling Plan) and 02240 (Excavation, Removal and Handling of Contaminated Material) 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 Contractor's survey, final data deliverables and laboratory chain of custody receipts. The survey shall be performed, signed and sealed by a Land Surveyor licensed to practice in New York State and shall show the locations of all approved excavation endpoint sample locations. Survey tolerance shall be +/- 0.1 feet in elevation. End point sample locations shall be shown on the as-built drawings depicting the limits of excavation. Contractor shall not be paid separately for any quality assurance/quality control samples and shall include the costs associated with these samples in the unit price bid for this item. This Bid Item shall also include, but not be limited to, the following:

- a. Provisions for field sample labeling, handling and shipment.
 - b. Provisions for a full-time Quality Assurance (QA) Officer for the duration of the project.
 - c. Preparation of Data Usability Summary Reports (DUSR) for all data.
 - d. Submission of data summary tables and final analytical reports in EQulS format.
2. Payment for Bid Item No. G-9 shall be the bid unit price per sample and shall be full payment for furnishing all labor, materials, equipment, services, incidentals, etc., to satisfactorily complete all excavation endpoint sampling work as specified, as shown on the Drawings and as directed by the Engineer. Payment shall be based on the Engineer's review of Contractor's survey, final data deliverables and laboratory chain of custody receipts.

J. Excavation Endpoint Sampling – Area 3 (Bid Item No. G-10)

1. Measurement for Bid Item No. G-10 shall be for each excavation endpoint soil sample collected and analyzed for TCL VOCs in accordance with NYSDEC ASP SW846 Method 8260B, TCL semi-volatile organic compounds (SVOCs) in accordance with NYSDEC

ASP SW846 Method 8270D, PCBS in accordance with NYSDEC ASP SW846 Method 8082A and TAL metals and mercury in accordance with NYSDEC ASP SW846 Method 6010C and 7471B, or must current version of SW846. This Bid Item shall include the provision of all applicable work and requirements acceptably performed as described in Sections 01652 (Sampling Plan) and 02240 (Excavation, Removal and Handling of Contaminated Material) 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 Contractor's survey, final data deliverables and laboratory chain of custody receipts. The survey shall be performed, signed and sealed by a Land Surveyor licensed to practice in New York State and shall show the locations of all approved excavation endpoint sample locations. Survey tolerance shall be +/- 0.1 feet in elevation. End point sample locations shall be shown on the as-built drawings depicting the limits of excavation. Contractor shall not be paid separately for any quality assurance/quality control samples and shall include the costs associated with these samples in the unit price bid for this item. This Bid Item shall also include, but not be limited to, the following:

- a. Provisions for field sample labeling, handling and shipment.
 - b. Provisions for a full-time QA Officer for the duration of the project.
 - c. Preparation of DUSR for all data.
 - d. Submission of data summary tables and final analytical reports in EQulS format.
3. Payment for Bid Item No. G-10 shall be the bid unit price per sample and shall be full payment for furnishing all labor, materials, equipment, services, incidentals, etc., to satisfactorily complete all excavation endpoint sampling work as specified, as shown on the Drawings and as directed by the Engineer. Payment shall be based on the Engineer's review of Contractor's survey, final data deliverables and laboratory chain of custody receipts.

K. Backfill and Compaction – Area 1 (Off-Site Sources) (Bid Item No. G-11)

1. Measurement for Bid Item No. G-11 shall be per in-place cubic yard of general fill materials furnished from off-site sources that will be installed, backfilled, compacted (including moisture control) and tested within the limits of Excavation Area 1. This Bid Item shall

include the provision of all applicable work and requirements acceptably performed as described in Sections 01652 (Sampling Plan) and 02200 (Earthwork) 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 Contractor's survey. The survey shall be performed, signed and sealed by a Land Surveyor licensed to practice in New York State and shall show the calculated in-place volume of general fill placed and compacted within the approved limits of excavation and the location of all completed geotechnical tests. The location of compaction tests may be approximated based on measurements obtained with standard construction equipment (e.g., tape measure or measuring wheel). Survey of the limits of backfill and compaction shall be performed at a grid pattern no greater than 25 feet. Survey tolerance shall be +/- 0.1 feet. 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. G-11 shall be the bid unit price per in-place cubic yard of general fill 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. Payment shall be based on the Engineer's review of Contractor's survey.

L. Backfill and Compaction – Area 1 (On-Site Sources) (Bid Item No. G-11A)

1. Measurement for Bid Item No. G-11A shall be per in-place cubic yard of general fill materials excavated from excavation area 1 that are not grossly contaminated and reused as general fill within the limits of Excavation Area 1. This Bid Item shall include the provision of all applicable work and requirements acceptably performed as described in Section 02200 (Earthwork) 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 survey. The survey shall be performed, signed and sealed by a Land Surveyor licensed to practice in New York State and shall show the calculated in-place volume of general fill placed and compacted within the approved limits of excavation and the location of all completed geotechnical tests. The location of compaction tests may be approximated based on measurements obtained with standard construction equipment (e.g., tape measure or measuring wheel). Survey of the limits of backfill and compaction shall be performed at a grid pattern no greater than 25 feet. Survey tolerance shall be +/- 0.1 feet. This Bid Item shall also include, but not be limited to, the following:

- a. Preparation of subgrade material.
 - b. Dust and odor control.
 - c. Grading.
 - d. In-place density and moisture tests.
2. Payment for Bid Item No. G-11A shall be the bid unit price per in-place cubic yard of general fill 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. Payment shall be based on the Engineer's review of Contractor's survey.

M. Backfill and Compaction – Area 2 (Bid Item No. G-12)

1. Measurement for Bid Item No. G-12 shall be per in-place cubic yard of general fill materials furnished from off-site sources that will be installed, backfilled, compacted (including moisture control) and tested within the limits of Excavation Area 2. This Bid Item shall include the provision of all applicable work and requirements acceptably performed as described in Sections 01652 (Sampling Plan) and 02200 (Earthwork) 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 Contractor's survey. The survey shall be performed, signed and sealed by a Land Surveyor licensed to practice in New York State and shall show the calculated in-place volume of general fill placed and compacted within the approved limits of excavation and the

location of all completed geotechnical tests. The location of compaction tests may be approximated based on measurements obtained with standard construction equipment (e.g., tape measure or measuring wheel). Survey of the limits of backfill and compaction shall be performed at a grid pattern no greater than 25 feet. Survey tolerance shall be +/- 0.1 feet. 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. G-12 shall be the bid unit price per in-place cubic yard of general fill 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. Payment shall be based on the Engineer's review of Contractor's survey.

N. Backfill and Compaction – Area 3 (Off-Site Sources) (Bid Item No. G-13)

1. Measurement for Bid Item No. G-13 shall be per in-place cubic yard of general fill materials furnished from off-site sources that will be installed, backfilled, compacted (including moisture control) and tested within the limits of Excavation Area 3. This Bid Item shall include the provision of all applicable work and requirements acceptably performed as described in Section 02200 (Earthwork) 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 survey. The survey shall be performed, signed and sealed by a Land Surveyor licensed to practice in New York State and shall show the calculated in-place volume of general fill placed and compacted within the approved limits of excavation and the location of all completed geotechnical tests. The location of compaction tests may be approximated based on measurements obtained with standard construction equipment (e.g., tape measure or measuring wheel). Survey of the limits of backfill and compaction shall be performed at

a grid pattern no greater than 25 feet. Survey tolerance shall be +/- 0.1 feet. 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. G-13 shall be the bid unit price per in-place cubic yard of general fill from off-site sources that will be 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. Payment shall be based on the Engineer's review of Contractor's survey.

O. Backfill and Compaction – Area 3 (On-Site Sources) (Bid Item No. G-13A)

1. Measurement for Bid Item No. G-13A shall be per in-place cubic yard of general fill materials excavated from Excavation Area 3 that are not grossly contaminated and reused as general fill within the limits of Excavation Area 3. This Bid Item shall include the provision of all applicable work and requirements acceptably performed as described in Section 02200 (Earthwork) of the Technical Specifications, 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 survey. The survey shall be performed, signed and sealed by a Land Surveyor licensed to practice in New York State and shall show the calculated in-place volume of general fill placed and compacted within the approved limits of excavation and the location of all completed geotechnical tests. The location of compaction tests may be approximated based on measurements obtained with standard construction equipment (e.g., tape measure, measuring wheel). Survey of the limits of backfill and compaction shall be performed at a grid pattern no greater than 25 feet. Survey tolerance shall be +/- 0.1 feet. This Bid Item shall also include, but not be limited to, the following:

- a. Preparation of subgrade material.
 - b. Dust and odor control.
 - c. Grading.
 - d. In-place density and moisture tests.
2. Payment for Bid Item No. G-13A shall be the bid unit price per in-place cubic yard of general fill from on-site sources that will be 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. Payment shall be based on the Engineer's review of Contractor's survey.
- P. Transportation and Off-Site Disposal of Nonhazardous Contaminated Soil – Area 1 (Bid Item No. G-14)
1. Measurement for Bid Item No. G-14 shall be per in-place cubic yard of excavated nonhazardous soil properly loaded, transported and disposed off-site. This Bid Item shall include the provision of all applicable work and requirements acceptably performed as described in Sections 01652 (Sampling Plan) and 02260 (Waste Transportation and Disposal) 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 survey (see Bid Item No G-4). The Contractor shall provide original copies of truck tickets and the disposal facility weigh scale tickets. No allowance or adjustment will be made for fluff, compaction or moisture content of the soil. The Contractor shall not be paid for the transportation and disposal of any overexcavated materials generated by the Contractor in error or at the Contractor's convenience. This Bid Item shall also include, but not be limited to, the following:
- a. Waste characterization sampling and analysis.
 - b. Completion of all required manifest forms and bills of lading.
 - c. 10-mil polyethylene liners for all trucks.
 - d. All tipping and disposal fees.
2. Payment for Bid Item No. G-14 shall be the bid unit price per in-place cubic yard of excavated soil and shall be full payment for

furnishing all labor, materials, equipment, services, incidentals, etc., to satisfactorily complete all transportation and off-site disposal of nonhazardous soil as specified and detailed above. Payment shall be based on the Engineer's review of Contractor's survey. Disposal facility weigh scale tickets shall be provided to document disposal.

Q. Transportation and Off-Site Disposal of Nonhazardous Contaminated Soil
 – Area 2 (Bid Item No. G-15)

1. Measurement for Bid Item No. G-15 shall be per in-place cubic yard of excavated nonhazardous soil properly loaded, transported and disposed off-site. This Bid Item shall include the provision of all applicable work and requirements acceptably performed as described in Sections 01652 (Sampling Plan) and 02260 (Waste Transportation and Disposal) 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 survey (see Bid Item No G-5). The Contractor shall provide original copies of truck tickets and the disposal facility weigh scale tickets. No allowance or adjustment will be made for fluff, compaction or moisture content of the soil. The Contractor shall not be paid for the transportation and disposal of any overexcavated materials generated by the Contractor in error or at the Contractor's convenience. This Bid Item shall also include, but not be limited to, the following:
 - a. Waste characterization sampling and analysis.
 - b. Completion of all required manifest forms and bills of lading.
 - c. 10-mil polyethylene liners for all trucks.
 - d. All tipping and disposal fees.
2. Payment for Bid Item No. G-15 shall be the bid unit price per in-place cubic yard of excavated soil and shall be full payment for furnishing all labor, materials, equipment, services, incidentals, etc., to satisfactorily complete all transportation and off-site disposal of nonhazardous soil as specified and detailed above. Payment shall be based on the Engineer's review of Contractor's survey. Disposal facility weigh scale tickets shall be provided to document disposal.

R. Transportation and Off-Site Disposal of Nonhazardous Contaminated Soil – Area 3 (Bid Item No. G-16)

1. Measurement for Bid Item No. G-16 shall be per in-place cubic yard of excavated nonhazardous soil properly loaded, transported and disposed off-site. This Bid Item shall include the provision of all applicable work and requirements acceptably performed as described in Sections 01652 (Sampling Plan) and 02260 (Waste Transportation and Disposal) 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 survey (see Bid Item No G-6). The Contractor shall provide original copies of truck tickets and the disposal facility weigh scale tickets. No allowance or adjustment will be made for fluff, compaction or moisture content of the soil. The Contractor shall not be paid for the transportation and disposal of any overexcavated materials generated by the Contractor in error or at the Contractor's convenience. This Bid Item shall also include, but not be limited to, the following:
 - a. Waste characterization sampling and analysis.
 - b. Completion of all required manifest forms and bills of lading.
 - c. 10-mil polyethylene liners for all trucks.
 - d. All tipping and disposal fees.
2. Payment for Bid Item No. G-16 shall be the bid unit price per in-place cubic yard of excavated soil and shall be full payment for furnishing all labor, materials, equipment, services, incidentals, etc., to satisfactorily complete all transportation and off-site disposal of nonhazardous soil as specified and detailed above. Payment shall be based on the Engineer's review of Contractor's survey. Disposal facility weigh scale tickets shall be provided to document disposal.

S. Demarcation Layer (Bid Item No. G-17)

1. Measurement for Bid Item No. G-17 shall be per square yard of geotextile demarcation layer materials. This Bid Item shall include the provision of all applicable work and requirements acceptably performed as described in Section 02540 (Geotextile) 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 survey. The installed measurement shall be in place, to the nearest square yard, with no additional allowance for seams, overlaps, scrap, rejected materials, excess materials, repairs or damaged materials. The survey shall be performed, signed and sealed by a Land Surveyor licensed to practice in New York State and shall show the calculated area in square yards of demarcation layer material installed within the approved limits of excavation prior to backfill.

2. Payment for Bid Item No. G-17 shall be the bid unit price per square yard of geotextile demarcation layer material installed and shall be full payment for furnishing all labor, materials, equipment, services, incidentals, etc., to satisfactorily complete all demarcation layer installation work as specified and detailed above. Payment shall be based on the Engineer's review of Contractor's survey.

T. Permeable Cover (Bid Item No. G-18)

1. Measurement for Bid Item No. G-18 shall be per in-place cubic yard of gravel material furnished, installed, backfilled, compacted (including moisture control) and tested within the limits as shown on the Contract Drawings and as specified in the Contract Documents. This Bid Item shall include the provision of all applicable work and requirements acceptably performed as described in Section 02200 (Earthwork) of the Technical Specifications, as shown on the Contract Drawings and as detailed in the Contractor's approved Work 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 Contractor's survey. The survey shall be performed, signed and sealed by a Land Surveyor licensed to practice in New York State and shall show the calculated in-place volume of general fill placed and compacted within the approved limits of excavation and the location of all completed geotechnical tests. Survey of the limits of backfill and compaction shall be performed at a grid pattern no greater than 25 feet. Survey tolerance shall be +/- 0.1 feet. This Bid Item shall also include, but not be limited to, the following:
 - a. Collection and analysis of gravel samples for approval of source of supply.
 - b. Preliminary grading necessary to meet required subgrade elevations as shown on the Drawings, as specified herein, and as directed by the Owner prior to placement of permeable cover. The Contractor shall be responsible for the disposal of all excess excavated materials which are not approved for reuse on site at an approved facility.

