

Buffalo Urban Development Corporation

275 Oak Street, Suite 150 • Buffalo • New York

Project Manual

Volume 1 of 1

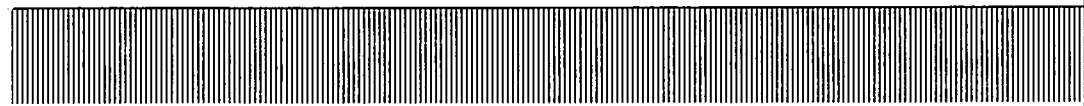
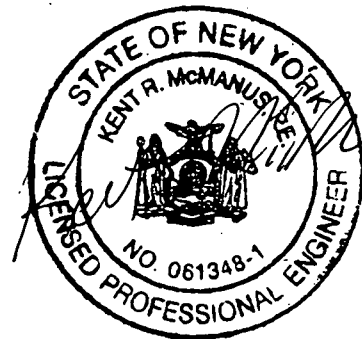
Set No. _____

Buffalo Lakeside Commerce Park[®]

**Soil Stockpile
Excavation/Reuse
Project**

CONTRACT NO. 2008-1

January 2008



Report Prepared By:

Malcolm Pirnie, Inc.

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**MALCOLM
PIRNIE**

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ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the Buffalo Lakeside Commerce Park (BLCP) Soil Stockpile Excavation / Reuse Project, Contract No. 2008- 2, Buffalo, New York will be received at the offices of the Buffalo Urban Development Corporation (BUDC), an affiliated organization of the ECIDA, 275 Oak Street, Suite 150, Buffalo, New York, 14203 until 3:00 PM Local Time on January 28, 2008. The project consists of the screening / separation and excavation of a portion of the stockpiled materials currently on Parcel 2 of the BLCP Site, followed by transport and re-grading within Parcel 3 of the BLCP Site as specified in the Contract Documents.

A mandatory pre-bid conference will be held at the BLCP Site (Hanna Drive at Ship Canal Parkway) on January 18, 2008 at 9:00 AM. The agenda will include a briefing on the project scope of work, special conditions, health and safety considerations, and regulatory requirements, and will include a walk-through of the project area.

Complete sets of Documents will be available for each Contractor for the purpose of preparing a bona fide Proposal. Beginning Monday, January 14, 2008 at 10:00 a.m., these Documents may be obtained from the office of BUDC, upon a non-refundable payment of Fifty and no/100 dollars (\$50.00) for each set. Neither the Owner nor the Engineer will be responsible for full or partial sets of Bidding Documents, including any addenda, obtained from other sources. Checks for Documents shall be made payable to BUDC, attention: Peter M. Cammarata.

Bid security shall be provided in accordance with Article 10 of the Instructions to Bidders. Bidders shall provide proof of qualifications to perform the work as described in Article 3 of the Instructions to Bidders. Bidders shall comply with all statutory requirements in accordance with Instructions to Bidders. Contract time of commencement and completion will be in accordance with Article 4 of the Agreement.

OWNER:

BUDC
275 Oak Street
Buffalo, New York 14203
Telephone: (716) 856-6525
Fax: (716) 856-6754

Consulting Engineers:

Malcolm Pirnie, Inc.
50 Fountain Plaza, Suite 600,
Buffalo, NY 14202
Phone: (716) 667-0900

INSTRUCTIONS TO BIDDERS

TABLE OF ARTICLES

1. Defined Terms
2. Bids Received
3. Location and Description of Project
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22. Evaluation of Bids and Award of Contract
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25. Signing of Agreement
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ARTICLE 1 - DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.
- 1.02 Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.
 - A. Issuing Office: The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 - BIDS RECEIVED

- 2.01 Refer to Advertisement for Bids for information on receipt of Bids.

ARTICLE 3 - LOCATION AND DESCRIPTION OF PROJECT

- 3.01 Refer to Section 01110 of the General Requirements for the location and description of the Project.

ARTICLE 4 - COPIES OF BIDDING DOCUMENTS

- 4.01 Refer to Advertisement for Bids for information on location where Bidders may examine and/or obtain Bidding Documents.
- 4.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 4.03 Owner and Engineer in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant permission for any other use.

ARTICLE 5 - QUALIFICATIONS OF BIDDERS

- 5.01 Bidders shall be experienced in the kind of Work to be performed, shall have the necessary equipment therefore, and shall possess sufficient capital to properly execute the Work within the time allowed. Bids received from Bidders who have previously failed to complete work within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Bid may be rejected if Bidder cannot show that Bidder has the necessary ability, plant and equipment to commence the Work at the time prescribed and thereafter to prosecute and complete the Work at the rate or within the time specified. A Bid may be rejected if Bidder is already obligated for the performance of other work which would delay the commencement, prosecution or completion of the Work.
- 5.02 To demonstrate qualifications to perform the Work, Bidder shall complete and submit with its Bid the Bidder Qualifications Statement which is bound in the Project Manual. Bidders may be asked to furnish additional data to demonstrate their qualifications.
- 5.03 Bidders shall be qualified to do business in the state where the Project is located or covenant to obtain such qualification prior to signing the Agreement.

ARTICLE 6 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA AND SITE

6.01 Subsurface and Physical Conditions

A. The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site which have been utilized by Engineer in preparation of the Bidding Documents.
2. Those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the Site that have been utilized by Engineer in preparation of the Bidding Documents.

B. Copies of the reports and drawings referenced in the Supplementary Conditions will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions, has been identified and established in Paragraph SC-4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion drawn from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

6.02 Underground Facilities - Physical Conditions

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

6.03 Hazardous and/or Environmental Condition

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

B. Copies of reports and drawings referenced in this Paragraph 6.03 will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph SC-4.06.A of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations,

opinions or information contained in such reports or shown or indicated in such drawings.

- 6.04 Provisions concerning responsibilities for the adequacy of data, if any, furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unforeseen conditions appear in Paragraphs 4.02, 4.03 and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Bidding Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in Paragraph 4.06 of the General Conditions.
- 6.05 Other Related Data - Not Used in this Contract
- 6.06 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former conditions upon completion of such explorations, investigations, tests and studies. Bidder shall comply with all Laws and Regulations relative to such explorations, investigations, tests and studies.
- 6.07 Reference is made to the Section 01110 for identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted. On request, Owner will provide to Bidder, for examination, access to or copies of the contract documents for such other work.
- 6.08 It is the responsibility of Bidder, before submitting a Bid to:
- A. Examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents and any Addenda;
 - B. Visit the Site and become familiar with and satisfy Bidder as to the general, local and Site conditions that may affect cost, progress and performance of the Work;
 - C. become familiar with and satisfy Bidder as to all federal, state and local Laws and Regulations that may affect cost, progress 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 Paragraph 4.02 of the General Conditions, and

2. Reports and drawings of Hazardous and/or Environmental Condition identified at the Site, if any, which have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions;
- E. Obtain and carefully study (or assume responsibility for doing so) all investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
 - F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for the 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. Become aware of the general nature of work (if any) to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - H. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents;
 - I. Promptly give Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
 - J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 6.9 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 6, that without exception the Bid is premised upon performing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences or procedures of construction that may be shown or indicated and expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable

to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing the Work.

ARTICLE 7 - PRE-BID CONFERENCE

- 7.01 A mandatory pre-bid conference will be held at the BLCP Site (Hanna Drive at Ship Canal Parkway on January 18, 2008 at 9:00 AM. The agenda will include a briefing on the project scope of work, special conditions, health and safety considerations, and regulatory requirements, and regulatory requirements, and will include a walk-through of the project area. Representatives of the OWNER and ENGINEER will be present to discuss the Project. Bidders are required to attend and participate at the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions raised at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 8 - SITE AND OTHER AREAS

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

ARTICLE 9 - INTERPRETATIONS AND ADDENDA

- 9.01 All questions about the meaning or intent of the Bidding Documents shall be submitted to Engineer in writing. In order to receive consideration, questions must be received by Engineer at least ten days prior to the date for the opening of Bids. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents for receipt not later than three days prior to the date for the opening of Bids. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 9.02 Addenda may also be issued to clarify, correct or change the Bidding Documents as deemed advisable by Owner or Engineer. Such Addenda, if any, will be issued in the manner and within the time period stated in Paragraph 9.01.

ARTICLE 10 - BID SECURITY

- 10.01 A Bid must be accompanied by Bid security made payable to the Owner in the amount of 5 (five) percent of Bidder's maximum Bid price and in the form of certified or bank check or Bid bond.
- 10.02 Bid bond shall be on the form bound in the Project Manual. Bid bond shall be issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.
- 10.03 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to sign and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited to the Owner as liquidated damages for such failure.
- 10.04 The Bid security of the three lowest Bidders may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the sixty-first day after the Bid opening whereupon the Bid security furnished by such Bidders will be returned. The Bid security of Bidders whom Owner believes do not have a reasonable chance of receiving an award will be returned within seven days of the Bid opening.

ARTICLE 11 - CONTRACT TIMES

- 11.01 The number of days within the Work is to be substantially completed and also completed and ready for final payment (the Contract Times) are set forth in the Agreement.

ARTICLE 12 - LIQUIDATED AND SPECIAL DAMAGES

- 12.01 Provisions for liquidated and special damages, if any, are set forth in the Agreement.