- c. Installation of permeable cover materials (compacted gravel) to meet required final grade elevations as shown on the Drawings, as specified herein, and as directed by the Owner.
 - d. Dust and odor control.
 - e. In-place density and moisture tests.
 - 2. Payment for Bid Item No. G-18 shall be the bid unit price per in-place cubic yard of gravel 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. Payment shall be based on the Engineer's review of Contractor's survey.
- U. On-site Groundwater Monitoring Well Restoration (Bid Item No. G-19)
- 1. Measurement for Bid Item No. G-19 shall be for the actual number of on-site monitoring wells restored as shown on the Contract Drawings, as specified and as directed by the Owner.
 - 2. Payment for Bid Item No. G-19 shall be the unit price bid per well to be restored times the number of wells restored and shall be full payment for furnishing all labor, materials, equipment, supplies, power, services, incidentals, etc., to satisfactorily complete groundwater monitoring well restorations as shown on the Contract Drawings, as specified and as directed by the Owner. The unit price bid shall include provisions for all work required to restore on-site monitoring wells including, but not necessarily limited to, excavation work required to access the wells, installation of pipe fittings, riser pipe, well cap, access manhole frame and cover, backfill and restoration. The unit price bid shall also include provisions for each restored well to be surveyed by a Land Surveyor licensed to practice in New York State identifying the following: well location; and top of casing elevations. Survey datums shall conform to the following: 1983 North American Datum (NAD83) and 1988 North American Vertical Datum (NAVD88). Survey tolerance shall be +/- 0.1 feet.
- V. On-site Groundwater Monitoring Well Decommissioning (Bid Item No. G-20)
- 1. Measurement for Bid Item No. G-20 shall be for the actual number of on-site monitoring wells decommissioned as shown on the Contract Drawings, as specified in Section 02451, Well Abandonment and as directed by the Owner.

3. Payment for Bid Item No. G-20 shall be the unit price bid per well to be decommissioned and shall be full payment for furnishing all labor, materials, equipment, supplies, power, services, incidentals, etc., to satisfactorily complete groundwater monitoring well decommissioning as shown on the Contract Drawings, as specified in Section 02451, Well Abandonment and as directed by the Owner. The unit price bid shall include provisions for all work required to remove on-site monitoring wells including, but not necessarily limited to, work required to access the well depth, drilling, removal of casing, grouting, bentonite seal, sealing of riser, removal of manhole, overdrilling and appurtenances, disposal of well debris, decontamination water, and any other waste. No additional payment shall be made if the casing or well screen is severed during casing, pulling, or if bore hole collapse occurs. The unit price bid shall also include provisions for each decommissioned well to be surveyed by a Land Surveyor licensed to practice in New York State identifying the following: well location; and top of casing elevations. Survey datums shall conform to the following: 1983 North American Datum (NAD83) and 1988 North American Vertical Datum (NAVD88). Survey tolerance shall be +/- 0.1 feet.

W. Top Soil and Seed (Bid Item No. G-21)

1. Measurement for Bid Item No. G-21 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 02200 (Earthwork) 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 survey. The survey shall be performed, signed and sealed by a Land Surveyor licensed to practice in New York State and shall show the calculated area in square yards of in-place topsoil and seed installed. 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 12 inches, with no allowance for settlement or loss on compaction. The in-place thickness shall be confirmed after completion of the work on a 50-foot by 50-foot grid pattern and by the Contractor digging test holes, by hand, with a shovel, to the demarcation layer. The test holes shall be backfilled and hand tamped by the Contractor.

- 2. Payment for Bid Item No. G-21 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 and seed top soil work as specified and detailed above. Payment shall be based on the Engineer's review of Contractor's survey.

X. 6-Foot High Chain-Link Fence and Swing Gates (Bid Item G-22)

- 1. Measurement for Bid Item No. G-22 shall be measured as a complete unit (lump sum), for the Contractor to furnish and install 6-foot high chain-link fence, swing gates, associated materials and providing equipment and other items as necessary to complete the Work as described in the Technical Specifications and as shown on the Contract Drawings. This Bid Item shall include, but not be limited to, the following:
 - a. Permits, licenses and fees, insurance, bonds, and other expenses directly related to and required by the Contract Documents.
 - b. Removal of existing temporary fence. Installation of approximately 210 linear feet of 6-foot high chain link fence as specified and as shown on the Contract Drawings.
 - c. Installation of two (2) 24'-0" wide double swing gates as specified and as shown on the Contract Drawings.
- 2. Payment for Bid Item No. G-22 shall be the lump sum amount bid for furnishing all labor, materials, equipment, services, incidentals, etc., to satisfactorily complete all work as specified and detailed above, as determined by the Engineer.

Y. Asphalt Pavement (Bid Item G-23)

1. Measurement for Payment Item No. G-23 shall be for the actual on-site area provided with asphalt, measured in-place to the nearest square yard, as shown on the Drawings, as specified and as directed by the Owner. For bidding purposes, the Contractor shall assume that this payment item only includes the area designated on the Drawings to be provided with on-site asphalt. The area installed shall be measured and calculated based on submitted surveys of the completed work performed, signed and sealed by a Land Surveyor licensed to practice in New York State. The signed and sealed survey shall show in square yards the area of on-site asphalt installed.
2. Payment for Bid Item No. G-23 shall be the unit price bid per square yard times the measured area and shall be full payment for furnishing all labor, materials, equipment, supplies, power, services, incidentals, facilities, etc., to furnish and install on-site asphalt, including all base course and top course materials, as shown on the Drawings, as specified and as directed by the Owner.

Z. Light Pole Bases (Bid Item G-24)

1. Measurement for Bid Item No. G-24 shall be measured as a complete unit (lump sum), for the Contractor to furnish and coordinate the installation of two (2) light pole bases, including but not limited to, 80-feet of conduit for each light pole base, wiring, grounding and for providing equipment and other items as necessary to complete the Work as described in 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.
2. Payment for Bid Item No. G-24 shall be the lump sum amount bid for furnishing all labor, materials, equipment, services, incidentals, etc., to satisfactorily complete all work as specified and detailed above, as determined by the Engineer.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

+ + END OF SECTION + +

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 two weeks 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 period 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.
- 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 01342

SAMPLES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Samples shall be submitted by the Contractor where required in the Specifications or as otherwise requested by the Owner or Engineer of any material to be used in the Work for approval by the Engineer.
- B. Samples and shop drawings which are related to the same unit of Work or Specification section shall be submitted at the same time. If related shop drawings and samples are submitted at different times, they cannot be reviewed until both are furnished to the Engineer.
- C. Samples shall be furnished so as not to delay fabrication, allowing the Engineer reasonable time for the consideration of the samples submitted.
- D. Accepted samples shall establish the standards by which the completed work shall be judged.
- E. Samples shall be checked by the Contractor for conformance to the Contract Documents before being submitted to the Engineer and shall bear the Contractor's stamp of approval certifying that they have been checked.
- F. If samples are disapproved, the Contractor shall make all corrections required and shall resubmit the required number of new samples until approval is received.
- G. Samples remaining upon completion of the Work shall be disposed of by the Contractor in accordance with manufacturer's Material Safety Data Sheets (MSDSs), and in accordance with all Federal, State and local laws and regulations.

1.2 SUBMITTAL PROCEDURES

- A. The Contractor shall submit a total of four (4) samples to the Engineer, unless otherwise specified.
- B. Samples shall be submitted with a transmittal sheet providing date, project title, contract number, Contractor's name, address and telephone number, title of enclosed sample(s), material supplier, use for which intended, and name, telephone number, title and signature of Contractor's authorized

representative responsible for preparing the submittal and revising the submittal in response to comments from the Engineer and Owner.

- C. All samples shall be 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 following information:

OWNER

NAME OF PROJECT

Contract No. _____

Equipment Identification No. _____

Contract Drawings No. _____

Specification Section: _____

I hereby certify that all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto have been reviewed with the requirements of the Work and the Contract Documents. The information herein has been coordinated with other Shop Drawings and samples, as well as, all involved CONTRACTORS.

CONTRACTOR _____

Signed/Date _____

1.3 SAMPLES

- A. Samples, where required, shall be furnished to the Engineer for approval at a minimum 30 days prior to initiating associated work. Any work performed prior to the Engineer's review and approval or the pertinent submittal will be at the sole expense of and responsibility of the Contractor.

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, electrical power and lighting, and potable water, as required by the Contractor, 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, including sanitary facilities, electrical power and lighting, and potable water, 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 in accordance with the Contractor's prepared approved submittals.
- 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 by the Contractor, 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. In addition,

the Contractor shall furnish daily janitorial services. All electrical and telephone utility costs shall be paid for by the Contractor.

1.2 FIELD OFFICE TRAILER

- A. If the Contractor decides it is desirable, the Contractor shall furnish, install, operate and maintain during the period of construction, an approved weatherproof office trailer as described herein, within the contract limits for use by Owner, Engineer and Contractor. Use and occupancy shall be made available during construction and shall be so continued for a period not to exceed two months after the construction work has been accepted by the Owner. The office trailer shall be erected at a location approved by the Owner. The trailer shall be structurally sound and weathertight, with floors raised above ground and open to allow free circulation of air.
- B. The trailer shall be provided with the following:
 - 1. Lighting: electric, non-glare type producing a minimum illumination level of 50 foot-candles measured at desk height and exterior lights at entrances.
 - 2. Heating and cooling: capable of maintaining ambient temperatures within the structure of 70 degrees Fahrenheit (plus or minus three degrees).
 - 3. Potable bottled water.
 - 4. Fire extinguisher: non-toxic dry chemical type, UL-approved for Class A, B and C fires (minimum rating of 2A, 10B, 10C).
- C. The office trailer shall be placed on concrete blocks and leveled, with adequate wooden steps and handrails provided at each exterior door. The trailer and associated equipment shall be new or recently renovated to a like-new condition subject to the Owner's approval. The office trailer shall be provided with proper safety features in accordance with applicable NFPA standards and shall meet the requirements of applicable building codes.
- D. The office trailer shall be supplied with the following equipment:
 - 1. One (1) office desk with lockable drawers, one (1) swivel chair and one (1) table (60 inches by 30 inches laminated top).
 - 2. One (1) waste basket.
 - 3. First Aid supplies.
 - 4. Drinking water and disposable cups.

5. Paper towels and tissues.
- E. A sign shall be furnished on the outside of the field office. The sign shall be 3 feet x 4 feet x 3/4 inch thick marine plywood with white background and black letters. The sign shall read:
- FIELD OFFICE
SYRACUSE HOUSING AUTHORITY
TELEPHONE (include number when available)
- F. The Contractor shall maintain service contracts and pay all costs for service, repair and parts for the duration of the project, for the furnished items listed below, if the Contractor elects to furnish said items. The items listed below shall become the property of the Contractor upon completion of the project.
1. Duplicating machine
 2. Facsimile machine
- G. The Contractor shall supply and replenish as necessary, all expendables for the duration of the project for the following furnished items:
1. Duplicating machine toner, paper, etc. (If Contractor elects to furnish said items).
 2. Facsimile machine paper, toner cartridges, etc. (If Contractor elects to furnish said items).
 3. First aid supplies
 4. Drinking water and disposable cups
 5. Paper towels and tissues.
- H. Upon final acceptance of construction by the Owner, the Contractor shall remove and assume possession of all of the items furnished by the Contractor (except as otherwise noted), less expendables, for the office trailer. The Contractor shall not make claim for any loss or damage to these items resulting from theft, vandalism, or normal wear and tear associated with the use of the items or due to the environment associated with a construction site.
- I. If the Contractor elects to install a trailer at the site, the Contractor shall pay all costs and fees associated with supplying electric, telephone and internet services to the office trailer and shall pay all utility bills for the

duration of the project, including power necessary for heat and air conditioning.

- J. The Contractor shall provide janitorial services for the office trailer. These cleaning services shall, at a minimum, consist of sweeping the floors and emptying the wastepaper baskets on a daily basis, and mopping the floors on a weekly basis. The janitorial services shall be provided during the normal hours of operation for construction.
- K. Two months after the acceptance of construction by the Owner, the office trailer together with equipment and facilities furnished by the Contractor shall revert to the Contractor who shall remove them and leave the site in a satisfactory condition, as approved by the Owner. The Contractor shall remove and properly dispose of the temporary parking area, stairs, platforms, plywood skirt, supports, telephone poles, electrical facilities and poles, garbage cans, dumpsters, etc. and remove the office trailer from the project site. The area will be restored to the satisfaction of the Owner and the Engineer.

1.3 TEMPORARY UTILITIES

A. Temporary Electrical Facilities:

- 1. Electrical power is not available for use by the Contractor at the site. If the Contractor elects to install a trailer at the site, the Contractor shall furnish and install a new electrical service for the facility, including electric service provider coordination, as required. The Contractor shall provide electrical connections to the power source as necessary to accommodate construction operations including, but not limited to, the use of power tools and lighting. The Contractor shall determine the electrical loads prior to submitting his/her bid; contact electric service provider regarding the requirements and origination point of the service; and determine local requirements.
- 2. 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 electric service provider requirements on the basis of utility bills.
- 3. 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.

B. Temporary Water:

1. 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. Temporary Sanitary Facilities:

1. The Contractor shall provide a suitable number of self-contained toilet (Port-O-John) 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.

1.4 TEMPORARY HEATING AND VENTILATION

- A. If the Contractor elects to install a trailer at the site, the Contractor shall provide temporary heat and ventilation as required for work carried on during cold weather and to prevent damage to the work of the Contractor. Temporary heat shall be provided to maintain a minimum of 55°F on a 24 hour a day, 7 day per week basis within all structures throughout the Contract Time. The Contractor shall provide all temporary heating and ventilation at no additional cost to the Owner. Additional heat shall be furnished when and as directed by the Engineer.

1.5 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.

1.6 SECURITY

- A. It is anticipated that a roving watchman will not be necessary on this Contract. However, should the Contractor elect to leave any trench or excavation greater than 2 feet in depth open after normal working hours, then the Owner will require that a watchman be stationed at the site for all of the nonworking hours until backfilling is completed in accordance with the items below.
1. The Contractor is solely responsible for the security of the Owner's, Engineer's and Contractor's work areas, equipment, materials, and supplies provided under this contract. Furthermore, Contractor is responsible for ensuring site visitors related to this contract are escorted as necessary (to get where they are going) and do not enter contaminated areas without authorization. The Contractor may provide a uniformed watchman or other security measures at the expense of the Contractor. Security shall be maintained full time while Contractor personnel are on-site.
 2. The Contractor shall be responsible for site security within the project site, 24 hours/day, 7 days/week, for the duration of the Contract. The repair or replacement due to loss, theft, damage or vandalism to the Contractor's work, equipment, or materials at the site shall be at the Contractor's expenses. The security requirements specified in these contract documents are only minimum requirements. The Contractor has the option to provide additional security as desired, at his own expense.
 3. Contractor shall make no claim against the Owner for damage resulting from trespass.
 4. Contractor shall make good all damage to property of Owner and others arising from failure to provide adequate security.
 5. The Owner will have the right of approval and rejection of the Contractor's security personnel.
 6. The Contractor shall be responsible for the control of all persons and vehicles entering and leaving the project site. Security personnel shall:
 - a. Require display of proper identification by each person and bar from the project site personnel not properly identified.

- b. Require personnel to print full name and employer and sign in on entering the project site and to sign out when leaving and maintain the logs.
 - c. Maintain a log of project-related vehicles and equipment entering and leaving the work areas.
 - d. Persons not associated with the project will require the Engineer's acceptance to be admitted on site.
 - e. Maintain a log of visitors, separate from the project personnel log.
 - f. Be unarmed.
7. A log of all security incidents shall be maintained and furnished to the Engineer upon request.
 8. The Contractor shall ensure that all warning signs are in place and temporary fences around work areas are closed and any breaks or gaps are attended immediately. The Engineer shall be informed immediately of any incident of vandalism in the work areas.
 9. If existing fencing or barricades are breached or removed for purposes of construction, Contractor shall provide and maintain temporary security fencing equal to the existing in a manner satisfactory to the Engineer and Owner.
 10. The Contractor shall contact law enforcement officials, emergency medical care units, local fire departments and utility emergency teams to ascertain the type of response required in any emergency situation and to coordinate the responses of the various units. A standard operating procedure describing security force response to foreseeable contingencies shall be developed. The Contractor shall also prepare and update a list of emergency points of contact, telephone numbers, radio frequencies, and call signs to ensure dependable responses.
 11. The Contractor shall maintain a current list of authorized persons and shall submit copies of the updated list to the Engineer. As required by the Engineer, all Contractors' employees shall be issued identification badges which shall be displayed at all times.
 12. Security personnel shall record their presence while patrolling the site using a watchman's clock. The tapes or punch cards shall be delivered to the Engineer once a week.

13. Contractor shall maintain the security program throughout construction until the date of substantial completion and occupancy precludes the need for the Contractor's security program.

1.7 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 and the Engineer.
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 and the Engineer.
3. The Contractor shall protect trees, shrubbery and other natural features or structures from being cut, trimmed or injured during completion of the Work, except as required to complete the Work, 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 and the Engineer.

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 at the site.

C. Protection of Existing Structures:

1. Underground structures

- a. Underground structures 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.
- b. All underground utilities known to the Engineer are shown on the Drawings. This information is shown to assist the Contractor in accordance with the best information available, but is not guaranteed to be correct or complete.
- c. Contractor shall explore ahead of his/her trenching and excavation Work and shall uncover all obstructing underground structures sufficiently to determine their location, to prevent damage to them and to prevent interruption of the services which such utilities provide. If the Contractor damages an underground utility, he/she shall restore it to its original condition at his/her expense.
- d. Necessary changes in the location of the Work shall be submitted to the Engineer for approval to avoid unanticipated underground utilities.
- e. All utilities shall be protected at all times and the Contractor shall repair any damages caused by him/her at no additional cost to the Owner.

2. 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 installation of the Work shall be replaced and restored to their original condition at Contractor's expense.

D. Protection of Products:

1. Control traffic to prevent damage to equipment, materials and surfaces.
2. Provide covering to protect equipment and materials from damage.

E. 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.

1.8 STAGING AREAS, PARKING, STORAGE AND WORK AREAS

A. Contractor's Staging Areas:

1. The Contractor's staging areas shall be as submitted and approved by the Engineer.
2. The Contractor shall be responsible for repairs to existing fencing, grading, placing and maintaining crushed stone surfacing throughout staging areas or any other work area as required.
3. After the completion of the construction work, as determined by the Owner and the Engineer, the staging area shall be leveled, drained, graded and restored by the Contractor, as directed by the Owner and the Engineer.
4. The Contractor shall provide a drainage system, approved by the Engineer, such that no ponding of water shall occur in the staging area and adjacent areas.

B. Parking, Storage and Work Areas:

1. The Contractor shall maintain suitable parking and storage areas for his/her use acceptable to the Owner and the Engineer on and/or off the project site.
2. Contractor shall utilize the area designated by the Owner as his/her specified work areas.
3. At the completion of the Work, the surfaces of the land used for storage areas shall be restored by the Contractor to the satisfaction of the Owner and the Engineer.

1.9 ACCESS TO PROJECT SITE

- A. Access route shall be as designated by the Owner and the Engineer and as shown on the Drawings. Access to the site shall be limited to the hours of operation as specified herein. The Contractor shall arrange and limit all vehicle movements, material deliveries, etc., to the prescribed hours of operation. Exception to this provision shall only be made with the express written permission of the Owner.

1.10 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 this Contract, the Contract Limits shall be as depicted on the Drawings.
- B. For the purpose of providing and connecting to utilities and related services, as well as to complete the required work, 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, City of Syracuse, Onondaga County 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 and Engineer personnel, and others as deemed necessary and authorized by the Owner.

1.11 TRAFFIC CONTROL

- A. The Contractor shall comply with all local, county and state rules and regulations regarding closing or restricting the use of public streets or highways and shall obtain all necessary permits.
- B. The Work shall be conducted as to assure the least possible obstruction to traffic and normal commercial pursuits. All obstructions within public roadways shall be kept to a minimum and protected by installing approved signs, barricades and lights where necessary for the safety of the public. The convenience of the general public and residents, and the protection of

persons and property shall be provided for in an adequate and satisfactory manner.

- C. When flagmen and guards are required by regulation or when deemed necessary for safety, they shall be furnished with approved orange wearing apparel and other regulation traffic control devices required by the appropriate government agencies.
- D. The Contractor shall control vehicular and pedestrian traffic as necessary to ensure safe and efficient operations.

1.12 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. Contractor shall comply with any applicable noise ordinances.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

+ + END OF SECTION + +

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.
- 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 seeded or paved 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, nearby residential areas or existing occupants of the site.

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 PEST AND RODENT CONTROL

- A. Contractor shall provide rodent and pest control as necessary to prevent infestation of construction or staging areas.
 - 1. Employ methods and use materials which will not adversely affect conditions at the site or on adjoining properties.

1.5 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.

1.6 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.

1.7 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.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

+ + END OF SECTION + +

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 site-specific 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) licensed to practice in the State of New York. 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 the health and safety of all personnel and off-site community impacted by the Work. 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 surface and subsurface 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 shall 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, Owner Representatives and Regulatory Agencies (i.e., United States Environmental Protection Agency), working or having official business at the Project Site.
- B. Authorized Visitor: Authorized visitors, including representatives of the USEPA, 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 surface and subsurface soil, 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 surface and subsurface soil 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. MSDS for any chemical handled at the Site.

- 16. Record Keeping.
- 17. Community Protection Plan.
- B. A copy of the Contractor's HASP shall be kept on-site within the Contractor's field trailer throughout the performance of the Work.
- 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 Health and Safety Coordinator, SO, Health and Safety Technician and a Medical Consultant.
- B. Health and Safety Coordinator: The HSC must have a minimum of five 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 Safety Officer.
 - 4. Availability to assist the Safety Officer in follow-up training and if changes in Project Site conditions occur.
- C. Safety Officer: The designated SO must have, at a minimum, five 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 health and safety plan.
 2. Pre-construction indoctrination and periodic training of all on-site personnel with regard to this safety plan and other safety requirements to be observed during construction, including:
 - a. Potential hazards.
 - b. Personal hygiene principles.
 - c. PPE.
 - d. Respiratory protection equipment usage and fit testing.
 - e. Emergency procedures dealing with fire and medical situations.
 - f. Conduct daily update meetings in regard to health and safety.
 3. 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 Technician: The Health and Safety Technician (HST) must have one year of hazardous waste site or related experience and be knowledgeable of applicable occupational health and safety regulations. The HST must be certified in CPR and first aid. The HST 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 Medical Consultant (MC) who is a physician, certified in occupational medicine. The physician shall have experience in the occupational health area and

shall be familiar with potential site hazards of remedial action projects. The MC 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 Controls.
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 decontaminated or disposed of at the end of the work day. The SO shall be responsible for ensuring decontamination of PPE before reuse.
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.
18. Contractor shall maintain within the Contractor's field trailer copies of Material Safety Data Sheets (MSDSs) for all chemicals handled on-site.

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 (for employees participating in Affected Work);
 - c. One pair splash goggles (for employees participating in Affected Work);
 - d. Chemical-resistant outer and inner gloves (for employees participating in Affected Work);
 - e. Rubber overshoes (to be washed daily) (for employees participating in Affected Work);
 - f. Hard hat;
 - g. One full-face mask with appropriate canisters (for employees participating in Affected Work). 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 authorized visitors included. 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 (steel-toed and steel shank) 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.

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. The decontamination station shall be located in the Project Site with the approval of the Engineer.

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

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 personnel protective equipment is used, to document that the level of worker protection is adequate, and to assess the migration of contaminants to off-site receptors as a result of Project Site Work.
2. The Contractor shall supply all personnel, equipment, facilities and supplies to develop and implement the air monitoring program. Equipment to be maintained on-site at all times during Affected Work shall include at a minimum: two (2) photoionization detectors and two (2) 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, total organic vapor analyzer as manufactured by RAE Systems, Inc., or approved equal. The Contractor shall provide one Photovac MICROTIP for each and every hazardous work zone operation. At a minimum, at all times during construction, two (2) 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, two (2) 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 MIE PDR - 1000, or 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. 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 (C) 2 and 3.10.(C) 3 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 100 ug/m^3 greater than the upwind particulate level, then dust suppression techniques must be employed. Work may continue with the addition of dust suppression provided that downwind particulate dust levels do not exceed 150 ug/m^3 and no dust is observed leaving the work area. If downwind dust particulate levels exceed 150 ug/m^3 greater than the upwind particulate levels, then the Contractor must stop work temporarily to reevaluate the current activities and implement additional measures to reduce elevated dust particulate levels. Work can resume after the implementation of additional dust suppression controls are successful in reducing the downwind dust particulate levels below 150 ug/m^3 of the upwind levels. 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 (C) 7 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. The Contractor shall provide telephone communication at the Project Site field office. 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 shall be prominently posted near the telephone.

2. The Contractor shall establish a signaling system for emergency purposes.
- B. Emergency Shower and Emergency Eye Wash
1. The Contractor shall supply and maintain one portable eyewash/body wash facility. 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	315-476-4766
Chemical Emergency Advice	315-234-2200
Syracuse City Hall	315-448-8216
Onadoga County Department of Health	315-435-3252
NYSDEC Region 7 Office	315-426-7400
New York State Department of Health	315-477-8592

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. Contractor shall be responsible for supplying blankets within the Contractor's field trailer.

B. Cold Stress

1. The HASP shall include procedures for preventing, monitoring, evaluating signs of and responding to cold stress. Contractor shall be responsible for supplying blankets within the Contractor's field trailer throughout the performance of the Work.

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.

B. 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 concurrence. 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.

C. 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 soil characterization samples, excavation endpoint samples, waste characterization samples, general backfill samples, topsoil samples and decontamination pad soil 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 soil characterization samples, collection and analysis of endpoint soil samples, collection and analysis of all waste generated and requiring characterization during the Work and collection and analysis of all backfill and topsoil 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 and Supplementary 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, 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 Chain of Custody (COC) procedures to be followed during sample collection.
9. Description of all equipment decontamination procedures.
10. 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.
11. 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.
12. 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 EXCAVATION ENDPOINT SOIL SAMPLING PROGRAM

A. Excavation Areas 1 and 2

1. Samples shall be collected with a disposable polyethylene scoop and analyzed for Target Compound List (TCL) volatile organic compounds (VOCs) in accordance with NYSDEC ASP SW846 Method 8260B, TCL semi-volatile organic compounds (SVOCs) in accordance with NYSDEC ASP SW846 Method 8270D, PCBs in accordance with NYSDEC ASP SW846 Method 8082A and TAL metals and mercury in accordance with NYSDEC ASP SW846 Method 6010C and 7471B, or must current version of SW846.
2. NYSDEC ASP Category B or equivalent reporting and deliverables shall be required. Appropriate site-specific and laboratory QA/QC sampling, including but not limited to, matrix spike and matrix spike duplicates, in accordance with NYSDEC ASP requirements, shall be included as part of the sampling program.
3. The frequency, location and type of samples to be collected shall be as follows:
 - a. Samples must be collected from the bottom of each excavation area at a frequency of one sample for every 900 square feet of bottom area, with a minimum of one bottom sample for each excavation area. Samples must be collected from the sidewalls of each excavation area at a frequency of one sample for every 30 linear feet of sidewall, with a minimum of four sidewall samples for each excavation area.
4. Samples shall be collected with a dedicated disposable polyethylene scoop and placed into laboratory supplied containers.

1.5 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, and the requirements of the disposal facility.
- B. Samples shall be collected with a disposable polyethylene scoop and placed into laboratory supplied containers.

1.6 WASTE CHARACTERIZATION SAMPLING

- A. Waste characterization samples for wastes generated as a result of the work (i.e., PPE, decontamination water, etc.) shall be collected in accordance with all applicable federal, state and local laws and regulations and the requirements of the disposal facility.

1.7 BACKFILL MATERIALS

- A. The following material may be imported, without chemical testing, to be used as backfill, provided that it contains less than 10% by weight material which would pass through a size 80 sieve; AND consists of:

1. Gravel, rock or stone, consisting of virgin material from a permitted mine or quarry; OR
2. Recycled concrete or brick from a DEC registered construction and demolition debris processing facility if the material conforms to the requirements of Section 304 of the New York State Department of Transportation *Standard Specifications Construction and Materials Volume I* (2002).

Gradation testing results provided pursuant to this paragraph shall be provided at a frequency of two tests per 500 cubic yards of material to be imported from each source, with a minimum of one test per source.

- B. Backfill materials which do not conform to 01652.1.7.A must be sampled as follows: Samples shall be collected and analyzed for TCL VOCs in accordance with SW846 Method 8260B, TCL SVOCs in accordance with ASP SW846 Method 8270D, TCL pesticides in accordance with SW846 Method 8081B, PCBs (9 Aroclors) in accordance with SW846 Method 8082A, 2,4,5-TP Acid (Silvex) in accordance with SW846 Method 8151A, and TAL metals (including mercury) and total cyanide in accordance with NYSDEC ASP SW846 Method 601 OC, 7471B and 9012B, or most current version of SW846. Alternate analytical methods must be approved by Engineer. Samples must be collected at the frequency shown in the table below for each material for each source from which fill is imported (i.e., If two different soil materials are imported from the same source [e.g., a sandy material and a topsoil material], sampling must be conducted for each material separately.)