ARTICLE 13 - SUBSTITUTE AND "OR EQUAL" ITEMS

- 13.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submittal of any such application by Contractor and

consideration by Engineer is set forth in the General Conditions which may be supplemented in the General Requirements.

ARTICLE 14 - SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 14.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening submit to Owner a list of all such Subcontractors, Suppliers, other individuals or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualifications for each such Subcontractor, Supplier, individual or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual or entity, Owner may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price.
- 14.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other individuals or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.
- 14.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual or entity against whom Contractor has reasonable objection.

ARTICLE 15 - PREPARATION OF BID

- 15.01 A Bid shall be made on the unbound copy of the Bid Form furnished by Engineer. The Bid Form shall not be altered in any way.
- 15.02 All blanks in the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated in both words and numerals, for each Bid item listed therein or the words "No Bid", "No Change", or "Not Applicable" entered. Ditto marks shall not be used.
- 15.03 A Bid shall be executed as stated below.

- A. A Bid by an individual shall show the Bidder's name and official address.
 - B. A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title shall appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
 - C. A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.
 - D. A Bid by a corporation shall be executed in the corporate name by an officer of the corporation and shall be accompanied by a certified copy of a resolution of the board of directors authorizing the person signing the Bid to do so on behalf of the corporation. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The state of incorporation and the official corporate address shall be shown below the signature.
 - E. A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.
 - F. All names shall be typed or printed in ink below the signature.
- 15.04 The Bid shall contain an acknowledgment of the receipt of all Addenda, the numbers of which shall be filled in at the space provided on the Bid Form.
- 15.05 The address and telephone number for communications regarding the Bid shall be shown.
- 15.06 In addition to the Bid Form, the following listed documents, which are bound in the Project Manual, shall be submitted with the Bid. Each document shall be executed in the manner described in Paragraph 15.03 unless another manner is indicated.
- A. Bid Security Form.
 - B. Bidder Qualifications Statement.
 - C. Non-collusive Bidding Certification (if required by statute).

ARTICLE 16 - BASIS OF BIDS; COMPARISON OF BIDS

16.01 Series of Lump Sums:

- A. Bidder shall submit its Bid on the basis of each lump sum unit price item as set forth on the Bid Form, and shall compute and enter the total of all lump sum and unit price items in the space provided on the Bid Form.
 - B. For determination of the apparent low Bidder, Bids will be compared on the basis of the total of all lump sum and unit price items.
- 16.02 Discrepancies between words and numerals will be resolved in favor of words. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 16.03 Bidder shall include, elsewhere in its Bid, all costs set forth in Paragraph 11.02.B of the General Conditions to complete the Work associated with the material, equipment or other designated items to be furnished under cash allowance(s), if any.

ARTICLE 17 - SUBMITTAL OF BID

- 17.01 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement for Bids.
- 17.02 Bid shall be enclosed in an opaque sealed envelope plainly marked on the outside with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) the name and address of the Bidder. Bid shall be accompanied by Bid security and other required documents.
- 17.03 If the Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED". A mailed Bid shall be addressed to: Buffalo Urban Development Corporation (BUDC) c/o Peter Cammarata, 275 Oak Street, Buffalo, New York, 14203.

ARTICLE 18 - MODIFICATION OR WITHDRAWAL OF BID

- 18.01 Withdrawal Prior to Bid Opening:
- A. A Bid may be withdrawn by an appropriate document duly executed, in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time fixed for the opening of Bids. Upon receipt of such written notice, the unopened Bid will be returned to the Bidder.
- 18.02 Modification Prior to Bid Opening:

- A. If a Bidder wishes to modify its Bid, Bidder must withdraw its initial Bid in the manner specified in Paragraph 18.01.A and submit a new Bid.

ARTICLE 19 - OPENING OF BIDS

- 19.01 Bids will be opened at the time and place where Bids are to be submitted and, unless obviously non-responsive, read aloud publicly. An abstract of the Bids will be made available to Bidders after the opening.
- 19.02 Bids received by mail or otherwise after the date and time specified for the opening of Bids will not be accepted and will be returned to the Bidder unopened.

ARTICLE 20 - DISQUALIFICATION OF BIDDERS

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

ARTICLE 21 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 21.01 All Bids shall remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

ARTICLE 22 - EVALUATION OF BIDS AND AWARD OF CONTRACT

- 22.01 Owner reserves the right to reject any or all Bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. Owner also reserves the right to waive any informality not involving price, time or changes in the Work.
- 22.02 Owner reserves the right to reject any Bid not accompanied by specified documentation and Bid security.
- 22.03 Owner reserves the right to reject any Bid that, in its sole discretion, is considered to be unbalanced or unreasonable as to the amount bid for any lump sum or unit price item.

- 22.04 In evaluating Bidders, Owner will consider the qualifications of Bidders, whether or not their Bids comply with the prescribed requirements, the alternatives, if any, the lump sum and unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Award.
- 22.05 Owner may consider the qualifications and experience of Subcontractors, Suppliers and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 22.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications and financial ability of the Bidders to perform the Work in accordance with the Contract Documents. OWNER reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- 22.07 If a Contract is to be awarded, Owner will award the Contract to the lowest responsive and responsible Bidder who has neither been disqualified nor rejected pursuant to Article 20 or this Article 22.
- 22.08 Owner reserves the right to accept any Bid deemed to be in its best interests even though the Bid chosen may result in the award of the Contract to a Bidder whose Bid is not, on a mathematical basis alone, the low Bid.

ARTICLE 23 - CONTRACT SECURITIES

- 23.01 Performance Bond shall be in the form of Engineers Joint Contract Documents Committee (EJCDC) "Construction Performance Bond", C610. Payment Bond shall be in the form of EJCDC "Construction Payment Bond", C615. The amounts of and other requirements for Performance and Payment Bonds are stated in Paragraph 5.01 of the General Conditions. The requirements for delivery of Bonds are stated in Paragraph 2.01 of the General Conditions. Additional requirements may be stated in the Supplementary Conditions.
- 23.02 Successful Bidder shall within five days from the date of the Notice of Award deliver to Owner, for Owner's review and approval, the Performance Bond and the Payment Bond Contractor proposes to furnish at the time of the execution of the Agreement.

ARTICLE 24 - CONTRACTOR'S INSURANCE

- 24.01 The requirements for Contractor's insurance are stated in Article 5 of the General Conditions and in the Supplementary Conditions. The requirements for delivery of certificates of insurance are stated in Paragraph 2.01.B of the General Conditions.

ARTICLE 25 - SIGNING OF AGREEMENT

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

ARTICLE 26 - NOTICE TO PROCEED

26.01 Issuance of the Notice to Proceed shall be as stated in Article 2 of the General Conditions.

ARTICLE 27 - PARTNERING

Not Used in this Contract

ARTICLE 28 - SALES AND USE TAXES

28.01 Refer to Supplementary Conditions paragraph SC-6.10 for information on Owner's exemption from sales and use taxes on materials and equipment to be incorporated into the Work. Do not include said taxes in Bid.

ARTICLE 29 - ADDITIONAL REQUIREMENTS

29.01 Wage Rates: The Supplementary Conditions set forth requirements for the payment by the Contractor of General Prevailing Minimum Wage Rates as determined by the Commonwealth of Pennsylvania Department of Labor and Industry.

29.02 Excess Cost of Office and Field Engineering: Provisions for the Contractor to pay for excess costs for office and field engineering are set forth in the Supplementary Conditions.

++ END OF INSTRUCTIONS TO BIDDERS ++

BID FORM

BLCP Soil Stockpile Excavation / Reuse Project

Contract 2008-1

TABLE OF ARTICLES

1. Bid Recipient
2. Bidder's Acknowledgements
3. Bidder's Representations
4. Basis of Bid
5. Time of Completion
6. Attachments to this Bid
7. Defined Terms
8. Bid Submittal

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

BUDC
275 Oak Street, Suite 150
Buffalo, New York 14203

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the price(s) and within the times indicated in this Bid and in accordance with the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign the Agreement and will furnish the required contract security, and other required documents within the time periods set forth in the Bidding Documents.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

Addendum No.	Date Received	Addendum No.	Date Received
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions identified at the Site, if any, which that have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may effect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

- G. Bidder is aware of the general nature of work (if any) 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.

3.02 Bidder further represents that:

- A. This Bid is genuine and is 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding;
- C. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner; and
- D. No person or persons acting in any official capacity for the Owner are directly or indirectly interested in this Bid, or in any portion of the profit thereof.

ARTICLE 4 - BASIS OF BID

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

Bid Schedules

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Cost</u>	<u>Total</u>
<u>BASE BID ITEMS:</u>					
1	Mobilization / Demobilization	<u>L.S.</u>	<u>1</u>	<u> </u>	<u> </u>
2	Clearing and Grubbing	<u>SF</u>	<u>60,000</u>	<u> </u>	<u> </u>
3	Excavation, Handling, Sorting and Re-Grading of Acceptable Fill Located Within the Parcel 2 Stockpile Area	<u>CY</u>	<u>6,000</u>	<u> </u>	<u> </u>
4	Excavation, Handling, Sorting and On-Site Stockpiling of Waste Material Located Within the Parcel 2 Stockpile Area	<u>CY</u>	<u>500</u>	<u> </u>	<u> </u>
5	Restoration	<u>L.S.</u>	<u>1</u>	<u> </u>	<u> </u>
Total Base Bid (Items 1 – 5)					<u> </u>

ALTERNATE BID ITEMS:

A1	(TO ADD) TO ITEM 4: Off-Site Disposal (in Lieu of On-Site Stockpiling) of Waste Material Located Within the Parcel 2 Stockpile Area	<u>CY</u>	<u>500</u>	<u> </u>	<u> </u>
A2	Additional Parcel 2 Grading	<u>Day</u>	<u>5</u>	<u> </u>	<u> </u>

ARTICLE 5 - TIME OF COMPLETION

- 5.01 Bidder agrees that the Work will be substantially complete and completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 5.02 Bidder accepts the provisions of the Agreement as to liquidated and special damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 6 - ATTACHMENTS TO THIS BID

- 6.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of _____.
 - B. Required Bidder Qualifications Statement with supporting data.
 - C. A tabulation of Subcontractors, Suppliers and other individuals and entities required to be identified in this Bid.
 - D. Non-collusion Bidding Certification.

ARTICLE 7 - DEFINED TERMS

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

ARTICLE 8 - BID SUBMITTAL

- 8.01 This Bid submitted on _____, 20__ by:

If Bidder is:

An Individual

Name (Typed or Printed): _____

By _____
(Individual's Signature)

Doing business as _____

License or Registration Number: _____

Business Address: _____

Phone No.: _____ Facsimile: _____

A Partnership

Partnership Name: _____

By: _____

(Signature of General Partner - Attach evidence of authority to sign)

(Name (Typed or Printed): _____

License or Registration Number: _____

Business Address: _____

Phone No.: _____ Facsimile: _____

A Corporation

Corporation Name: _____

(State of Incorporation)

By _____

(Signature - Attach evidence of authority to sign)

Name and Title (Typed or Printed): _____

(CORPORATE
SEAL)

Attest: _____

(Secretary)

License or Registration Number: _____

Business Address: _____

Phone No.: _____ Facsimile: _____

Limited Liability Company

By: _____
(Firm Name)

(State of Formation)

By: _____
(Signature of Member/Authorized to Sign)

(Printed or Typed Name and Title of Member Authorized to Sign)
(Attach evidence of authority to sign.)

License or Registration Number: _____

Business Address: _____

Phone No.: _____ Facsimile: _____

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____

By: _____
(Signature of First Joint Venturer - Attach evidence of authority to sign)

Name (Typed or Printed): _____
(Title)

Title: _____

Second Joint Venturer Name: _____

By: _____

(Signature of Second Joint Venturer - Attach evidence of authority to sign)

Name (Typed or Printed): _____

(Title)

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

Business Address: _____

Phone and FAX number and address for receipt of communications to joint venture:

Phone: _____ Facsimile: _____

++ END OF BID FORM ++

BID BOND
(Penal Sum Form)

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

BIDDER (Name and Address):

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

OWNER:

Buffalo Urban Development Corporation (BUDC)
275 Oak Street
Buffalo, New York 14203

BID

Bid Due Date: _____

Project:

BLCP Soil Stockpile Excavation / Reuse Project, Buffalo, New York

BOND

Bond Number: _____

Date: (Not later than Bid due date): _____

Penal Sum: _____

(Words)

(Figures)

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

BIDDER

SURETY

_____(Seal)

Bidder's Name and Corporate Seal

_____(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title

Attest: _____

Signature and Title

-
- Notes: (1) Above addresses are to be used for giving required notice.
(2) Adapted from EJCDC No. C-430 2002 Edition (1990 Edition).

1.0 Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.

2.0 Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3.0 This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5.0 hereof).

4.0 Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5.0 Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6.0 No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4.0 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7.0 Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8.0 Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9.0 Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10.0 This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11.0 The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

++END OF BID BOND++

BIDDER QUALIFICATIONS STATEMENT

(Completion of this statement is required in advance of
consideration for award of Contract.)

SUBMITTED TO:

BUDC
275 Oak Street, Suite 150
Buffalo, New York 14203

SUBMITTED FOR:

BLCP Soil Stockpile Excavation / Reuse Project, Buffalo, New York

SUBMITTED BY:

Name of Organization: _____
(Print or Type Name of Bidder)

Name of Individual: _____

Title: _____

Business Address: _____

Telephone No.: _____

Fax No.: _____

Gentlemen:

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

(Note: Attach additional sheets as required.)

1.0 Bidder's General Business Information

1.1 Check if:

Corporation Partnership Joint Venture Sole Proprietorship

If Corporation:

A. Date and State of Incorporation:

B. List of Executive Officers:

Name	Title
_____	_____
_____	_____
_____	_____

If Partnership:

A. Date and State of Organization:

B. Names of Current General Partners:

C. Type of Partnership

General Publicly Traded

Limited Other (described): _____

If Joint Venture:

A. Date and State of Organization:

B. Name, Address and Form of Organization of Joint Venture Partners: (Indicate managing partner by an asterisk *):

If Sole Proprietorship:

A. Date and State of Organization:

B. Name and Address of Owner or Owners:

- 2.0 How many years has your organization been in business as a general, electrical, plumbing contractor? _____
- 3.0 If your organizational structure has changed within the past five years, provide data as listed above in Item 1.0 for your previous organization.
- 4.0 Do you plan to subcontract any part of this project? _____ If so, give details.
- 5.0 Has any construction contract to which you have been a party been terminated by the owner; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with a contract for which they furnished a bond on your behalf? If the answer to any portion of this question is "yes", furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.
- 6.0 Has any officer or partner of your organization ever been an officer or partner of another organization that had any construction contract terminated by the owner; terminated work on a project prior to its completion for any reason; had any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond? If the answer to any portion of this question is "yes", furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.

- 7.0 In the last five years, has your organization, or any predecessor organization, failed to substantially complete a project in a timely manner? If the answer to this question is "yes", furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.
- 8.0 On Schedule A, attached, list name, location and description of project, owner, architect or engineer, contract price, percent complete and scheduled completion of the major construction projects your organization has in progress on this date. Provide name, address and telephone number of a reference for each project listed.
- 9.0 On Schedule B, attached, list name, location and description of project, owner, architect or engineer, contract price, date of completion and percent of work with your own forces of major projects of the same general nature as this project which your organization has completed in the past five years. Provide name, address and telephone number of a reference for each project listed.
- 10.0 On Schedule C, attached, list name and construction experience of the principal individuals of your organization directly involved in construction operations.
- 11.0 List the states and categories of construction in which your organization is legally qualified to do business.
- 12.0 Provide the following for your surety:
- 12.1 Surety Company: _____
- 12.2 Agent: _____
- A. Address: _____
- B. Telephone No.: _____

12.3 What is your approximate total bonding capacity?

- \$500,000 to \$2,000,000
- \$2,000,000 to \$5,000,000
- \$5,000,000 to \$10,000,000
- \$10,000,000 or more

13.0 Provide the following with respect to an accredited banking institution familiar with your organization.

13.1 Name of Bank: _____

13.2 Address: _____

13.3 Account Manager: _____

13.4 Telephone No.: _____

14.0 Provide the name, address and telephone number of an individual who represents a major equipment/material supplier whom the Owner may contact for a financial reference:

15.0 Dated at _____, this _____ day of _____, 20__.

Bidder: _____
(Print or Type Name of Bidder)

By: _____

Title: _____

Attachments A, B and C

(Seal, if corporation)

++END OF BIDDER QUALIFICATIONS STATEMENT++

ATTACHMENT A

SCHEDULE A
PROJECTS IN PROGRESS

<u>Name, Location and Description of Project</u>	<u>Owner</u>	<u>Architect or Engineer</u>	<u>Contract Price</u>	<u>Percent Complete</u>	<u>Scheduled Completion</u>	<u>Reference/Contract Include Address and Phone</u>
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ATTACHMENT B

**SCHEDULE B
PROJECTS COMPLETED**

<u>Name, Location and Description of Project</u>	<u>Owner</u>	<u>Architect or Engineer</u>	<u>Date Completed</u>	<u>Contract Price</u>	<u>Percent with Own Forces</u>	<u>Reference/Contract Include Address and Phone</u>
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ATTACHMENT C

SCHEDULE C
PERSONNEL

<u>Name</u>	<u>Position</u>	<u>Date Started With This Organization</u>	<u>Date Started In Construction</u>	<u>Prior Positions and Experience In Construction</u>
-------------	-----------------	--	---	---

NON-COLLUSIVE BIDDING CERTIFICATION

(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 his knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items to be procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

The bidder certifies that the bidder has not been convicted or found liable for any act prohibited by Federal or State law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three years.

The inability of the bidder to provide this certification may be grounds for consideration to decline the award of this contract on the basis of lack of responsibility.

The undersigned CERTIFIES, under penalty of perjury, that he is authorized to make this bid and execute this statement of non-collusion; that each of the statements contained in (1), (2) and (3) of paragraph (a) are true; that he is familiar with the statements and restrictions contained in paragraph (b) and the paragraph regarding the publication of price lists, etc. and such statements and restrictions are true and have been complied with by the bidder.

(Name of Individual, Partnership or Corporation)

By: _____
(Person authorized to sign, and Title)

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year _____, by and between the BUDC (herein after called Owner) and _____ (hereinafter called Contractor).

WITNESSETH: Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall at its own cost and expense furnish all labor, services, tools, materials, equipment and incidentals necessary to complete all Work as specified or indicated in the Contract Documents to construct the BLCP Soil Stockpile Excavation and Re-Use Project (Contract No. 2008-1). The Work is generally described in Section 01110 of the General Requirements.