Containment	VOCs	SVOCs, Inorganics & PCBs/Pesticides	
Soil Quantity (cubic yards)	Grab Samples	Composite	Discrete Samples/Composite
0-50	1	1	3-5 discrete samples from different locations in the fill being provided will compromise sample for analysis.
50-100	2	1	
100-200	3	1	
200-300	4	1	
300-400	4	2	
400-500	5	2	
500-800	6	2	
800-1000	7	2	
>1000	Add an additional 2 VOC and 1 composite for each additional 1000 cubic yards		

1.8 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 using waterproof ink 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.

1.9 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.

1.10 NOTIFICATION OF CHANGES

- A. After approval of the SAP, the Engineer must be notified by the Contractor, in writing, a minimum of 14 calendar days prior to making any proposed changes or within 24 hours of making any unavoidable changes to the Plan. All changes shall require the approval of the Engineer.

1.11 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 the work described herein. All analyses must be performed by a laboratory currently certified by the New York State Department of Health Environmental Laboratory Approval Program (ELAP).

- 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.

1.12 QA OFFICER REQUIREMENTS

- A. The Contractor's project Quality Assurance (QA) Officer must have a minimum of a bachelor's degree in chemistry or natural sciences with a minimum of 20 credit-hours in chemistry.
- 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.

1.13 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 DER-10 Technical Guidance for Site Investigation and Remediation.

1.14 DELIVERABLES

- A. 48-hour laboratory turnaround shall be provided for all endpoint and waste characterization sample analyses.
- B. All sampling and monitoring results shall be submitted to the Engineer 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 must be submitted.

- C. Final analytical reports shall be NYSDEC ASP Category B deliverables or equivalent and shall be transmitted in electronic data deliverable (EDD) EQUIS™ format. Final analytical reports shall be provided to the Engineer within 28 days from receipt of the sample by the laboratory, unless directed otherwise by the Owner and/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 in accordance with the requirements of this section and as directed by the Engineer and Owner. In preparing and submitting the Work Plan, the Contractor shall also 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 for plastic sheeting, general fill, etc. 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: notifications; mobilization to the site; clearing and grubbing; temporary facilities and controls; construction and preparation of construction entrance, staging and storage areas; removal of miscellaneous debris throughout the Site, demolition and removal of concrete slabs/foundations of former buildings/structures; excavation, off-site transportation and disposal of contaminated soil; site regrading; placement of permeable cover; 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 month. The Monthly 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 clearing and grubbing, including protection of structures, utilities and facilities to remain in place.
7. Manpower, procedures and equipment to be used for installation of temporary facilities and controls.
8. Manpower, procedures and equipment to be used for sedimentation and erosion control, 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 of contaminated soil, including excavating, storing, and transporting the material.
10. 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.
11. 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 and topsoil delivered to the site.

12. Manpower, procedures and equipment to be used for backfill and compaction, including transporting, filling, grading and compacting.
13. Manpower, procedures and equipment to be used for site restoration.
14. The proposed source of backfill materials and any other materials to be delivered to the site by the Contractor.
15. 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, including the Part 364

Waste Transporter Permit, 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, including a Part 360 Permit, if applicable.
 - 7) The Contractor shall identify the unit(s) of measure utilized at the facility to manage the waste and for costing purposes.
 - 8) The Contractor shall provide the date of the proposed facility's last compliance inspection by all federal, state and local government agencies.
 - 9) List of all active (unresolved) compliance orders (or agreements), enforcement notices, or notices of violation issued to the proposed facility.
16. Description of security operations.
17. Description of procedures to be used to delineate and control access and egress from the site.

18. A sample of the decontamination certificates to be provided by the Contractor in accordance with the requirements of the Specifications.
19. A description of the procedures and equipment to be used to identify and protect aboveground and underground utilities and structures.

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 14 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 01654
CONTINGENCY PLAN

PART 1 – GENERAL

1.1 DESCRIPTION

- A. The Contractor shall prepare and submit a site specific Contingency Plan in accordance with the requirements of the Specifications and as directed by the Owner.
- B. In preparing and submitting the Contingency Plan, the Contractor shall comply with the requirements of the General and Supplementary Conditions.
- C. The Contingency Plan shall be prepared by the Contractor to describe the procedures to be implemented in complete detail in the event of fire, spill, major vapor release or other emergencies.

1.2 PLAN CONTENT

- A. The Contingency Plan shall be a bound document with a table of contents including, but not necessarily limited to, a description of the following:
 - 1. The availability, location and amount of spill control equipment and absorbent materials.
 - 2. Contingency plan for spills.
 - 3. Names and telephone numbers of local, state and federal officials to be contacted in the event of an emergency.
 - 4. Names and telephone numbers of Subcontractors to be used for managing spills.
 - 5. Evacuation procedures for local residences and businesses in case of fire or major vapor release. The procedures shall include, at a minimum, emergency notification procedures and an evacuation receiving area.
 - 6. Fire prevention and fire fighting measures that shall include, as a minimum, procedures and equipment to be employed for responses to fires that may occur in equipment or elsewhere on the site.

7. Services available from the local fire department.
 8. Training program for personnel in spill and fire prevention and control.
- B. Drawings to scale showing evacuation routes and receiving area.

PART 2 – PRODUCTS (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 + +

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 approved Work Plan, and Section 02240, Excavation, Removal and Handling of Contaminated Material.
- 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 + +

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 Drawings. There shall be no direct payment for waste generated by decontamination.
- 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 01652, Sampling Plan, Section 02260, Waste Transportation and Disposal and Section 01653, Work Plan. No decontamination waste liquids and solids shall be discharged and disposed of on-site, except for solids which are not grossly contaminated, which can be placed on-site below the demarcation layer as approved by the Owner.

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. Upon removal of the decontamination pad, should the soil below the pad indicate gross contamination as determined by the Owner, Engineer or regulatory agencies, caused by the operation of the decontamination station, the Contractor shall excavate and dispose of all grossly

contaminated soil and sample the area, as directed by the Engineering, at no additional cost to the Owner.

- B. Contractor shall minimize use of wash waters used for decontamination purposes.
- C. 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.
- D. 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.
- E. The station shall at a minimum include shovels, brushes, power washers, a steam generator, detergent solutions and provisions to collect decontamination wastewaters.
- F. 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 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; and
 - 3. 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 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. Contractor shall maintain in clean, dry, legible condition complete sets of the following: Contract 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. Documents shall be properly stored and available for easy access. File in accordance with filing format of Construction Specification Institute (CSI) unless otherwise approved by Engineer.
 - 1. Make documents available at all times for inspection by Engineer and Owner representative.
 - 2. Record documents shall not be used for any other purpose and shall not be removed without Engineer's approval.

1.3 RECORDING UPDATED INFORMATION

- A. General:
 - 1. Label each document "PROJECT RECORD" in 2-inch high printed letters.
 - 2. Keep record documents current, and updated at least monthly.
 - 3. Do not permanently conceal any Work until required information has been recorded.
- B. Contract Drawings: Legibly mark to record actual construction including:
 - 1. Depths of various elements of foundation 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 Contract 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 final excavation plans and site restoration plans showing all deviations from the Contract Documents. Two sets of paper prints shall be submitted to Engineer for review and approval. An electronic copy of the plans shall be submitted on compact disk to the Engineer in AutoCAD version 2008 (or alternate versions as approved by the Engineer).
2. Contractor shall revise the required plans in accordance with Engineer's comments and resubmit two additional sets of paper prints of the revised plans for Engineer's review and approval if requested by Engineer. An electronic copy of the plans shall be submitted on compact disk to the Engineer in AutoCAD version 2008 (or alternate versions as approved by the Engineer).
3. All plans showing final elevations and the locations and dimensions of Work shall be sealed and signed by a New York State-licensed surveyor and a New York State-licensed Professional Engineer employed by the Contractor in AutoCAD version 2008 (or alternate versions as approved by the Engineer).
4. Engineer's checking and approval of plans will apply to content only. Contractor shall be responsible for the accuracy and completeness of its Work.

5. Engineer will not approve Contractor's request for final payment until the required plans are received and approved.
6. 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.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

+ + END OF SECTION + +

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 he/she or any of his/her Subcontractors 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 occupied and final 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 + +

DIVISION 2 – SITE WORK

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 area within the Contract Limits, 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 of all trees, brush, stumps, roots, debris and miscellaneous items not covered under other Specification sections within the construction area or as directed by the Owner and Engineer.
- C. 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.
- D. All work performed by the Contractor shall be in substantial compliance with all requirements set forth in the Contract Documents, including but not necessarily limited to, Section 01651 - Health and Safety Plan (including CAMP requirements) and Section 02112 – Soil Erosion and Sediment Control. The Owner reserves the right to withhold payment for any work performed by the Contractor that is determined to not be in substantial compliance with these requirements.

PART 2 – PRODUCTS – NOT USED

PART 3 - EXECUTION

- A. No burning will be permitted on or off the site of the Work.
- B. The Contractor shall clear the designated areas as necessary to perform the Work, of trees, brush and vegetation, including ground cover, stumps and roots.
- C. 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.

- D. 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.
- E. The Contractor shall remove all stumps (trees, bushes, shrubs) and roots from the area designated to be cleared and grubbed, and shall dispose of the stumps by reducing them to wood chips.
- F. The Contractor shall clear all designated areas of vegetation, including brush and ground cover, by thoroughly and completely tracking the areas with a bulldozer to grind up the vegetation and incorporate it into the loosened soil.
- G. The Contractor shall clear the designated areas of vegetation as specified above before proceeding with any other aspects of the Work.
- H. The Contractor shall phase the clearing and grubbing operations to make use of the existing vegetation for erosion control purposes.
- I. 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 by tracking with a bulldozer as specified, 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 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. Proper treatment of surface water runoff resulting from construction operations shall, at a minimum, require the use of a sedimentation/filtration system as necessary to remove suspended matter and other possible contaminants such as spilled fuel, lubricants, etc.
- B. 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 construction 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.
- C. Settling basins, plastic filter fabrics, hay bales 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.

- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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 and the Owner 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.
- I. Contractor shall obtain all required permits.
- J. 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.
- K. 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.
- L. Conduit outlets and catch basin inlets must be protected prior to start of construction.

- M. 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.
- N. 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 and the Owner.
- O. 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.
- P. The Contractor shall restrict his/her operations to the areas of construction as shown on the 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.

+ + END OF SECTION + +

SECTION 02120

DEMOLITION AND REMOVALS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope:

1. General:

- a. Contractor shall furnish all labor, materials, equipment and incidentals required for demolition, removals and disposal work shown, specified and required to complete the project.
- b. The work under this section shall include, but not be limited to, demolition and removals of existing structures, materials, equipment, and work necessary to perform the Work as specified and as shown on the Contract Drawings. The Work includes, but may not be limited to, masonry/concrete foundations and floor slabs, asphalt, concrete, and other elements as shown, specified, or required to complete the Work.
- c. Demolitions and removals specified or required under other Sections shall conform to the requirements of this Section.
- d. Utilities shall be disconnected at the point of entry onto the property, or at the main connection, in accordance with the requirements of the authorities or utility companies having jurisdiction and shall be removed from the site.
- e. Contractor shall be responsible for any damage to public sidewalks and/or roadways abutting or adjacent to the demolition properties resulting from the execution of the demolition work. The Contractor shall be responsible for the repair/replacement in kind of existing sidewalks and pavement in accordance with authorities having jurisdiction and as directed by the Owner and the Engineer. The cost of repair or replacement shall be considered incidental to the work and the Contractor shall obtain all permits and pay any fees.
- f. All work performed by the Contractor shall be in substantial compliance with all requirements set forth in the Contract Documents, including but not necessarily limited to, Section 01651 - Health and Safety Plan (including CAMP

requirements) and Section 02112 – Soil Erosion and Sediment Control. The Owner reserves the right to withhold payment for any work performed by the Contractor that is determined to not be in substantial compliance with these requirements.

1.2 REFERENCES

- A. American National Standards Institute (ANSI) - ANSI A10.6 “Safety Requirements for Demolition for Construction and Demolition Operations.”
- B. United States Environmental Protection Agency (USEPA): National Emission Standards for Hazardous Air Pollutants; Asbestos NESHAP Revision; Final Rule (40 CFR Part 61).
- C. Occupational Safety and Health Administration (OSHA): Asbestos Regulations (29 CFR Part 1926.1101).
- D. New York State Department of Labor (NYSDOL): Industrial Code No. 56.
- E. Occupational Safety and Health Administration (OSHA) – Lead Exposure in Construction, Interim Final Rule (29 CFR Part 1926.62).
- F. New York State Department of Environmental Conservation: 6 NYCRR:
 - 1. Part 360, Solid Waste Management Facilities;
 - 2. Part 364, Waste Transporter Permits;
 - 3. Part 370, Hazardous Waste Management Systems – General;
 - 4. Part 371, Identification and Listing of Hazardous Wastes;
 - 5. Part 372, Hazardous Waste Manifest System and Related Standards for Generators, Transporters and Facilities; and
 - 6. Part 373, Hazardous Waste Management Facilities.

1.3 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01651, Health and Safety Plan.
- B. Section 01652, Sampling Plan.
- C. Section 02240, Excavation, Removal and Handling of Contaminated Material.
- D. Section 02260, Waste Transportation and Disposal.

1.4 JOB CONDITIONS

A. Protection:

1. Contractor shall provide shoring, bracing and support to prevent movement, settlement, or collapse of existing adjacent structures or facilities. The Owner assumes no responsibility for the actual condition of the structures or facilities adjacent to the Work.
2. Closing or obstructing of roadways and passageways adjacent to the Work by the placement or storage of materials will not be permitted, and all operations shall be conducted with a minimum interference to vehicular or pedestrian traffic.
3. Contractor shall erect and maintain barriers, lights, and other required protective devices.
4. Contractor shall repair damages caused by his operation to facilities to remain, or to any property belonging to the Owner, utilities, or occupants of the facilities.
5. Contractor shall design, erect, install and maintain temporary partitions and enclosures required to eliminate dust, noise and debris from impacting adjacent properties, buildings and occupants.
6. The Work shall comply with the applicable provisions and recommendations of ANSI AIO.2, Safety Code for Building Construction, all governing codes and as hereinafter specified.
7. Contractor shall exercise precautions for fire prevention. Burning of debris shall not be permitted.

B. Scheduling:

1. Contractor shall carry out all operations so as to avoid interference with operations of the Owner and local utility companies and to minimize impact on nearby residents.
2. The Contractor shall be solely responsible for making all necessary arrangements and for performing all necessary work involving the discontinuance and disconnection of all utilities and services.
3. Any structures, equipment, utilities, facilities, etc., removed without proper authorization, shall immediately be replaced to the satisfaction of the Engineer at no cost to the Owner.