ARTICLE 2 - PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:
- A. Excavation, handling, and sorting of existing soil stockpile material located within Parcel 2 as specified and shown on the Drawings.
 - B. Temporary stockpiling of materials not amenable for re-grading within Parcel 3 limits.
 - C. On-site hauling and re-grading of stockpiled materials as specified and shown on the Drawings
 - D. Restoration as specified in the Contract Documents.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Malcolm Pirnie, Inc., 50 Fountain Plaza, Suite 600, Buffalo, NY 14202, who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be substantially completed within 30 days after the date when the Contract Times commence to run as provided in Section 01110 Summary of Work, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 45 days from the date when the Contract Times commence to run.

4.03 Liquidated Damages

- A. Owner and Contractor recognize that time is of the essence of this Agreement and Owner will suffer financial loss, apart from the costs described in Paragraph 4.04.A, if the Work is not substantially completed within the time specified in Paragraph 4.02.A for Substantial Completion, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Contractor also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02.A for Substantial Completion (adjusted for any changes thereof made in accordance with Article 12 of the General Conditions) until the Work is substantially complete.

4.04 Special Damages

- A. In addition to the amount provided for liquidated damages, Contractor shall pay OWNER the actual costs reasonably incurred by Owner for engineering and inspection forces employed for the Work for each day that expires after the days specified in Paragraph. 4.02.A for Substantial Completion (adjusted for any changes thereof made in accordance with Article 12 of the General Conditions) until the Work is substantially complete.
- B. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner the actual costs reasonably incurred by Owner for engineering and inspection forces employed for the Work for each day

that expires after the time specified in Article 3 for Work to be completed and ready for final payment (adjusted for any extensions thereof made in accordance with Article 12 of the General Conditions) until the Work is completed and ready for final payment.

- 4.05 Owner may deduct liquidated damages and special damages as determined by the provisions of this Article 4 from progress payments due Contractor under this Agreement.

ARTICLE 5 - CONTRACT PRICE

- 5.01 Owner shall pay Contractor, in current funds, for completion of the Work in accordance with the Contract Documents the prices stated in Contractor's Bid, which Bid is attached hereto and identified as Exhibit 1 of this Agreement. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer. Contractor's Applications for Payment will be due on the 30th day of the month. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements. A progress payment will not be made whenever the value of the Work completed since the last previous progress payment is less than \$5,000 dollars.

1. Prior to Substantial Completion

- a. Progress payments will be made in the amount of 95 percent of the Work completed, (with the balance being retainage), less the aggregate of payments previously made and less such amounts as Engineer shall

determine, or Owner may withhold, in accordance with Paragraph 14.02 of the General Conditions; and

b. 95 percent of the cost of materials and equipment not incorporated in the Work but suitably stored (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment:

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 As part of the inducement for Owner to enter into this Agreement Contractor makes the following representations:

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

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

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

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions,

and (2) reports and drawings of a Hazardous Environmental Condition identified at the Site, if any, which have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

- E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may effect 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 expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the performance of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 The Contract Documents consist of the following:

- A. This Agreement (9 pages).
- B. Performance Bond (2 pages).
- C. Payment Bond (2 pages).
- D. General Conditions (54 pages).

- F. Supplementary Conditions (16 pages plus Appendix A and Appendix B).
 - G. Prevailing Wage Rates
 - H. Specifications, as listed in the table of contents of the Project Manual.
 - I. The Drawings comprising a set entitled BLCP Soil Stockpile Excavation / Reuse Project, dated January 2008, and including the following:
 - Title Sheet
 - Sheets numbered G1 through G5, inclusive
 - J. Addenda consisting of Numbers ____ to ____, inclusive.
 - K. Exhibits to the Agreement enumerated as follows:
 - 1. Exhibit 1, Contractor's Bid (_____ pages).
 - L. The following, which may be delivered or issued on or after the Effective Date of the Agreement, and are not attached hereto:
 - 1. Notice to Proceed.
 - 2. Work Change Directives
 - 3. Change Order(s)
- 9.02 The documents listed in Paragraph 9.01 above are attached to this Agreement (except as expressly noted otherwise above). Documents not attached are incorporated by reference. There are no Contract Documents other than those listed in this Article 9.
- 9.03 The Contract Documents may only be amended or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Waiver

- A. The waiver by the Owner of any breach or violation of any term, covenant, or condition of this Agreement or of any Law or Regulation shall not be deemed to be a waiver of any other term, covenant, condition, or Law or Regulation or of any subsequent breach or violation of the same or of any other term, covenant, condition, or Law or Regulation. The subsequent payment of any monies or fee by the Owner which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by Contractor of any term, covenant, condition of this Agreement or of any applicable Law or Regulation.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement on the day and year first written above.

This Agreement will be effective on _____, 20____ (which is the Effective Date of the Agreement).

Owner: _____ Contractor: _____

By: _____ By: _____

Title: _____ Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Title: _____

Title: _____

Address for giving notices

Address for giving notices

(If Owner is a corporation, partnership, or limited liability company, attach evidence of authority to sign) (If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

License No. _____
(where applicable)

Agent for service of process: _____

(If Contractor is a corporation, partnership, or limited liability company, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone No.: _____

Phone No.: _____

Fax No.: _____

Fax No.: _____

++END OF AGREEMENT++

PERFORMANCE 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

Bond Number:

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 Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company:

SURETY

Signature: _____ (Seal)
Name and Title:

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

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

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:

SURETY

Signature: _____ (Seal)
Name and Title:

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

EJCDC No. C-610 (2002 Edition)

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

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;
2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. 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.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory 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.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

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

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker
Owner's Representative (engineer or other party)

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

Bond Number:

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

SURETY

Company:

Signature: _____ (Seal)

Name and Title:

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

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

Attest:

Signature and Title

CONTRACTOR AS PRINCIPAL

SURETY

Company:

Signature: _____ (Seal)

Name and Title:

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

EJCDC No. C-615 (2002 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. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

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

2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and 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 Contractor and Surety, and provided there is no Owner Default.

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

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

4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to 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 Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to 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 or equipment were furnished or supplied, or for whom the labor was done or performed; and

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

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

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

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

6.1. Send an answer to that Claimant, with a copy to 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. 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 Surety.

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

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. 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. 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 Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or 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 requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory 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, 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 Contractor, or with a first-tier subcontractor of 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 Contractor and 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 Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

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

FOR INFORMATION ONLY - Name, Address and Telephone

Surety Agency or Broker:

Owner's Representative (engineer or other party):

GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT

Adapted from Standard General Conditions of the
Construction Contract, EJCDC No. C-700 (2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda* - Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement* - The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment* - The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos* - Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid* - The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder* - The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents* - The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements* - The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order* - A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim* - A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract* - The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
 12. *Contract Documents* - Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
 13. *Contract Price* - The moneys payable by Owner to Contractor for completion of the Work in

accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times* - The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor or CONTRACTOR* - The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work* - See Paragraph 11.01.A for definition.
17. *Drawings* - That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement* - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer or ENGINEER* - The individual or entity named as such in the Agreement.
20. *Field Order* - A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements* - Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.
22. *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.
23. *Hazardous Waste* - The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *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.
25. *Liens* - Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone* - A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
27. *Notice of Award* - The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed* - A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner or OWNER* - The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs* - Polychlorinated biphenyls.
31. *Petroleum* - Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule* - A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project* - The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual* - The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material* - Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Related Entity* - An officer, director, partner, employee, agent, consultant, or subcontractor.
37. *Resident Project Representative* - The authorized representative of Engineer who may be assigned to the Site or any part thereof.
38. *Samples* - Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
39. *Schedule of Submittals* - A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
40. *Schedule of Values* - A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
41. *Shop Drawings* - All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
42. *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.
43. *Specifications* - That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
44. *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.
45. *Substantial Completion* - The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently

complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder* - The Bidder submitting a responsive Bid to whom Owner makes an award.
47. *Supplementary Conditions* - That part of the Contract Documents which amends or supplements these General Conditions.
48. *Supplier* - A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.
49. *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.
50. *Unit Price Work* - Work to be paid for on the basis of unit prices.
51. *Work* - The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
52. *Work Change Directive* - A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. *Intent of Certain Terms or Adjectives*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09

9.09 or any other provision of the Contract Documents.

C. *Day*

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

D. *Defective*

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

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

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

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer

responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

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

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

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

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 1. a Field Order;
 2. Engineer's approval of a Shop Drawing or Sample; (subject to the provisions of Paragraph 6.17.D.3);
or
 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

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

3.06 *Electronic Data*

- A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

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

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and
 - 2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

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

4.03 *Differing Subsurface or Physical Conditions*

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

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

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

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

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

- b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

- A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
- 1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and
 - 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data,
 - b. locating all Underground Facilities shown or indicated in the Contract Documents,
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
- B. *Not Shown or Indicated*
- 1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
 - 2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated

or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written

notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

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

5.03 *Certificates of Insurance*

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

5.04 *Contractor's Liability Insurance*

- A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 - 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 - 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
 - 1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers,

directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include completed operations insurance;
4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.
 - a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

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

5.06 (Not Used)

5.07 (Not Used)

5.08 (Not Used)

5.09 (Not Used)

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

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at

the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall 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 or received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

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

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

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

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

- a. in the exercise of reasonable judgment Engineer determines that:

- 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics,
- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,
- 3) it has a proven record of performance and availability of responsive service; and

- b. Contractor certifies that, if approved and incorporated into the Work:

- 1) there will be no increase in cost to the Owner or increase in Contract Times, and
- 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an

acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall 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:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;
 - b) 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 other work on the Project) to adapt the design to the proposed substitute item; and
 - c) 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;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services,
 - 4) and shall 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.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

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

- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 - 2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, 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, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

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

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or

other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

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

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

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

- C. *Cleaning:* Prior to Substantial Completion of the Work, Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

6.12 *Record Documents*

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

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:
- a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

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

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

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

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

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
 - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner;
 - 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 - 6. any inspection, test, or approval by others; or
 - 7. any correction of defective Work by Owner.