C. Notification: At least 48 hours prior to commencement of a demolition or removal, Contractor shall notify the Engineer in writing of his proposed

schedule. Therefore no removals shall be started without the permission of the Engineer.

- D. Explosives: Do not bring explosives on site. No explosives will be permitted for this Project.

1.5 PERMITS AND REGULATIONS

- A. The Contractor shall prepare all submittals and obtain all necessary permits and approvals for the Work. The Contractor shall obtain permits and approvals, pay all fees, and maintain all insurance as required by federal, state and local agencies for completion of the Work..
- B. The Contractor shall perform all Work in strict compliance with all applicable requirements of governing and public agencies and authorities having jurisdiction.
- C. The Contractor shall provide all required notifications to federal, state and local agencies prior to the Work. Copies of all notifications shall be transmitted to the Engineer at the time of issuance by the Contractor.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 GENERAL

- A. Disposition of Materials and Equipment:
 - 1. All materials and equipment removed from existing work that is not wanted by the Owner shall become the property of the Contractor.
 - 2. Contractor shall dispose of all materials, equipment, debris, and all other items not to remain as property of the Owner, off the site at NYSDEC approved disposal areas and in conformance with all existing applicable laws and regulations of the City of Syracuse, Onondaga County, NYSDEC and any other regulatory agency having jurisdiction.
- B. Pollution Controls:
 - 1. The Contractor shall prevent the release of vapors, odors and dust during demolition and removal activities. The Contractor shall comply with governing regulations pertaining to environmental protection. Monitoring for vapors, odors and dust shall be performed in

accordance with the Contractor's approved Health and Safety Plan (see Section 01651).

2. Equipment and materials used to prevent the release of vapors, odors and dust during demolition and removal activities shall be subject to review by the Engineer.
 3. Dirt and dust controls shall be applied immediately after razing and before removal from the site.
 4. Clean adjacent structures, facilities, and improvements of dust, dirt, and debris caused by demolition operations. Return adjacent areas to conditions existing prior to the start of the Work.
- C. The Contractor, Owner, and Engineer shall jointly survey the condition of the nearby structures prior to the execution of the work. Photographs and records shall be made of any prior settlement or cracking of surrounding structures, and the like, that may become the subject of possible damage claims.
- D. The Contractor shall be responsible for supplying all photographic equipment, film, negatives, prints, film developing, print holders and miscellaneous film folders for recording preconstruction conditions. Three sets of preconstruction photograph documents shall be assembled. Two shall be transmitted to the Engineer and Owner and one set shall be retained by the Contractor.

3.2 DISCONNECTION OF UTILITIES AND SERVICES

- A. The Contractor shall notify each of the utility agencies owning or controlling any services or appurtenances which may be affected by the Work sufficiently in advance of demolition to permit ample time to perform necessary markouts of all above and underground utilities and any work as necessary. In addition, the Contractor shall be required to perform a private utility markout of all above and underground utilities prior to the performance of the Work. The Contractor is solely responsible for identifying and locating all aboveground, on ground and underground utilities on-site, both inside and outside the building footprint.
- B. The Contractor shall, in all cases, provide all required notifications to the appropriate governmental agencies and utility agencies. The Contractor shall be responsible for all necessary arrangements with the utility companies. It is expected that all meters, telephone service and other facilities owned by these companies shall be removed by the Contractor or by the utility companies at the request of the Contractor prior to the start of demolition. The Contractor shall be responsible for proper removal of all remaining aboveground, on ground and underground utilities in accordance with all federal, state and local requirements and the

requirements of the utility companies. Excavations resulting from the removal of utilities shall be backfilled as specified in Section 02200, Earthwork.

- C. It shall be the responsibility of the Contractor to determine that all work to be performed by public and private utility companies prior to demolition has been performed. Prior to commencing work, the Contractor shall verify the location of all remaining facilities with the utility companies. The Contractor shall exercise extreme caution in the area of existing utilities scheduled to remain to avoid damage or breakage. Any utility line or service which is scheduled to remain and is cut off or interrupted by the Contractor's operation shall be restored at the Contractor's expense.
- D. In the event that required work to be performed by the utility companies is delayed for any reason and it can be shown that such delay in turn delayed the Contractor's operation, the Contractor shall be compensated solely through extension of the Contract Time. The Contractor agrees that he shall have no other claims against the Owner other than extended time in which to complete the work.
- E. The Contractor shall remove all pipes and seal storm and/or sanitary sewer lines leading from the structures to be demolished at the property line with brick and mortar in accordance with the requirements of the City of Syracuse, as well as the requirements of the Onondaga County Plumbing Control.
- F. The Contractor shall shut off water service at the curb box and remove any existing water meter(s) and associated piping from the Site. The Contractor shall obtain necessary permits in accordance with all applicable federal and local requirements prior to performing the Work. The Contractor shall be responsible for repair/replacement in-kind of existing sidewalks and pavement that may be required to perform the Work in accordance with the rules and regulations of authorities having jurisdiction, and as directed by the Owner and the Engineer.
- G. Electric service shall be terminated by and under the supervision of the utility company owning the service. Notification of termination of electric service shall be made to the appropriate division of the electrical service provider. Any equipment or wiring left by the utility company within the areas identified to be demolished will be up to the Contractor to remove. The Contractor shall be responsible for repair/replacement in-kind of existing sidewalks and pavement that may be required to perform the Work in accordance with the rules and regulations of authorities having jurisdiction, and as directed by the Owner and the Engineer.
- H. The Contractor shall cap all other disconnected utility services in accordance with applicable requirements.

- I. All the above described utility disconnection work shall be complete prior to commencement of any demolition work. The location and elevation of all points of disconnection shall be surveyed, recorded and shown on the final as-built drawings, along with the capping/disconnection details

3.3 STRUCTURAL DEMOLITION

- A. All demolition shall be conducted in accordance with applicable federal, state and local laws and regulations, including safety and health standards.
- B. The Contractor shall demolish and remove existing concrete foundations of former buildings and concrete pad of former aboveground storage tanks as specified herein, as shown on the Contract Drawings and as directed by the Engineer.
- C. The Contractor shall remove the existing concrete floor slabs, regardless of slab thickness or composition. The Contractor shall be responsible for any waste characterization analysis required by the disposal facility. The concrete shall be tested, containerized, stored, labeled, transported and disposed of off-site in accordance with applicable federal, state and local laws and regulations.
- D. Demolition shall proceed in an orderly fashion. Work on any one structure shall proceed continuously until it is completed. The Contractor shall provide shoring, bracing, or other support to prevent movement or settlement, as necessary. All shoring, bracing, etc., shall be designed and certified by a Professional Engineer licensed to practice in the State of New York.
- E. The Contractor shall take precautions to protect public and adjacent properties from flying or falling debris. No blasting or burning will be permitted on the demolition site or any adjoining property.
- F. The Contractor shall demolish and remove all pipes, mechanical equipment, panels, pits, etc. within the areas identified to be demolished under this Contract, as specified herein and as directed by the Engineer. All sludges, liquids and gaseous materials shall be purged or removed and shall be tested, containerized, stored, labeled, transported and disposed of off-site in accordance with applicable federal, state and local laws and regulations.

3.4 CLEANUP

- A. Contractor shall remove from the site all debris resulting from the demolition operations as it accumulates. Upon completion of the Work, all materials, equipment, waste, and debris of every sort shall be removed and the premises shall be left, clean, neat and orderly. Waste generated during demolition shall be removed from the site within 24 hours of the time it is generated.

+ + END OF SECTION + +

SECTION 02200

EARTHWORK

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope:

1. The Contractor shall furnish all labor, materials, supplies, equipment, power, facilities and incidentals necessary to perform all excavating, backfilling, compacting, grading and disposing of earth materials as required to complete the Work as shown on the Drawings, as specified herein, and as directed by the Owner.
2. The Contractor shall furnish all labor, materials, supplies, equipment, power, facilities and incidentals necessary to grade the Site in order to meet required subgrade elevations as shown on the Drawings, as specified herein, and as directed by the Owner. The Contractor shall be responsible for the disposal of all excess excavated materials which are not approved for reuse on site. Disposal shall be off site at an Owner approved facility.
3. The Contractor shall furnish all labor, materials, supplies, equipment, power, facilities and incidentals necessary to install permeable cover materials throughout the Site to the final elevations as shown on the Drawings, as specified herein, and as directed by the Owner.
4. Refer to Section 02240 for requirements associated with the excavation, removal and handling of contaminated material.
5. All work performed by the Contractor shall be in substantial compliance with all requirements set forth in the Contract Drawings, including but necessarily limited to, Section 01651 - Health and Safety Plan (including CAMP requirements) and Section 02112 – Soil Erosion and Sediment Control. The Owner reserves the right to withhold payment for any work performed by the Contractor that is determined to not be in substantial compliance with these requirements.

B. Sources of Materials:

1. Backfill materials shall be obtained from off-site sources. Contractor may be permitted to reclaim soil removed from proposed excavation areas, which is determined not to be grossly

contaminated, for reuse on-site strictly as general fill materials as approved by the Owner. Contractor shall be required to collect samples from reclaimed fill material consistent with the requirements set forth in Section 01652 – Sampling and Analysis Plan.

2. Backfill materials supplied under this Contract shall be subject to examination and tests as may be required prior to acceptance. All backfill materials, including reclaimed materials, shall conform to the requirements specified herein.

C. Related Work Specified Elsewhere:

1. Section 02120, Demolition and Removals.
2. Section 02240, Excavation, Removal and Handling of Contaminated Material.
3. Section 02260, Waste Transportation and Disposal.

1.2 QUALITY ASSURANCE

A. Permits and Regulations:

1. The Contractor shall perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction. The Contractor shall apply for, obtain, pay all fees and comply with permits required.
2. The Contractor shall not discharge any water to off-site areas, including storm water management systems.

B. Reference Standards: Comply with applicable provisions and recommendations of the following except as otherwise shown or specified.

1. ASTM D422, Particle-Size Analysis of Soils.
2. ASTM D1557, Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, using 10-pound (4.54 kg) Rammer and 18-inch (457 mm) Drop.
3. ASTM D1556, Density and Unit Weight of Soil in Place by the Sand-Cone Method
4. ASTM D2922, Nuclear Density Gauge of Soils.
5. ASTM D2167, Density and Unit Weight of Soil in Place by the Rubber Ballon Method.

6. ASTM D751, Coated Fabrics (Modified).
7. ASTM D3786, Hydraulic Bursting Strength of Textile Fabrics-Diaphragm Bursting Strength Tester Method.
8. ASTM D1682, Breaking Load and Elongation of Textile Fabrics.

C. 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 Owner.
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. Chemical Analysis – If necessary based on the gradation of the material as specified at 01652.1.7, chemical analysis of soil shall be performed. Analysis shall include the parameters specified at 01652.1.7B at the frequency specified at 01652.1.7B. Sample collection and analysis shall be in accordance with the approved Sampling and Analysis Plan. The results of the chemical analysis shall meet the lower of the New York State Department of Environmental Conservation (NYSDEC) Soil Cleanup Objectives for the Protection of Groundwater and the Protection of Public Health for Commercial Use found at 6 NYCRR Part 375-6.8(b). Refer also to NYSDEC Division of Environmental Remediation

guidance document *DER-10: Technical Guidance for Site Investigation and Remediation (DER-10)*, Appendix 5, Commercial or Industrial Use column. 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.

7. The Contractor shall prequalify soils to be used for the project. The prequalification process will require that the Contractor identify suitable material for use for the project. The Contractor shall obtain prequalification samples from each source and each soil stockpile in accordance with the NYSDEC DER-10 and approved Sampling and Analysis Plan. The stockpile pre-qualification samples shall be obtained at two opposite locations to expose the core of the stockpile and allow the taking of representative samples or as approved by the Engineer. The Contractor shall have at least two samples (one for Engineer, remainder for Contractor) of material taken at each sampling location by an approved soils testing laboratory. The sampling shall be conducted in the presence of the Engineer. Each sample furnished to the Engineer shall be at least 50 pounds in weight and shall be tested by the Engineer, at his/her discretion, for conformance testing of the prequalification process. The Contractor shall have each "Contractor Sample" tested by the approved soils testing laboratory as prescribed above. The Contractor shall submit certified copies of the test results and test methods to the Engineer for review and approval. If the test results are acceptable, the Contractor may proceed with the use of the prequalified source and the prequalified stockpile material may be incorporated into the work. If the test results are not acceptable, the Contractor shall modify the proposed source as required to provide soil which satisfies the requirements of these Specifications and the Contractor shall repeat the prequalification process (using alternative material) as described above until acceptable test results are achieved. The Contractor shall not utilize unacceptable prequalification stockpiles in the prosecution of the work.

1.3 SUBMITTALS

A. Materials:

1. A certified copy of the testing reports and test methods shall be submitted to the Engineer prior to acceptance of materials.
2. At the time of delivery of each load of material to the site, the Contractor shall provide a certified load ticket indicating the source

of supply, weight of load in tons, vehicle identification number and date and time of departure from the source and arrival at the site.

B. Samples:

1. At least two weeks prior to the date of anticipated use, the Contractor shall submit, to the Owner, for approval, a representative sample of all on-site and off-site material required. The Contractor shall notify the Owner in writing of the source of each sample.

C. Disposal Sites:

1. List of disposal sites for unsuitable materials and all required permits for use of the sites.

D. Manufacturer's Data: Submit for approval manufacturer's specifications, performance characteristics and operating instructions for the compaction equipment.

1.4 DELIVERY, STORAGE AND HANDLING

- A. All materials shall be stockpiled in an area selected by the Contractor and approved by the Owner. General fill shall be stockpiled on top of plastic sheeting so as not to contaminate the stockpiled materials with the underlying soils.
- B. All material shall be adequately protected to preserve the fitness and the quality of the material.

1.5 JOB CONDITIONS

A. Existing Structures:

1. Shown on the Drawings are certain utilities and underground/aboveground structures located within 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 any form of damage by the Contractor. Any damage 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 shall survey 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, utilities shall be adequately protected prior to continuance of Work. Repair damaged utilities to the satisfaction of the Owner.
3. Do not interrupt existing utilities serving facilities occupied and used by others, except when permitted in writing by Owner.

C. Protection of Persons and Property:

1. Barricade open excavations occurring as part of this Work and post with warning lights. Operate warning lights during hours from dusk to dawn each day and as otherwise required.
2. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by Contractor's operations.
3. Consult Owner and obtain his/her approval before removing, trimming, or disturbing trees, shrubs, plants, fences, rails, walks, 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 by the Owner.

D. 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 any other activity by sprinkling potable water at locations and in such quantities and at such frequencies as shall be required to control dust as directed by the Owner.

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 a minimum 6 inches and a maximum 24 inches of

clean fill. Excavated organic or odorous material shall be immediately removed off site and shall not be stockpiled on site.

- F. Roadways and Walks: Unless otherwise approved by Owner, excavated material and materials of construction shall be so deposited, and the Work shall be so conducted, as to leave open and free for pedestrian traffic all crosswalks, and 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 crosswalks, sidewalks, and roadways in satisfactory condition and the Work shall at all times be so conducted in a way that it will cause minimum inconvenience to others. Temporary bituminous macadam shall be installed at all disturbed sidewalk areas until such time as the final restoration is performed.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS FOR ALL FILL MATERIAL

- A. All fill material from off-site sources shall be free of refuse and vegetable matter, frozen material and other objectionable material.
- B. 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.
- C. General Fill (Off-Site Sources):
1. General fill shall be virgin, clean, inert, well graded granular material. The select granular material must be free of roots, stumps, chunks of earth or clay, shale or other soft, poor durability particles, construction and demolition debris, concrete, asphalt or other foreign material, and conform to the following gradation.

<u>Sieve Size</u>	<u>Percent Passing by Weight</u>
3 inch	100
No. 40	0-70
No. 80	0-10
No. 200	0-15

2. General fill shall consist of natural soils conforming to the requirements of these Specifications. All material shall consist of hard, strong, durable particles which are free from a coating or any injurious material or other deleterious substances.

3. Each truckload of general fill delivered to the site shall be accompanied by a ticket prepared by the Contractor certifying the source of the material and the location the material was taken from. The load ticket shall specifically identify the type of material, the quantity of material (weight), vehicle identification number and driver name, date, source (stockpile) identifier, time of departure from the source and time of arrival at the site. The load tickets shall be consecutively numbered, multipart forms and shall be clearly and legibly completed and signed in ink. An original copy of each load ticket shall be given to the Owner prior to the material being off-loaded at the site.

D. General Fill (On-Site Sources)

1. Fill materials generated during the performance of on-site excavation activities that are not grossly contaminated may be reused on-site as general fill below the demarcation layer, as approved by the Owner. Collection of samples for chemical analysis from reclaimed fill material is not required for soil intervals designated for reuse.
2. Reclaimed fill materials shall be free of roots; stumps; chunks of earth or clay, shale or other soft, poor durability particles; construction and demolition debris; concrete; asphalt; or other foreign materials.

E. Gravel: Crushed rock conforming to the following gradation:

<u>Sieve Size</u>	<u>Percent Retained on Sieve</u>
1-1/2 inch	0–10
1 inch	30–65
3/4-inch	85–100
3/8-inch	98–100

F. Topsoil

1. 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 1 inch in diameter, coarse sand, noxious weeds, sticks, brush, or other rubbish.
2. 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.
3. The topsoil shall contain not less than 5 percent nor more than 9 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 degrees F.

4. The Hydrogen Ion value of all topsoil shall be not less than 5 and not more than 7. After the testing of the samples of material, if the loam is found to be unsatisfactory for the intended use, the Owner may require that the Contractor, without additional compensation, add to the topsoil lime, particular fertilizer or particular humus, as directed in order to make the topsoil suitable.
5. Mechanical Analysis: The sieve analysis on an oven-dried sample shall be as follows:

<u>Sieve Size</u>	<u>% Passing by Weight</u>
1 inch	100
1/4 inch	97-100
# 100	40-70
# 200	minimum 20%

- G. All material shall be subject to inspection by the Owner. Material not meeting the above Specifications shall not be accepted.

H. Unsuitable Material:

1. Material unsuitable for use in backfilling are clay, boulders, peat, construction debris, organics and any other material so designated by the Owner.
2. Stockpiling of Unsuitable Material shall not be permitted.
3. Unsuitable Material must be promptly removed from the site and disposed of by the Contractor, at his own expense, off the site of the work.

I. Excess Material:

1. Any excavated material not required for use in the project shall become the property of the Contractor and shall be removed by him from the site.

2.3 UNAUTHORIZED EXCAVATION

- A. Whenever the excavation is carried beyond or below the lines and grades shown on the plans, or given by the Owner, the Contractor shall at his own expense, refill such excavated space with select fill as directed by the Owner.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Contractor shall provide Owner 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 Owner.

3.2 EROSION CONTROL

A. General:

- 1. In general, the construction procedures outlined herein shall be implemented to ensure minimum damage to the environment during construction.
- 2. Whenever possible, access and temporary roads shall be located and constructed to avoid environmental damage. Provisions shall be made to regulate drainage, avoid erosion and minimize damage to vegetation. Special care shall be taken to eliminate depressions that could serve as mosquito pools.
- 3. Where areas must be cleared for storage of materials or temporary structures, provisions shall be made for regulating drainage and controlling erosion, subject to Owner's approval.
- 4. In the event of any temporary work stoppage, the Contractor shall take steps to prevent any temporary or permanent environmental damage to the area undergoing construction.

B. Control Measures:

- 1. Temporary measures shall be applied to control erosion and to minimize the siltation of the existing drains, streambeds and natural ponding areas. Such measures shall include but not be limited to the use of berms, baled straw silt barriers, gravel or crushed stone, mulch, grasses, slope drains and other methods. These temporary measures shall be applied to erodible materials exposed by any activities associated with the construction of this project.
- 2. Temporary measures shall be coordinated with the construction of permanent drainage facilities and other work to the extent practicable to assure economical, effective, and continuous erosion and siltation control.

3. The Contractor shall provide special care in areas with steep slopes. Disturbance of vegetation shall be kept to a minimum to maintain stability. Remove only those trees and shrubs and grasses that must be removed for construction. Protect the rest to preserve their aesthetic and erosion-control values.
4. Install erosion and sediment control practices as specified herein and according to soil conservation standards and specifications. The practices shall be maintained in effective working condition during construction and until the drainage area has been permanently stabilized.
5. Temporarily stabilize each segment of graded or otherwise disturbed land, including the sediment-control devices not otherwise stabilized by seeding and mulching or by mulching alone.

3.3 EXCAVATION

A. General:

1. Contractor shall perform all excavation required to complete the Work as shown and specified. All material excavated shall be nonclassified. It shall include all materials such as earth, sand, clay, gravel, hardpan, boulders, organic materials, decomposed rock, pavements, concrete, rubbish and all other materials within the excavation limits.
2. Excavations shall be open type, shored and braced where necessary to prevent injury to workmen and to new and existing structures or pipelines.
3. All excavations shall be made in the dry.
4. Dispose of excavated material and waste materials as specified herein under Disposal of Excavated Materials.

B. Unsuitable Excavation:

1. If any over excavation occurs through error of the Contractor or for the Contractor's convenience, it shall be refilled at the Contractor's expense with general fill or other material satisfactory to the Owner.
2. If Contractor fails to properly dewater the excavation or trench, or 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/her own expense. The condition of the subgrade shall meet with the approval of the Owner before any work is placed thereon.

3. If, in the opinion of the Owner, the material, in its undisturbed natural condition, at or below the grade of the excavation indicated on the Drawings is unsuitable for foundations, or if organic or silty soil extends below excavation depth, it shall be removed to such depth and width as the Owner may direct and be replaced with select fill or other suitable material as directed by the Owner. Compensation will be in accordance with the Contract Documents.

3.4 BACKFILL AND COMPACTION

A. Backfilling:

1. Backfilling shall not be started until the Contractor has obtained approval from the Owner and all other approvals required from government agencies.
2. General fill materials shall be backfilled within excavation areas to a depth of 12 inches below final grade. As shown on the Contract Drawings, a 12-inch permeable cover shall be installed within excavation areas to meet final grades specified.
3. Contractor shall supply general fill materials, as may be necessary, to achieve specified subgrade elevations as specified herein, as shown on the Drawings and as directed by the Owner. General fill shall only be supplied from approved off-site sources.
4. Excavations shall be kept dry during backfill operations. No backfill shall be placed when free water is standing on the surface of the area where fill is to be placed. The Contractor shall properly remove and dispose of standing water.
5. The water content of backfill materials shall be controlled during placement within the range necessary to obtain the specified compaction. Contractor shall perform all necessary Work to adjust the water content of the material to within the range necessary to permit adequate compaction.
6. No material shall be placed or compacted in a frozen condition or on top of frozen material.
7. Compaction shall be performed with equipment suitable for the type of material placed and which is capable of providing the densities required.

8. If the specified densities are not obtained because of improper control of placement or compaction procedures, or because of inadequate or improperly functioning equipment, the Contractor shall perform whatever work is required to provide the required densities. This work shall include complete removal of unacceptable fill areas and replacement and recompaction until acceptable conditions are provided.
9. The loose lifts shall be mixed and spread in a manner assuring uniform lift thickness after placing. Unless otherwise directed by the Engineer, the maximum compacted lift thickness shall be 12 inches.
10. It shall be the Contractor's responsibility to properly place and compact all materials and to correct any deficiencies resulting from insufficient or improper compaction of materials. All backfill materials in open excavations shall be placed and compacted to a density of at least 95 percent Standard Proctor (ASTM D698). A minimum of one in-place density and moisture test shall be taken for each 500 square feet of 12-inch lift. The testing shall be by nuclear methods performed in accordance with ASTM D2922 and ASTM D3017, respectively, by an approved testing laboratory retained by the Contractor, in the presence of the Engineer.
11. The Contractor shall determine the type, size and weight of equipment best suited for construction of each lift, determine and control the lift thickness, exert proper control over the moisture content of the material and other details necessary to obtain satisfactory results.
12. In areas inaccessible to conventional compactors or where maneuvering space is limited, other approved methods may be used with lift thickness not exceeding 6 inches before compaction. The Owner may approve or reject any alternate methods for inaccessible areas.
13. Compaction shall continue until specified density is achieved and verified by the independent testing laboratory to the satisfaction of the Owner. Any inconsistencies found shall be immediately corrected by the Contractor at his expense.
14. All material to be compacted shall be at the prescribed moisture content for proper compaction of that material using the equipment selected by the Contractor to perform the Work. The Contractor shall be responsible for controlling the moisture content within proper limits as the Work progresses.

15. Water added shall be thoroughly incorporated into the soil and mixing shall be provided whenever necessary to attain uniformity of moisture distribution in the soil. When the moisture content of a lift about to be compacted exceeds the required amount, compaction shall be deferred until the layer has dried back to the required amount. Natural drying may be accelerated by blending in a dry material or manipulation alone to increase the rate of evaporation. Increased loose lift thickness caused by blending in a dry material, however, may necessitate a change in compaction equipment to meet the minimum provisions required for compaction.
 16. The Contractor shall maintain all fill operations free of water by ditching, sumps, pumping or other methods approved by the Owner. Each layer of fill shall be placed so that the surface is free draining.
 17. The Contractor shall protect the surface of each lift from desiccation, flooding and freezing. Protection, if required, may consist of a thin plastic protective cover (or other material as approved by the Owner) installed over the compacted material. Subgrades found to have desiccation cracks greater than 1/2-inch in width or depth, or which exhibit swelling, heaving or other similar conditions, shall be replaced or reworked by the Contractor to remove these defects.
 18. The Contractor shall provide grade control for each lift of material placed in open excavations to ensure that the maximum compacted lift thickness does not exceed 12 inches and also to ensure that the proposed line and grade is achieved.
 19. Successive lifts shall not be placed until the lift under construction has been compacted, tested and accepted.
 20. During backfilling, the Contractor shall provide and implement positive means to control odors, vapors and dust in accordance with the approved Work Plan. A detailed plan for monitoring vapors and dust shall be included in the Contractor prepared Health and Safety Plan. The Contractor prepared HASP shall also specifically detail the worker protective measures to be used.
- B. 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.
- C. Excavation shall be kept dry during backfilling operations. Backfills around piping and structures shall be brought up evenly on all sides.
- D. All backfill shall be placed in layers not exceeding 12 inches in thickness, and each layer shall be compacted as specified below.
- E. Compaction Density Requirements:
 1. Unless otherwise noted, the degree of compaction required for all types of fills shall be 95 percent in accordance with ASTM D 698. Material shall be moistened or aerated as necessary to provide the moisture content that will facilitate obtaining the specified compaction.
 2. If the tests indicate unsatisfactory compaction, the Contractor shall provide the additional compaction necessary to obtain the specified degree of compaction. All additional compaction work shall be performed by the Contractor at no additional cost to the Owner until the specified compaction is obtained. This Work shall include complete removal of unacceptable fill areas and replacement and recompaction until acceptable fill is provided, as determined by the Owner.
- F. Contractor shall repair, at no additional cost to the Owner, any settlement that occurs. The Contractor shall make all repairs and replacements necessary within 30 days after notice from the Owner.

3.6 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.
- B. Compaction: After grading, compact subgrade surfaces to the depth and percentage of maximum density required.

3.7 RESTORING AND RESURFACING EXISTING ROADWAYS AND FACILITIES

- A. Pavement, gutters, curbs, walks, driveways, parking areas and roadways disturbed or damaged by the Contractor's operations shall be restored or replaced by the Contractor to original or better condition.

- B. After all other work has been completed in each area, restore areas as shown on Contract Drawing or as directed by the Engineer or Owner.

+ + END OF SECTION + +

SECTION 02240

EXCAVATION, REMOVAL AND HANDLING OF CONTAMINATED MATERIAL

PART 1 –GENERAL

1.1 SCOPE OF WORK

- A. Contractor shall excavate, handle and store contaminated soil as shown, as specified and as required to complete the work. The work shall consist of excavation of contaminated surface and subsurface soil from within designated areas of the Site which are considered to require off-site disposal. Based on past sample results, the soil is expected to be non-hazardous. Approximate excavation limits are depicted on the Drawings.
- B. Related Work Specified Elsewhere:
 - 1. Section 01050 - Field Engineering
 - 2. Section 01652 - Sampling Plan
 - 3. Section 01658 - Equipment Decontamination
 - 4. Section 02120 - Demolition and Removals
 - 5. Section 02200 - Earthwork
 - 6. Section 02260 - Waste Transportation Disposal
- 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.
- D. Work shall follow the sequence of construction presented in the Contractor's approved Work Plan.
- E. All work performed by the Contractor shall be in substantial compliance with all requirements set forth in the Contract Drawings, including but not necessarily limited to, Section 01651 - Health and Safety Plan (including CAMP requirements) and Section 02112 – Soil Erosion and Sediment Control. The Owner reserves the right to withhold payment for any work performed by the Contractor that is determined to not be in substantial compliance with these requirements.