6.20 *Indemnification*

As used herein, the term "Indemnified Parties" shall mean Owner, Engineer, Erie County Industrial Development Agency, the County of Erie, the City of Buffalo, the State of New York, the New York State Department of Transportation; and the term "Indemnified Party" shall mean any of the foregoing parties. To the fullest extent permitted under applicable law, Contractor agrees to indemnify and hold harmless the Indemnified Parties from any and all loss or liabilities (INCLUDING STRICT LIABILITY IN TORT), costs and expenses resulting from any claims for damages (including incidental and consequential damages), suits, actions, recoveries, judgments or executions (including costs, expenses and reasonable attorneys' fees) which may be made, sought, had, brought or recovered against any Indemnified Party by reason of, or on account of, injury (including death resulting therefrom) to any person whomsoever, including Contractor and its employees, or for damage to the property of any person whomsoever, including Contractor and its employees, caused by, arising from, incident to, connected with or growing out of the carrying out of any of the terms of this Contract, except if caused solely by the Indemnified Party's gross negligence or willful misconduct. Contractor agrees to assume, at Contractor's expense, the defense of any such suit, action or proceeding caused by or arising from, incident to, connected with, threatened or growing out of the carrying out of any of the terms of this Contract upon receiving prompt notice from any Indemnified Party of such suit or threatened suit or, at the Indemnified Party's option, such Indemnified Party may retain independent counsel to defend such suit, action or proceeding and Contractor shall be responsible for any pay all costs and expenses of such a defense, including, but not limited to, all reasonable attorneys' fees incurred by any Indemnified Party thereby. The indemnifications and protections set forth in

this section shall be extended, with respect to each Indemnified Party, to its members, directors, officers, employees, agents and servants and persons under such Indemnified Party's control or supervision. To effectuate the purposes of this section, the Contractor will provide for and insure, in the liability insurance policies required by this Contract, not only its own liability with respect to matters mentioned in this section but also the liability pursuant to this section. All Indemnified Parties shall be named as additional insureds on such liability insurance policies. The indemnifications and protections set forth in this paragraph shall be in addition to those set forth elsewhere in the Contract Documents.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting,

and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Legal Relationships*

- A. Paragraph 7.01.A is not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Furnish Data*

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

8.03 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.04 *Lands and Easements; Reports and Tests*

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

8.05 *Insurance*

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

8.06 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.07 *Inspections, Tests, and Approvals*

- A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.08 *Limitations on Owner's Responsibilities*

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

8.09 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.10 *Evidence of Financial Arrangements*

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

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and

programs incident to Contractor's Work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

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

9.05 *Rejecting Defective Work*

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

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

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

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

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part,
 2. approve the Claim, or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- E. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

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

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular

working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

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

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*

- 1. Contractor agrees that:

- a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
- b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for 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.
- C. If Owner, Engineer, or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- D. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of other contractors or utility owners, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.D.
- E. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

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

13.01 *Notice of Defects*

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

13.02 *Access to Work*

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

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure,

observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. repair such defective land or areas; or
 - 2. correct such defective Work; or
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. 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.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. 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.

- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

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

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Value*

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

14.02 *Progress Payments*

A. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

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

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.
 3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 *Contractor's Warranty of Title*

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

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. *Application for Payment*

- 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
- 2. The final Application for Payment shall be accompanied (except as previously delivered) by:

- a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. 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
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their

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

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

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

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of Paragraph 10.05, Owner and Contractor may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. 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
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

++ END OF GENERAL CONDITIONS ++

SUPPLEMENTARY CONDITIONS

SCOPE

These Supplementary Conditions amend or supplement the General Conditions. All provisions of the General Conditions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to the singular and plural thereof.

SC-1.01.A.15 Add a new sentence to Paragraph 1.01.A.15 that is to read as follows:

Whenever the Project is to be constructed under multiple direct Contracts, the term "Contractor" shall mean the appropriate prime Contractor. Whenever a specific prime Contractor is referred to, terms such as "General Contractor", "Electrical Contractor", etc. will be used.

SC-1.01.A.53 Add a new definition immediately following Paragraph 1.01.A.52, that is to read as follows:

SC-1.01.A.53 *Consulting Engineer*: The firm of Malcolm Pirnie, Inc., 50 Fountain Plaza, Suite 600, Buffalo, NY 14202 and its duly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

SC-4.02 Add a new Paragraph immediately after Paragraph 4.02.B that is to read as follows:

SC-4.02.C In the preparation of the Drawings and Specifications, Engineer has relied upon:

1. The following report of explorations and tests of subsurface conditions at the Site.
 - a. Summary of Test Pit Explorations – Existing Fill Stockpiles, BLCP by Empire GEO Services.
 - b. The technical data contained in such report upon which Contractor may rely are: the boring method, the locations and logs of the borings, the levels of subsurface water (if any), laboratory test methods and results, and similar factual data. Bore hole information represents subsurface characteristics to the extent indicated, only for the point location of the bore hole and, with regard to the level of subsurface water (if any), only at the time the boring was made. Contractor shall make its own

interpretations of the subsurface characteristics to be encountered between bore holes and its own interpretations of the fluctuation of the level of subsurface water (if any) at and between bore holes.

- g. A copy of the above report is available for review at ENGINEER's office upon 48 hours' notice to the ENGINEER.

SC-4.06.A

Add a new Paragraph immediately after Paragraph 4.06.A that is to read as follows:

SC-4.06.A.1 In the preparation of the Drawings and Specifications, Engineer has relied upon:

- a. The following report of a Hazardous Environmental Condition at the Site.
 - 1) Site Characterization and Environmental Assessment – Hanna Furnace Site by RECRA Environmental.
 - 2) Remedial Action Work Plan Hanna Furnace Site – The Former Railroad Yard Area (Subparcel 1) by Malcolm Pirnie, Inc.
 - 3) Remedial Action Work Plan Hanna Furnace Site: Subparcel 2 by O'Brien & Gere Engineers, Inc.
 - 4) Site Investigation and Remedial Alternatives Analysis – Parcel 3 by URS Corp.
 - 5) Certification Report for Buffalo Lakeside Commerce Park, Buffalo's Union Ship Canal Redevelopment – Phase 1 by URS Corp.
 - 6) The technical data contained in such report upon which Contractor may rely are: the boring method, the locations and logs of the borings, the levels of subsurface water (if any), laboratory test methods and results, and similar factual data. Bore hole information represents subsurface characteristics to the extent indicated, only for the point location of the bore hole and, with regard to the level of subsurface water (if any), only at the time the boring was made. Contractor shall make its own interpretations of the subsurface characteristics to be encountered between bore holes and its own interpretations of the fluctuation of the level of subsurface water (if any) at and between bore holes.
 - 7) A copy of the above report is available for review at ENGINEER's office upon 48 hours' notice to the ENGINEER.

SC-5.04.B.1

Change the second and third lines of Paragraph 5.04.B.1 by replacing the term, "Owner and" with the term, "Owner, Engineer, ECIDA, City of Buffalo, and New York State,".

SC-5.04.C

The limits of liability for the insurance required by Paragraph 5.04 shall provide coverage for not less than the following amounts, or greater where required by law:

1. Such insurance shall be furnished, if required in the project, with an aggregate of not less than \$6,000,000 for damages as a result of more than one occurrence.
2. For workers' compensation, and related coverage under Paragraphs 5.04.A.1. and 5.04.A.2.:
 - a. Workmen's Compensation: Unlimited
 - b. Railroad (AAR-AASHTO Form):

Bodily Injury:	\$2,000,000
Property Damage:	\$2,000,000
3. For Contractor's general liability insurance under Paragraphs 5.04.A.3 through 5.04.A.5 and Paragraph 5.04.B (including Premises-Operations, Independent Contractor's Protection, Products and Completed Operations, Broad Form Property Damage, Contractual Liability):
 - a. Contractor's Liability:

Bodily Injury:	\$2,000,000 to \$6,000,000
Property Damage:	\$2,000,000
 - b. Comprehensive Liability Insurance:

Bodily Injury:	\$2,000,000 to \$6,000,000
Property Damage:	\$2,000,000
 - c. Umbrella from Excess Liability: \$2,000,000
4. For Contractor's Automobile Liability under Paragraph 5.04.A.6:
 - a. Bodily Injury: \$2,000,000 to \$6,000,000
 - b. Property Damage: \$500,000

SC-5.06 through SC-5.09, inclusive.