1.2 SUBMITTALS

- A. Submit the following documentation in accordance with the requirements set forth in Section 01050 - Field Engineering:
 - 1. Initial Site Survey;
 - 2. Intermediate Site Survey; and
 - 3. Record Drawings.
- B. Shop Drawings:
 - 1. Submit plans of open cut excavations showing side slopes and limits of the excavation at grade, as applicable, where not shown on the Drawings.
 - 2. Submit for approval Shop Drawings for sheet piling, if required to complete required excavations, including the following:
 - a. Layout drawings indicating all structural shapes, sizes and dimensions.
 - b. Proposed configuration of tiebacks and walers. The Drawings shall include lists of materials to be used, sequence of operations, and a sufficient number of detailed sections to clearly illustrate the scope of Work. The relationship of the sheeting, wales, and tiebacks to other structures, utilities, streets and new construction shall be clearly indicated. Utility locations shall be shown. The Drawings showing all of the above information shall be prepared by a qualified Registered Professional Engineer licensed in the State of New York and shall bear his seal and signature.

1.3 QUALITY ASSURANCE

- A. Permits and Regulations: Contractor shall perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction.
- B. Design Criteria:
 - 1. All steel work for sheeting, shoring, bracing and other related work shall be in accordance with the provisions of the AISC "Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings," except that field welding will be permitted.

2. Contractor shall be wholly responsible for installing and operating the system used to accomplish the sheeting and bracing shown on the Drawings, or otherwise required.

1.4 JOB CONDITIONS

A. Existing Structures:

1. Shown on the Drawings are certain aboveground/ underground structures located within the Contract Limits, as well as immediately adjacent to the Site. 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 excavations to determine the exact location of all structures. They shall be supported and protected from injury by the Contractor throughout the performance of the Work. In the event that they become damaged as a result of the work performed by the Contractor, they shall be repaired/restored immediately by the Contractor at no additional cost to the Owner.
2. Prior to execution of the Work, the Contractor and Owner shall jointly inspect the condition of aboveground/ underground structures located within the Contract Limits, as well as immediately adjacent to the Site. 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. The locations of all utilities shown on the contract drawings are based on available information 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.

2. 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 survey (location/elevation) and 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. The Contractor shall backfill/restore the holes and pits, and mark out the existing utilities and take extreme caution against damaging the utilities during excavation activities.
3. 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.
4. 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.
5. The Contractor shall take extreme caution against damaging utilities while performing the work required under this Contract.
6. 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 built for this project, as well as protection and hand digging operations to verify location of all utilities during construction.
7. 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 Owner.
8. Do not interrupt existing utilities, except when permitted in writing by Owner.

C. Protection of Persons and Property:

1. Barricade open excavations greater than 2 feet in depth occurring as part of this Work and post with warning lights. Operate warning lights during hours from dusk to dawn each day and as otherwise required.
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 Owner and obtain his/her 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 of his/her operations and maintain the area of his/her 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 his/her 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 a minimum 6-in and a maximum 24-inch deep layer of soil. Excavated organic or odorous material shall be immediately removed off-site and shall not be stockpiled on-site. Such material shall be properly characterized and disposed of off-site in accordance with all applicable federal, state and local regulations.

F. Roadways and Walks: Unless otherwise approved by the Owner, 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.

G. Disposal of Construction Water

1. The Contractor shall be solely responsible for the collection, management, handling and disposal of construction water resulting from the construction activities, including water resulting from maintaining excavations and management of storm water.
2. At all times during construction, the Contractor shall provide equipment and facilities to remove all water entering excavations from either surface water, perched water or groundwater sources. All excavations shall be kept dry so as not to impede construction or result in damage or loss of integrity of any completed work. Where required, the Contractor shall install and operate a dewatering system to meet the objectives of this Specification. Note that excavations do not need to be maintained in a dewatered state while awaiting results of endpoint sampling and approval of the excavation limits.
3. The Contractor shall provide and maintain pumps, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations. The dewatering system shall be sufficient to maintain the water level at or below the bottom of the excavation to provide a stable surface for construction operations, a stable subgrade for the permanent work, and to prevent damage to the work during all stages of the construction.
4. The Contractor shall be responsible for the removal and off-site disposal of all dewatering water and any drainage water (construction waters) which has come into contact with exposed areas of contamination.
5. The Contractor shall implement its approved procedures to convey water away from the construction site and to prevent sedimentation and siltation of the adjacent lands and/or storm water management systems.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 INSPECTION

- A. Contractor shall provide Owner 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, shored and braced where necessary to prevent injury to workmen and to new and existing structures or pipelines.
- 3. All excavations shall be made in the dry.
- 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 made to the grades and extents shown on the Drawings. 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 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.

3. 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.
4. Excavation endpoint soil sampling shall be required as outlined in Section 01652, Sampling Plan. Backfill and compaction shall not be conducted in any excavation until the limits of the excavation and the locations of the documentation samples are surveyed and are approved by the Owner.
5. Groundwater or standing water in excavations must be removed and properly disposed prior to the collection of documentation samples. Standing water from precipitation events in the excavation must be removed and disposed of appropriately at the Contractor's own expense.
6. Contractor shall install a geotextile demarcation layer within bottoms of each open excavation area upon satisfactory completion of remedial excavation activities, as directed by the Owner.

C. Unsuitable Excavation:

1. If any over excavation occurs through error of the Contractor or for the Contractor's convenience, 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. The over-excavation shall be refilled at the Contractor's expense with general fill or other material satisfactory to the Owner.
2. If Contractor fails to properly dewater the excavation or trench, or 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 Owner before any work is placed thereon.

3.3 DEWATERING

- A. According to historical data, groundwater elevations at the Site ranges between 3 to 5 feet below ground surface. Should groundwater be encountered, the Contractor shall be responsible for dewatering the excavation to facilitate the excavation depths specified. The Contractor shall provide all diking, sheeting and dewatering as required to lower the

groundwater in excavations to a level sufficiently below the bottoms of required excavations and to maintain such level so that the excavation of contaminated soil can be completed. Dewatering shall be accomplished by wells, open sumps, or other methods approved by the Engineer. There shall be no additional compensation for any dewatering done or additional compensation for equipment and materials used in connection therewith under this contract. Prior to commencing excavation, the Contractor shall submit to the Engineer for approval his/her proposed plans for dewatering the excavation. Lowering of ground water to the injury or detriment of other structures shall be part of the Contractor's risk and responsibility. Any existing structure(s) injured or damaged as a result of the lowering of the ground water shall be repaired or replaced to the satisfaction of the Owner and at no additional cost to the Owner. Excavations do not need to be maintained in a dewatered state while awaiting results of endpoint sampling and approval of excavation limits.

- B. No additional compensation will be given to the Contractor because of damage from flooding caused by groundwater or surface waters rising above ground elevations.
- C. The Contractor shall be responsible for adhering to all provisions of necessary dewatering permits at no additional costs to the Owner. Groundwater shall not be permitted to be discharged into surface waters without proper approval from regulatory agencies.

3.4 CONTAMINATED MATERIALS STORAGE

- A. Excavated material shall be placed in temporary storage or taken off-site for disposal immediately after excavation. Temporary storage areas shall be located within the property line of the Site and shall be delineated by the Contractor in the approved Work Plan. Storage units shall be in good condition and constructed of materials that are compatible with the material or liquid to be stored. 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.
- B. Storage of excavated material outside the designated soil staging areas is prohibited without prior written approval by the Owner.
- C. The following methods of storage are acceptable:
 - 1. Stockpiles
 - a. Excavated materials shall be stockpiled in the areas noted in the Contractor's Work Plan. Stockpiles shall be located 10 feet or greater from property lines.

- 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 existing ground surface, precipitation from entering the stockpile and emissions and dust from escaping. The minimum thickness of the geomembrane liner shall be 1.00 mm (40 mils) and the geomembrane cover shall be 0.25 mm (10 mils). Control measures such as wetting the stockpile surfaces shall be employed to suppress dust. Only potable water shall be used for this purpose.

2. Roll-off Units

- a. Roll-off units may be used for temporary storage in lieu of stockpiling the material.
 - b. 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.
- D. Storage and handling of hazardous waste contaminated soil must comply with all applicable NYSDEC hazardous waste regulations (6 NYCRR Part 370-376).
- E. Excavated soil may not be stored on-site for a period greater than 30 days from being removed from the ground.
- F. Spillage shall be minimized and contained for later disposal in accordance with all federal, state and local regulations.

+ + END OF SECTION + +

SECTION 02260

WASTE TRANSPORTATION AND DISPOSAL

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Contractor shall furnish all labor, materials, supplies, equipment, power, facilities and incidentals necessary to containerize, 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 Owner, and any other materials as shown on the Drawings and as directed by the Owner.
- B. Containerizing, labeling, sampling, testing, manifesting, transporting and disposing of waste shall be performed in accordance with all applicable federal, state and local laws and regulations, including NYSDEC hazardous waste regulations (6 NYCRR Parts 370-376) 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 of the approved plans.
- E. Materials removed from the site shall be transported directly to facilities, which have received prior approval of the Owner.
- F. All work performed by the Contractor shall be in substantial compliance with all requirements set forth in the Contract Drawings, including but not necessarily limited to, Section 01651 - Health and Safety Plan (including CAMP requirements) and Section 02112 – Soil Erosion and Sediment Control. The Owner reserves the right to withhold payment for any work performed by the Contractor that is determined to not be in substantial compliance with these requirements.

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 Owner at the time of issuance.
- B. Hazardous materials removed from the site shall not be combined with non-hazardous material. Material characterized as hazardous waste shall not be combined with any other 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 Owner regarding 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 Owner 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 Owner.
- 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. The Contractor shall provide all required manifests and bills of lading to the Owner along with all requested backup documentation. 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 governments 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. The Engineer and Owner will not sign any documents unless explicitly required by federal, state and/or local laws, or regulations.
- E. In accordance with the approved Work Plan, the Contractor shall provide letters of commitment from all disposal facilities to the Owner. 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 transport 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 off-site 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 Owner. The certificate shall include:
1. The date and time of departure and the vehicle license number;
 2. A statement that no contaminated soil or other contaminated material is adhering 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 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 + +

SECTION 02451

WELL ABANDONMENT

PART 1- GENERAL

1.1 DESCRIPTION

- A. The Contractor shall furnish all labor, materials, equipment, services, incidentals, etc., to abandon existing groundwater and soil vapor extraction wells as shown on the Drawings, as specified and as directed by the Owner.
- B. The Contractor shall take all precautions necessary to protect existing groundwater monitoring wells which are not designated for abandonment during completion of the work specified herein, shown on the Drawings or as directed by the Owner. At the discretion of, and as directed by the Owner, the Contractor shall abandon and replace any groundwater monitoring well damaged during the project which is not designated for replacement.
- C. The Contractor shall retain the services of a licensed well driller to abandon the existing wells.
- D. The Contractor shall be responsible for the correctness of the procedures used to conduct the Work. The Contractor shall provide the Engineer advance written notification of any changes in field procedures, describing and justifying such changes. No changes shall be made to the procedures, unless requested or authorized in writing by the Owner.
- E. The requirements for locating and protecting existing structures and utilities outlined in other Sections of the Contract Document shall also apply to this section.

PART 2 - PRODUCTS

2.1 BENTONITE

- A. The bentonite shall be of the Grout-Well® DF type as manufactured by Wyo-Ben, Inc. or approved equal.

2.2 CEMENT

- A. The cement shall be Type I Portland cement as manufactured by Quikrete® or approved equal.

2.3 WATER

- A. Potable water shall be used for mixing grouting materials and drilling fluids.

PART 3 – EXECUTION

3.1 ABANDONMENT OF EXISTING GROUNDWATER MONITORING WELLS

- A. Existing groundwater wells, as depicted in the Contract Drawings, shall be abandoned in accordance with the New York State Owner of Environmental Conservation document entitled, “CP-43: Groundwater Monitoring Well Decommissioning Policy,” dated November 3, 2009.
- B. The Contractor shall measure the total depth of the groundwater well to ensure the well depth is consistent with the recorded construction depth.
- C. The bottom of the well screen shall be punctured using suitable equipment.
- D. The well shall be sealed with a cement/bentonite grout prior to performing subsequent decommissioning steps. The grout shall be pumped, through a tremie/grout pipe, in one continuous operation, from the bottom to the top of the well. The tremie/grout pipe may be slowly raised as the grout is being placed but the discharge end of the pipe shall remain submerged in the grout at all times until grouting is complete.
- E. The following standard cement/bentonite grout mixture shall be used:
 - 1. 7.8 gallons potable water
 - 2. One 94-pound bag Type I Portland cement
 - 3. 3.9 pounds powdered bentonite
- F. The Contractor shall remove the flush-mounted curb box or “stickup” protective casing with an effort being made to ensure that the riser does not move, splinter and/or become structurally unstable. The well riser shall be cut below the base of the protective casing if the protective casing cannot be removed without damaging the well riser.
- G. The Contractor shall over-drill the existing well to remove all well construction materials including, riser pipe, well screen, filter pack, and cement/bentonite grout column. Over-drilling shall be advanced 0.5 feet beyond the original borehole depth.
- H. The selected over-drilling method shall follow the original well borehole, create a borehole of the same or greater diameter than the original, and remove all well construction materials, and allow for pressure grouting.

- I. Once the desired drilling depth has been reached, cement/bentonite grout shall be pumped, through a tremie/grout pipe, in one continuous operation, from the bottom of the borehole to a depth of approximately 5 feet below grade. The grout level shall be maintained as the drilling equipment is removed.
- J. Upon completion, the Contractor shall ensure that the depth of the cement/bentonite grout is approximately 5 feet below grade. The Contractor shall install a ferrous metal marker in the top of the grout to indicate the location of the former monitoring well.
- K. The Contractor shall restore the uppermost 5 feet of the borehole with clean fill material similar in physical properties to the surrounding material.
- L. Upon completion of the well abandonment procedures, the Contractor shall prepare a letter report documenting the abandonment of the wells. The letter report shall include, but not be limited to, the date work was completed, all procedures utilized to complete the work, a description of any changes to planned procedures and a statement that the abandonment has been completed in accordance with the requirements of the NYSDEC and this specification. The Contractor shall also submit a well decommissioning log for each well which is decommissioned. Attachment 1 contains a standard well decommissioning log template. The letter report shall be submitted to the Engineer for approval.

3.2 RESTORATION

- A. The Contractor shall remove all equipment, materials, and supplies from the site of the work, remove all surplus materials and debris, fill in all holes or excavations, vehicle tracks, ruts, and grade and restore the site and its access to specified elevations and conditions. The site shall be thoroughly cleaned by the Contractor as directed by the Owner.