Add new paragraphs immediately after Paragraph 5.05 that are to read as follows:

SC-5.06. *Property Insurance*

- A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost of the Work. This insurance shall:
 1. Include the interests of Owner, Contractor, Subcontractors, Engineer, and other individuals or entities identified herein, 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 insured or additional insured;

- a. In addition to the individuals or entities specified above, include as additional insureds, the following:
 - 1) ECIDA
 - 2) City of Buffalo
 - 3) New York State
 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, falsework, 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.
 3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. Cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. Allow for partial utilization of the Work by Owner;
 6. Include testing and start-up; and
 7. Be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.
- B. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph SC-5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph SC-5.07.

- C. The risk of loss within any deductible amount applicable to the policies of insurance purchased in accordance with this Paragraph SC-5.06 will be borne by Contractor, Subcontractors, or others suffering such loss.

SC-5.07. *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph SC-5.06 will protect Owner, Contractor, Subcontractors, Engineer, and all other individuals or entities identified in Paragraph SC-5.06 to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of 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, and all other individuals or entities identified in Paragraph SC-5.06 to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, Engineer, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner

during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04 or after final payment pursuant to Paragraph 14.07.

- C. Any insurance policy maintained by Owner covering any loss, damage, or consequential loss referred to in Paragraph SC-5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, Engineer, and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them.

SC-5.08. Receipt and Application of Insurance Proceeds

- A. Any insured loss under the policies of insurance required by Paragraph SC-5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph SC-5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

SC-5.09. Partial Utilization, Acknowledgment of Property Insurer

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph SC-5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

SC-6.02.B

Add new paragraphs immediately after Paragraph 6.02.B that are to read as follows:

SC-6.02.B.1 Except where otherwise prohibited by Laws or Regulations, regular working hours are defined as up to 10 hours per day, beginning no earlier than 7:00 AM and ending no later than 5:00 PM.

SC-6.02.B.2 Maintenance and cleanup activities may be performed during hours other than regular working hours provided that such activities do not require the startup or operation of construction equipment.

SC-6.02.B.3 If it shall become absolutely necessary to perform Work at night or on Saturdays, Sundays, or legal holidays, written notice shall be submitted to Owner and Engineer at least two days in advance of the need for such Work. Owner will only consider the performance of such Work as can be performed satisfactorily under the conditions. Good lighting and all other necessary facilities for carrying out and observing the Work shall be provided and maintained where such Work is being performed at night.

SC-6.02.B.4 If Owner authorizes Work during other than regular working hours, Contractor shall reimburse Owner for all Owner's additional costs associated with such Work, including, but not necessarily limited to, the overtime costs for Owner's, and Engineer's personnel on the Site and other additional costs assessed against or incurred by the Owner. At Owner's option, such additional costs may either be deducted from Contractor's progress payments or deducted from the retained amount prior to release following Substantial Completion.

SC-6.07.B

Change the first sentence of Paragraph 6.07.B by replacing the term "Owner and Engineer" with the term "Owner, Engineer, and Consulting Engineer".

SC-6.09. Add a new paragraph immediately after Paragraph 6.09.C that is to read as follows:

SC-6.09.D Refer to Article SC-18 for Laws and Regulations that, by terms of said Laws and Regulations, are to be included in the Contract Documents. The failure to include in Article SC-18 any Law or Regulation applicable to the performance of the Work does not diminish Contractor's responsibility to comply with all Laws and Regulations applicable to the performance of the Work.

SC-6.10. Add new paragraphs immediately after Paragraph 6.10.A, that is to read as follows:

SC-6.10.B TAXES

a. The Contractor shall pay any and all Federal, State, County or City taxes which may be applicable thereto.

b. OWNER IS EXEMPT FROM PAYMENT OF SALES AND COMPENSATING USE TAXES IMPOSED BY THE STATE OF NEW YORK OR BY ANY COUNTY, SCHOOL DISTRICT, OR CITY WITHIN THE STATE ON ALL SUPPLIES AND MATERIALS SOLD TO IT AND ALL RENTAL FEES FOR ALL EQUIPMENT USED ON OR FOR THE PROJECT PURSUANT TO THE PROVISIONS OF THIS CONTRACT. THE SALE OF SUCH SUPPLIES AND MATERIALS BY THE CONTRACTOR TO OWNER AND THE RENTAL FEES FOR EQUIPMENT WILL NOT THEREFORE BE SUBJECT TO THE AFORESAID SALES OR COMPENSATING USE TAXES. THE PURCHASE BY THE CONTRACTOR OF THE SUPPLIES AND MATERIALS SOLD HEREUNDER WILL BE A PURCHASE OR PROCUREMENT FOR RESALE AND THEREFORE NOT SUBJECT TO SUCH SALES AND COMPENSATING USE TAXES. ALL SUCH TAXES SHALL NOT BE INCLUDED IN THE BIDS.

c. With respect to such supplies and materials sold hereunder, the Contractor, at the request of Owner, shall furnish Owner such bills of sale and other instruments as may be required by it, properly executed, acknowledged and delivered, assuring to it title to such supplies and materials free of encumbrances, and the Contractor shall mark or identify all such supplies and materials as the property of Owner.

d. Until such time as the materials are incorporated into the building and a bill of sale, or other instrument, is required or delivered to Owner, the Contractor shall be solely responsible for the proper care and protection of all his materials, equipment, tools and other items on the site and he shall make no claim against Owner on account of damage to or loss of such materials and other items, including any loss or damage due to fire, theft or natural elements.

SC-6.10.C SOCIAL SECURITY TAXES, ETC.

a. The Contractor, for the agreed consideration, promises and agrees to pay the taxes measured by the wages of his employees required by the Federal Social Security Act and all amendments thereto, and to accept the exclusive liability for said taxes. The Contractor further promises and agrees to indemnify and hold the Owner harmless on account of any other tax measured by the wages aforesaid of employees of the Contractor and his subcontractors, assessed against the Owner under authority of said law or any other law, Federal, State or Local.

SC-6.15 Add a new paragraph immediately after Paragraph 6.15.A that is to read as follows:

SC-6.15.B Contractor shall be responsible for coordinating 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 all Laws and regulations. Contractor shall provide a centralized location for the maintenance of the material safety data sheets or other hazard communication information required to be made available by any employer on the Site. Location of the material safety data sheets or other hazard communication information shall be readily accessible to the employees of employers on the Site.

SC-6.19.A Supplement Paragraph 6.19.A by adding, after the term, "Engineer" in the second sentence, the term "and Consulting Engineer".

SC-6.20.A. Change the first sentence of Paragraph 6.20.A by replacing the term "Owner and Engineer" in the first sentence, with the term ", Owner, Engineer and Consulting Engineer".

SC-6.20.B Change the first sentence of Paragraph 6.20.B by replacing the term "Owner or Engineer" with the term "Owner, Engineer or Consulting Engineer".

SC-7.03 Add a new paragraph immediately after Paragraph 7.02 that is to read as follows:

SC-7.03 *Separate Contractor Claims*

A. Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor's performance of the Work be made by any other contractor against Contractor, Owner or Engineer, Contractor shall promptly settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.

- B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising directly, indirectly, or consequentially out of or relating to any claim or action, legal or equitable, brought by any other contractor against Owner or Engineer to the extent said claim is based upon Contractor's performance of the Work.
- C. Should another contractor cause damage to the Work or property of Contractor at the Site or should the performance of work by any other contractor at the Site give rise to any other claim, Contractor shall not institute any action, legal or equitable, against Owner or Engineer, or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner or Engineer on account of any such damage or claim.
- D. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of another contractor and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim therefore in accordance with Article 12.

SC-9.03

Add a new paragraph immediately after Paragraph 9.03.A that is to read as follows:

SC-9.03.B Resident Project Representative (RPR) will be Engineer's employee or agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work shall in general be with Engineer and Contractor keeping Owner advised as necessary. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

1. Duties and Responsibilities to RPR:

- a. Schedules: Review the Progress Schedule, Schedule of Submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
- b. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
- c. Liaison:
 - 1) Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, and assist in providing understanding of the intent of the Contract Documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's operations on the Site.
 - 2) Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
- d. Shop Drawings and Samples:
 - 1) Record date of receipt of Shop Drawings and Samples, that are received at the Site.
 - 2) Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - 3) Advise Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by Engineer.
- e. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - 1) Conduct observations of the Work in progress on the Site to assist Engineer in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - 2) Report to Engineer when RPR believes that any Work is unsatisfactory, faulty, or defective or does not conform generally to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise Engineer of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
 - 3) Verify that tests, equipment, and systems startups, and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof; and

- observe, record, and report to Engineer appropriate details relative to the test procedures and startups.
- 4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.
- f. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
 - g. Modifications: Consider and evaluate Contractor's suggestions for modifications to Drawings or Specifications and report with RPR's recommendations to Engineer. Transmit to Contractor decisions issued by Engineer.
 - h. Records:
 - 1) Maintain at the Site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, and reproductions of original Contract Documents including all Addenda, Change Orders, Work Change Directives, Field Orders, additional Drawings issued subsequent to the execution of the Agreement, Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
 - 2) Keep a record recording Contractor's hours on the Site, weather conditions, data relative to questions on Change Orders or changed conditions, list of visitors to the Site, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 - 3) Record names, addresses, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - i. Reports:
 - 1) Furnish Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and Schedule of Submittals.
 - 2) Consult with Engineer in advance of scheduled major tests, inspections, or start of important phases of the Work.
 - 3) Prepare draft of proposed Change Orders, obtaining backup documents from Contractor, and provide recommendations to Engineer regarding Change Orders and Field Orders.
 - 4) Report immediately to Engineer and Owner upon the occurrence of any Site accident, any Hazardous Environmental Condition, emergencies or acts of God

endangering the Work, or property damage by fire or other cause.

- j. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission, and submit recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- k. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals, and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Engineer for review and forwarding to Owner prior to final payment for the Work.
- l. Completion:
 - 1) Before Engineer issues a certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - 2) Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public authorities having jurisdiction over the Work.
 - 3) Conduct final inspection in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed or corrected.
 - 4) Observe that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance of the Work.
- 2. Limitations of Authority of RPR: RPR shall not:
 - a. Authorize any deviation from the Contract Documents or substitution of materials or equipment, including "or equal" items.
 - b. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 - c. Undertake any of the responsibilities of Contractor, Subcontractors, or Contractor's superintendent.
 - d. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction, unless such advice or directions are specifically required by the Contract Documents.
 - e. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.

- f. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- g. Authorize Owner to occupy the Project in whole or in part.
- h. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

SC-17.07

Add a new paragraph immediately after Paragraph 17.06 that is to read as follows:

SC-17.07 Confidential Information:

- A. All Drawings, Specifications, technical data, and other information furnished to Contractor either by Owner or Engineer or developed by Contractor or others in connection with the Work are, and will remain, the property of Owner or Engineer, and shall not be copied or otherwise reproduced or used in any way except in connection with the Work, or disclosed to third parties or used in any manner detrimental to the interests of Owner or Engineer.
- B. The following information is not subject to the above confidentiality requirements:
 - 1. information in the public domain through no action of Contractor in breach of the Contract Documents; or
 - 2. information lawfully possessed by Contractor before receipt from Owner or Engineer; or
 - 3. information required to be disclosed by Laws or Regulations, or by a court or agency of competent jurisdiction. However, in the event Contractor shall be so required to disclose such information, Contractor shall, prior to disclosure, provide reasonable notice to Owner and Engineer, who shall have the right to interpose all objections Owner may have to the disclosure of such information.

ARTICLE SC-18 – STATUTORY REQUIREMENTS

SC-18.01 This Article contains portions of certain Laws or Regulations which, by provision of Law or Regulations, are required to be included in the Contract Documents. The material included in this Article may not be complete or current. Contractor's obligation to comply with all Laws and Regulations applicable to the Work is set forth in Paragraph 6.09 of the General Conditions.

SC-18.02 NEW/ADDITIONAL PERFORMANCE BOND AND OWNER'S PROTECTION BOND

a. If, at any time after execution of this Contract and the Performance Bond and Labor and Materials Payment Bond required by the Contract Documents, the Owner shall deem any of the sureties upon such bond shall cease to be adequate security for the Owner, the Contractor shall, within five (5) days after notice of the Owner to do so, furnish a new or additional bond, in form, sum and signed by such sureties as shall be satisfactory to the Owner. No further payment shall be deemed due nor shall any further payment be made to the Contractor unless and until such new or additional bond shall be furnished and approved. The premium of such bonds shall be paid by the Contractor.

SC-18.03 CONTRACTOR TO BE AVAILABLE

a. In order to facilitate execution of the contract, the Contractor shall be required to have a responsible representative who shall be available, either in person or by phone, during normal working hours, should any situation arise in which the Owner wishes to contact said Contractor.

SC-18.04 OSHA REQUIREMENTS

a. All work included in this contract shall be governed at all times by applicable provisions of Federal Laws, including, but not limited to, the latest issue with amendments of the following:

- William-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596

- Part 1910 - Occupation Safety and Health Standards, Chapter XVII of title 29, Code of Federal Regulations

- Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of title 29, Code of Federal Regulations

b. The Contractor shall initiate whatever action is necessary to fully comply with the intent and requirements of the above listed laws and all other laws governing the conduct of construction operations.

SC-18.05 IAP AGREEMENT

Owner has entered into an Agreement for Industrial Access Program funds (the "DOT Agreement") with the New York State Department of Transportation, which is providing funds for this Contract. A copy of the DOT Agreement is available for review by the Contractor at the Owner's offices. The DOT Agreement contains a number of requirements that must be fulfilled by

Contractor in connection with the work, and Contractor hereby consents to such requirements and agrees to comply with and be bound by the same.

SC-18.06 STANDARD CLAUSES

Appendix A- to these Supplementary Conditions includes standard clauses for all New York State Contracts, which have been made applicable to this Contract pursuant to the DOT Agreement.

SC-18.07 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION

Appendix B- to these Supplementary Conditions includes Owner's requirements for Minority and Women's Business Enterprise Participation, including all applicable forms to be filled out by Contractor with the Bid.

++ END OF DOCUMENT ++

APPENDIX A

Appendix A

STANDARD CLAUSES FOR ALL NEW YORK STATE 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 previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL.

In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$10,000 (\$20,000 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, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office.

4. WORKERS' COMPENSATION BENEFITS.

In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS.

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability sex or national origin: (a) discriminate in hiring against any New York State

citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance or 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 or work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING REQUIREMENT.

In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contract or warrants, under penalty of perjury, this its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION.

In accordance with 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 (2 NYCRR 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 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 six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct and 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 records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.

All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number, or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION.

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and other 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 is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of the State Comptroller, AESOB, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law, if this contract is: (i) a written Agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written Agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written Agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

- (a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, 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 or workers with which it has a collective bargaining or other Agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and
- (c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b" and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i)

work, goods, or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS.

In the event of an conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW.

This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT.

Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION.

Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS.

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United State 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 the process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165

State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992.

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

Department of Economic Development
Division for Small Business
30 South Pearl Street
Albany, New York 12245
Tel. 518-292-5220

A directory of certified minority and women-owned business enterprises is available from:

Department of Economic Development
Minority and Women's Business Development Division
30 South Pearl Street
Albany, New York 12245
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 state that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 amendments (Chapter 684, Laws of 1994) require that they be denied contracts which they would otherwise obtain. Contact the Department of Economic Development, Division for Small Business, 30 South Pearl Street; Albany New York 12245, for a current list of states subject to this provision.

APPENDIX B

Appendix B

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS – STATE

1. **REQUIREMENTS** – During the performance of this contract, the Contractor agrees to comply with the Equal Employment Opportunity (EEO) requirements specified herein.
2. **DEFINITIONS** – As used in these requirements, the following definitions will apply:
 - A. “Covered area” means the geographical area described in the solicitation from which this contract resulted or the geographic area within which this contract will be performed.
 - B. “Department” means the New York State Department of Transportation.
 - C. “Commissioner” means the Commissioner of the New York State Department of Transportation, or his duly authorized representative.
 - D. “Director, EODC” means the Director of the Department’s Office of Equal Opportunity Development and Compliance or his duly authorized representative.
 - E. “Employer Identification Number” means the Federal Social Security Number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - F. “Minority” includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (a person of Spanish or Portuguese culture with origins in South or Central America or the Caribbean Islands regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification. Identification may be made by any suitable authority in the community such as an educational institution, religious organization, or a state agency).
3. **NON-DISCRIMINATION CLAUSE** – The Contractor will ensure equal employment opportunity by not discriminating against any applicant for employment because of race, color, religion, sex, national origin, age, disability, or marital status, regarding (among other things) the following: upgrading, demotion, transfer, recruitment, recruitment

advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

4. **MINORITY AND WOMEN EMPLOYMENT GOALS** – The Contractor shall make a good-faith effort to ensure equal employment opportunity by taking the affirmative actions set forth in paragraph 6A through P of these requirements. The Contractor's success in achieving or bettering the goals set forth herein shall be a substantial factor in any determination of whether the Contractor has complied with its obligation to ensure equal employment opportunity in the performance of this contract. These goals are expressed as percentages of the total hours of employment and training that the Contractor should reasonably be able to give to female or minority employees in a certain covered area. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. These goals were established from materials published by the Office of Federal Contract Compliance Programs based on appropriate workforce, demographic or other relevant data.
5. **TRAINING SPECIAL PROVISION** – If the contract proposal includes the Training Special Provision, the Contractor is required to comply with that provision as part of these Equal Employment Opportunity Requirements. The Training Special Provision requires the Contractor to provide training to at least one minority or woman indentured apprentice or trainee. If the Contractor fails to meet the employment goals for minorities or women specified herein, additional training of minorities and women will be required to satisfy the employment goals.
6. **AFFIRMATIVE ACTION STEPS** – The Contractor shall implement affirmative action steps at least as extensive as the following:
 - A. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - B. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - C. Maintain a current file of the name, address, and telephone number of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of the action which was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in writing to the Director, EODC and noted in the file with the reasons therefor, along with whatever additional actions the Contractor may have taken.