++ END OF SECTION ++

ATTACHMENT 1

WELL DECOMMISSIONING LOG

FIGURE 3 WELL DECOMMISSIONING RECORD

Site Name:	Well I.D.:
Site Location:	Driller:
Drilling Co.:	Inspector:
	Date:

DECOMMISSIONING DATA (Fill in all that apply)	WELL SCHEMATIC*
<u>OVERDRILLING</u> Interval Drilled Drilling Method(s) Borehole Dia. (in.) Temporary Casing Installed? (y/n) Depth temporary casing installed Casing type/dia. (in.) Method of installing 	<div style="display: flex;"> <div style="flex: 1;"> Depth (feet) <div style="border-left: 1px solid black; height: 100px; margin-top: 10px;"></div> </div> <div style="flex: 2; border-left: 1px solid black; border-right: 1px solid black; height: 100px; margin-top: 10px;"></div> </div>
<u>CASING PULLING</u> Method employed Casing retrieved (feet) Casing type/dia. (in.) 	
<u>CASING PERFORATING</u> Equipment used Number of perforations/foot Size of perforations Interval perforated 	
<u>GROUTING</u> Interval grouted (FBLs) # of batches prepared For each batch record: Quantity of water used (gal.) Quantity of cement used (lbs.) Cement type Quantity of bentonite used (lbs.) Quantity of calcium chloride used (lbs.) Volume of grout prepared (gal.) Volume of grout used (gal.) 	

COMMENTS:

* Sketch in all relevant decommissioning data, including:
 interval overdrilled, interval grouted, casing left in hole,
 well stickup, etc.

Drilling Contractor _____

Department Representative _____

SECTION 02540

GEOTEXTILE

PART 1 – GENERAL

1.1 DESCRIPTION

- A. The Contractor shall furnish all labor, materials, equipment, services, incidentals and related items required to install a geotextile demarcation layer as specified herein, as shown on the Contract Drawings and as directed by the Owner. The geotextile demarcation layer shall be utilized to demarcate and isolate subgrade soils with residual contamination from clean, compacted general fill and permeable cover materials.

1.2 REFERENCES

- A. 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.
- B. Geosynthetic Accreditation Institute - Laboratory Accreditation Program (GAI-LAP).
- C. International Standards Organization (ISO) 9002 - Quality System Certification.

1.3 SUBMITTALS

- A. Submit 6 copies of 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. The manufacturer is responsible for establishing and maintaining a quality control program to assure compliance with the requirements of the specification. Documentation describing the quality control program shall be submitted.
 - 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. 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)
Permitivity	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 geotextile demarcation layer as specified herein, as shown on the Contract Drawings and as directed by the Owner which shall be utilized to demarcate and isolate subgrade soils with residual contamination from clean, compacted general fill and permeable cover materials.
- 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 material.
- 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 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 ++

SECTION 02820

GALVANIZED CHAIN-LINK FENCE

PART 1 - GENERAL

1.1 SUMMARY

- A. Galvanized coated chain-link fencing and accessories for commercial and industrial use.

1.2 GATES AND RELATED SECTIONS

- A. Section 02821, Chain-Link Swing Gates.

1.3 SUBMITTALS

- A. Shop drawings: Layout of fences and gates with dimensions, details, and finishes of components, accessories, and post foundations.
- B. Product data: Manufacturer's catalog cuts indicating material compliance and specified options.

1.4 SPECIAL WARRANTY

- A. Provide Manufacturer's standard 12 year limited warranty that material supplied by them shall be free from defects in material and workmanship. See Manufacturers Warranty for full details.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. Products from qualified manufacturers having a minimum of five years experience manufacturing galvanized coated chain-link fencing will be acceptable by the Engineer as equal, if approved in writing, ten days prior to bidding, and if they meet the following specifications for design, size gauge of metal parts and fabrication.
- B. Obtain chain-link fences and gates, including accessories, fittings, and fastenings, from a single source.

Approved Manufacturer: Master Halco, Inc.
4000 W. Metropolitan Drive, Suite 400
Orange, CA 92868
Phone (800) 229-5615 Fax (714) 385-0107

Site: www.fenceonline.com E-mail: spec@fenceonline.com
or approved equal.

2.2 CHAIN-LINK FENCE FABRIC

- A. Galvanized wire: Zinc-coated Wire, ASTM A 392 - 1.2 oz/sf. Wire Spec-A817-83, Class 1 or Class 2.
- B. Size: Helically wound and woven to height [as indicated on drawings] with 20" (50 mm) diamond mesh, 9 gauge, with a wire diameter of 376 mm and a breakload of 1,290 lbf (5,740 N).
- C. Selvage of fabric twisted at top and knuckled at bottom.

2.3 STEEL FENCE FRAMING

- A. Steel pipe - Type I: ASTM F 1083, standard weight schedule 40; minimum yield strength of 30,000 psi (205 MPa); sizes as indicated. Hot-dipped galvanized with minimum average 1.8 oz/ft² (550 g/m²) of coated surface area.
- B. Formed steel ("C") sections: Roll formed steel shapes complying with ASTM F 1043, Group II, 45,000 psi (310 MPa) minimum yield strength steel; sizes as indicated. External coating per ASTM F 1043, Type A, minimum average 2.0 oz/ft² (601 g/m²) of zinc per ASTM A 123, or 4.0 oz/ft² (1220 g/m²) per ASTM A 525.
- C. Steel square sections: ASTM A 500, Grade B Steel having minimum yield strength of 40,000 psi (275 MPa); sizes as indicated. Hot-dipped galvanized with minimum 1.8 oz/ft² (550 g/m²) of coated surface area.
- D. End and Corner Post: 2.375 od (60.3mm) 3.65 lbs/ft (5.4 kg/m)
Line (intermediate) Post: 1.900 od (48.3 mm) 2.72 lbs/ft (3.65 kg/m)
Rail and Braces: 1.66 od (42.2 mm) 2.27 lbs/ft (3.4 kg/m)

2.4 ACCESSORIES

- A. Chain-link fence accessories: ASTM F 626. Provide items required to complete fence system. Galvanize each ferrous metal item and finish to match framing. Fittings should match Master Halco specifications.
- B. Post caps: Formed steel or cast malleable iron weather tight closure cap for tubular posts. Provide one cap for each post. Cap to have provision for barbed wire when necessary. "C" shaped line post without top rail or barbed wire supporting arms do not require post caps. (Where top rail is used, provide tops to permit passage of top rail.)

- C. Top and bottom rail and rail ends: Pressed steel per ASTM F626, for connection of rail and brace to terminal posts.
- D. Rail sleeves: 7" (178 mm) expansion sleeve with a minimum .137" wire diameter and 1.80" length spring, allowing for expansion and contraction of top rail.
- E. Wire ties: 9 gauge [0.148" (3.76 mm)] galvanized steel wire for attachment of fabric to line posts. Double wrap 13 gauge [0.092" (2.324 mm)] for rails and braces. Hog ring ties of 12-1/2 gauge [0.0985" (2.502 mm)] for attachment
- F. Brace and tension (stretcher bar) bands: Pressed steel, minimum 300 degree profile curvature for secure fence post attachment. At square post provide tension bar clips.
- G. Tension (stretcher) bars: One piece lengths equal to 2 inches (50 mm) less than full height of fabric with a minimum cross-section of 3/16" x 3/4" (4.76 mm x 19 mm). Provide tension (stretcher) bars where chain-link fabric meets terminal posts.
- H. Tension wire: Galvanized coated steel wire, 6 gauge, [0.192"(4.8 mm)] diameter wire with tensile strength of 75,000 psi (517 MPa).
- I. Truss rods & tightener: Steel rods with minimum diameter of 5/16" (7.9 mm). Capable of withstanding a tension of minimum 2,000 lbs.
- J. Nuts and bolts are galvanized.

2.5 SETTING MATERIALS

- A. Concrete: Minimum 28 day compressive strength of 3,000 psi (20 MPa).

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify areas to receive fencing are completed to final grades and elevations.
- B. Ensure property lines and legal boundaries of work are clearly established.

3.2 CHAIN-LINK FENCE FRAMING INSTALLATION

- A. Install chain-link fence in accordance with ASTM F 567 and manufacturer's instructions.
- B. Locate terminal post at each fence termination and change in horizontal or vertical direction of 30° or more.
- C. Space line posts uniformly [at 10' (3048 mm) on center].
- D. Concrete set terminal, line and gate posts: Drill holes in firm, undisturbed or compacted soil. Holes shall have diameter 4 times greater than outside dimension of post, and depths approximately 6" (152 mm) deeper than post bottom. Excavate deeper as required for adequate support in soft and loose soils, and for posts with heavy lateral loads. Set post bottom 36" (914 mm) below surface when in firm, undisturbed soil. Place concrete around posts in a continuous pour. Trowel finish around post. Slope to direct water away from posts.
- E. Check each post for vertical and top alignment, and maintain in position during placement and finishing operations.
- F. Bracing: Install horizontal pipe brace at mid-height for fences 6' (1829 mm) and over, on each side of terminal posts. Firmly attach with fittings. Install diagonal truss rods at these points. Adjust truss rod, ensuring posts remain plumb.
- G. Tension wire: Provide tension wire at bottom of fabric. Install tension wire before stretching fabric and attach to each post with ties. Secure tension wire to fabric with 12-1/2 gauge [0.0985" (2.502 mm)] hog rings 24" (610 mm) oc.
- H. Top rail: Install lengths, 21' (6400 mm). Connect joints with sleeves for rigid connections for expansion/contraction.
- I. Bottom Rails: Install bottom rails between posts with fittings and accessories.

3.3 CHAIN-LINK FABRIC INSTALLATION

- A. Fabric: Install fabric on security side and attach so that fabric remains in tension after pulling force is released. Leave approximately 2" (50 mm) between finish grade and bottom selvage. Attach fabric with wire ties to line posts at 15" (381 mm) on center and to rails, braces, and tension wire at 24" (600 mm) on center.

- B. Tension (stretcher) bars: Pull fabric taut; thread tension bar through fabric and attach to terminal posts with bands or clips spaced maximum of 15" (381 mm) on center.

3.4 ACCESSORIES

- A. Tie wires: Bend ends of wire to minimize hazard to persons and clothing.
- B. Fasteners: Install nuts on side of fence opposite fabric side for added security.

3.5 CLEANING

- A. Clean up debris and unused material, and remove from the site.

+ + END OF SECTION + +

SECTION 02821
CHAIN-LINK SWING GATES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Chain-link swing gates and hardware.

1.2 RELATED SECTIONS

- A. Section 02820, Galvanized Chain-Link Fence.

1.3 SUBMITTALS

- A. Shop drawings: Layout of fences and gates with dimensions, details, and finishes of components, accessories, and post foundations.
- B. Product Data: Manufacturer's catalog cuts indicating material compliance and specified options.
- C. Samples: If requested, samples of materials (e.g., fabric, wires, and accessories).

1.4 SPECIAL WARRANTY

- A. Provide manufacturer's standard 12-year limited warranty that material supplied by them shall be free from defects in material and workmanship. See manufacturer's warranty for full details.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. Products from qualified manufacturers having a minimum of 5 years' experience manufacturing chain-link fence gates will be acceptable by the Engineer as equal, if approved by the Engineer in writing, ten days prior to bidding, and if they meet the following specifications for design, size, gauge of metal parts and fabrication.
- B. Obtain chain-link fences and gates, including accessories, fittings, and fastenings, from a single source

Manufacturer: Master Halco, Inc.
4000 W. Metropolitan Drive, Suite 400
Orange, CA 92868
Phone (800) 229-5615 Fax (714) 385-0107
Site: www.fenceonline.com E-mail: spec@fenceonline.com
or approved equal.

2.2 CHAIN-LINK SWING GATES

- A. Gate frames: Fabricate chain-link swing gates in accordance with ASTM F 900 using galvanized steel tubular members, 2" (50 mm) square, weighing 2.60 lb/ft (3.87 kg/m)]. Stainless steel welded connections must form rigid one-piece unit. For gates over 8' (2438 mm) high or 15' (4572 mm) wide, provide minimum 1-1/2" (38 mm) square additional horizontal and vertical interior members to ensure proper strength.
- B. Chain-link fence fabric: Galvanized wire: Zinc coated Wire, ASTM A 392 - 1.2oz/sf. [Wire Spec-A817-83, Class 1 or Class 2. Color, mesh, and gauge to match fence.
- C. Hardware materials: Hot dipped galvanized steel to suit gate size.
- D. Hinges: Structurally capable of supporting gate leaf and allow opening and closing without binding. Non-lift-off type hinge design shall permit gate to swing 180° (3.14 rad) inward.
- E. Latch: Forked type capable of retaining gate in closed position and have provision for padlock. Latch shall permit operation from either side of gate.
- F. Keeper: Provide keeper for each gate leaf over 5' (1524 mm) wide. Gate keeper shall consist of mechanical device for securing free end of gate when in full open position.
- G. Double gates: Provide drop rod to hold inactive leaf. Provide gate stop pipe to engage center drop rod. Provide locking device and padlock eyes as an integral part of latch, requiring one padlock for locking both gate leaves.
- H. Gate posts: Steel pipe ASTM F 1083 standard weight schedule 40; minimum yield strength of 25,000 psi (170 MPa). Hot-dipped galvanized with minimum 1.8 oz/ft² (550 kg/m²) of zinc.

<u>Gate leaf single width</u>	<u>Post Size (Round)</u>	<u>Weight</u>
6 ft (1829 mm) or less	2.875 in (73 mm)	5.79 lb/ft (8.6 kg/m)

6 ft (1829 mm) to 12 ft (3657 mm)	4.00 in (101.6 mm)	9.11 lb/ft (13.6 kg/m)
12 ft (3657 mm) to 19 ft (5790 mm)	6.625 in (168.3 mm)	18.97 lb/ft (28.3 kg/m)
19 ft (5790 mm) to 23 ft (7010 mm)	8.625 in (219.1 mm)	28.55 lb/ft (42.5 kg/m)

2.3 SETTING MATERIALS

- A. Concrete: Minimum 28 day compressive strength of 3,000 psi (20 MPa).

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify areas to receive fencing are completed to final grades and elevations.
- B. Ensure property lines and legal boundaries of work are clearly established.

3.2 CHAIN-LINK SWING GATE POST INSTALLATION

- A. Install gate posts in accordance with manufacturer's instructions.
- B. Concrete set gate posts: Drill holes in firm, undisturbed or compacted soil. Holes shall have diameter 4 times greater than outside dimension of post, and depths approximately 6" (152 mm) deeper than post bottom. Excavate deeper as required for adequate support in soft and loose soils, and for posts with heavy lateral loads. Set post bottom 36" (914 mm) below surface when in firm, undisturbed soil. Place concrete around posts in a continuous pour. Trowel finish around post and slope to direct water away from posts.
 - 1. Gate posts and hardware: Set keeper, stops, sleeves into concrete. Check each post for vertical and top alignment, and maintain in position during placement and finishing operations.

3.3 GATE INSTALLATION

- A. Install gates plumb, level and secure for full opening without interference.
- B. Attach hardware by means which will prevent unauthorized removal.

- C. Adjust hardware for smooth operation.
- D. Touch up hardware (see 2.04 C.)

3.4 CLEANING

- A. Clean up debris and unused material, and remove from the site.

+ + END OF SECTION + +