- D. Provide immediate written notification to the Director, EODC when the Contractor has information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- E. Develop on-the-job training opportunities and/or participation in training programs which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the United States Department of Labor, the New York State Department of Labor, or the New York State Department of Transportation and appropriate for utilization on New York State Department of Transportation projects. The Contractor shall provide notice of these programs to the sources compiled under 6.B above. If the Contractor fails to develop or participate in such apprentice or training programs, its failure to meet the goals set forth herein will be presumed to be noncompliance with these requirements.
- F. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to union and training programs and requesting their cooperation in assisting the Contractor in meeting its equal employment opportunity obligations, by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper, annual report, and other similar items, by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the Contractor's equal employment opportunity policy on bulletin boards accessible to all employees at each location where work under this contract is performed.
- G. Review, at least annually, the Contractor's equal employment opportunity policy and affirmative action obligations under this requirement with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items with on-site supervisory personnel such as superintendents, general fore persons, etc., prior to the initiation of work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- H. Disseminate the Contractor's equal employment opportunity policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to, and discussing the Contractor's equal employment opportunity policy with, other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- I. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above describing the openings, screening procedures, and tests to be used in the selection process.

- J. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- K. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability, or marital status.
- L. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for such opportunities through appropriate training or other similar activities.
- M. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under this requirement are being carried out.
- N. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to ensure privacy between the sexes.
- O. Send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this requirement and post copies of the notice in conspicuous places available to employees and applicants for employment.
- P. Conduct a review, at least annually, of all supervisor's adherence to, and performance under, the Contractor's equal employment opportunity policies and affirmative action obligations.

7. **CONTRACTOR ASSOCIATIONS** – Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations. The efforts of a contractor association, joint contractor-union, contractor community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling one or more of its obligations under this requirement provided that the Contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

8. **TRANSFER OF MINORITY OR FEMALE EMPLOYEES** – Through implementing the affirmative actions set forth above and the contractor's other efforts to ensure equal employment opportunity, the Contractor shall make every effort to employ minorities and women throughout the life of the contract. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be in violation of the contract.

9. **CREDITING NONWORKING TRAINING HOURS TOWARD EMPLOYMENT GOALS** – In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by either the United States Department of Labor, the New York State Department of Labor or the New York State Department of Transportation and appropriate for utilization on New York State Department of Transportation projects.

10. **REQUIRED RECORDS**

A. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the Contractor's equal employment opportunity policy is being carried out and to keep records. The records shall include the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed for each employee. Records shall be maintained in an understandable and retrievable form. To the extent that records kept by the Contractor for other purposes satisfy the requirements of this paragraph, the Contractor need not maintain separate records.

B. The Contractor shall submit monthly employee utilization reports to the Engineer on forms prescribed by the Department. Records of the total employee utilization from the start of the contract up to and including the month being reported shall be submitted with each monthly report. For the purpose of these reports, the hours of female employment and training and the hours of minority employment and training shall be separately calculated. All females, whether minority or non-minority, shall be calculated within the hours of female employment and minority females shall not be used in the calculation of hours of minority employment.

C. For the purpose of the reports required above, the employment and training hours worked by each person may only be used once in any one month and the Contractor is cautioned that it may not discriminate against minority females in connection with attaining its affirmative action goals under this requirement.

D. All records required by this Section must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Department or the Director, EODC.

11. **GOALS NOT TO BE USED TO DISCRIMINATE** – The Contractor shall not use the goals or affirmative action requirements to discriminate against any person because of race, color, religion, sex, national origin, age, disability, or marital status.
12. **OFFICE OF CONTRACT COMPLIANCE AND MINORITY AND WOMEN – OWNED BUSINESS ENTERPRISE** – The Contractor will comply with any procedures and guidelines established by the Director of the Office of Contract Compliance and minority and Women-Owned Business Enterprise (hereinafter the Director of the Office of Contract Compliance) under the authority of New York State Governor's Executive Order 21, issued August 3, 1983 (hereinafter Executive Order 21) and will comply with any rules, regulations and orders of the Commissioner as may be promulgated pursuant to or under the authority of Executive Order 21, or other applicable law or order.
13. **AVAILABILITY OF CONTRACTOR'S RECORDS** – The Contractor will furnish all information and reports as may be required by the Director of the Office of Contract Compliance under the authority of Executive Order 21, or by rules, regulations and orders of the Commissioner as may be promulgated under or pursuant to Executive Order 21, and will permit access to its books, records and accounts by the Department or the Director, EODC for purposes of investigating compliance with these requirements and such rules, regulations, orders, procedures and guidelines.
14. **ENFORCEMENT** – In order to determine whether the Contractor has complied with the requirements, the Department may proceed by order to show cause, compliance conference, hearing or any other lawful procedure upon due notice in writing to the Contractor. In the event the Department finds that the Contractor has failed to comply with these requirements, this contract may be cancelled, terminated, or suspended in whole or in part in accordance with the procedures authorized in Section 102-17 of the New York State Standard Construction Specifications and Section 40 of the Highway Law, and the Contractor may be declared ineligible for further New York State government contracts or construction contracts, and such other sanctions may be imposed and remedies invoked as provided under the authority of Executive Order 21 or by rule, regulation, or order of the Commissioner, or as otherwise provided by law.
15. **CONTRACTOR'S RESPONSIBILITY REGARDING COLLECTIVE BARGAINING AGREEMENT** – Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these requirements, any rules and regulation of the Commissioner, or the rules, regulations, procedures and guidelines promulgated or established pursuant to Executive Order 21.
16. **APPLICABILITY TO SUBCONTRACTORS** – The Contractor will physically include this document. Equal Employment Opportunity Requirements, as part of every subcontract or purchase order unless exempted by rules, regulations, or orders of the Commissioner, pursuant to Executive Order 21, and such requirements shall be binding upon each subcontractor, service provider, or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; PROVIDED, HOWEVER, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of any provision or direction issued pursuant to these requirements or by the Department, the Contractor may request the

State of New York to enter into such litigation or dispute to protect the interests of the State of New York.

17. **EQUAL EMPLOYMENT OPPORTUNITY OFFICER** – The Contractor will designate and make known to the Department an Equal Employment Opportunity Officer (EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.
18. **COMPLAINTS OF ALLEGED DISCRIMINATION** – The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all of his or her avenues of appeal.

GOALS FOR MINORITY PARTICIPATION

COUNTY	%	COUNTY	%	COUNTY	%
Albany	3.2	Herkimer	2.1	*Richmond	
Allegany	6.3	Jefferson	2.5	Rockland	22.6
Broome	1.1	*Kings		St. Lawrence	2.5
*Bronx		Lewis	2.5	Saratoga	3.2
Cattaraugus	6.3	Livingston	5.3	Schenectady	3.2
Cayuga	2.5	Madison	3.8	Schoharie	2.6
Chautauqua	6.3	Monroe	5.3	Schuyler	1.2
Chernung	2.2	Montgomery	3.2	Seneca	5.9
Chenango	1.2	Nassau	5.8	Steuben	1.2
Clinton	2.6	*New York		Suffolk	5.8
Columbia	2.6	Niagara	7.7	Sullivan	17.0
Cortland	2.5	Oneida	2.1	Tioga	1.1
Delaware	1.2	Onondaga	3.8	Tomkins	1.2
Dutchess	6.4	Ontario	5.3	Ulster	17.0
Erie	7.7	Orange	17.0	Warren	2.6
Essex	2.6	Orleans	5.3	Washington	2.6
Franklin	2.5	Oswego	3.8	Wayne	5.3
Fulton	2.6	Otsego	1.2	Westchester	22.6
Genesee	5.9	Putnam	22.6	Wyoming	6.3
Greene	2.6	*Queens		Yates	5.9
Hamilton	2.6	Rensselaer	3.2		

* The following goal ranges are applicable to the indicated trades in the Counties of Bronx, Kings, New York, Queens and Richmond.

Electricians	9.0	to	10.2	Bricklayers	13.4	to	15.5
Carpenters	27.6	to	32.0	Asbestos workers	22.8	to	28.0
Stem fitter	12.2	to	13.5	Roofers	6.3	to	7.5
Metal lathers	24.6	to	25.6	Iron workers			
Painters	26.0	to	28.6	(ornamental)	22.4	to	23.0
Operating engineers	25.6	to	26.0	Cement masons	23.0	to	27.0
Plumbers	12.0	to	14.5	Glaziers	16.0	to	20.0
Iron workers (strut)	25.9	to	32.0	Plasterers	15.8	to	18.0
Elevator constructors	5.5	to	6.5	Teamsters	22.0	to	22.5
				Boilermakers	13.0	to	15.5
				All other	16.4	to	17.5

GOAL FOR PARTICIPATION OF WOMEN - The last publication of a goal for the participation of women was April 7, 1978 (43 FR 14888, 14900). The 6.9% goal published on that date is hereby made the goal for all State contracts and grant agreements.

**DISADVANTAGED/MINORITY AND WOMEN'S BUSINESS
ENTERPRISE PARTICIPATION**

BUFFALO URBAN DEZVELOPMENT CORPORATION (BUDC)

**DISADVANTAGED/MINORITY/WOMEN'S BUSINESS ENTERPRISE
PARTICIPATION REQUIREMENTS**

BUDC has established the following Disadvantaged/Minority Business Enterprise (D/MBE) and Women's Business Enterprise (WBE) participation goals for this contract in accordance with § 102-12 of the Standard Specifications. The goals are expressed as a percentage of the total bid price. It is the Contractor's responsibility to secure participation in the work of the contract by D/M/WBES in satisfaction of the goals, or to document satisfactory good-faith efforts taken to fulfill the goals. Participation is measured as the amount actually paid to D/M/WBES, not the contract bid price for the work.

Disadvantaged/Minority Business Enterprise Participation Goal	<u>10.0 %</u>
Women's Business Enterprise Participation Goal	<u>5.0 %</u>

Disadvantaged/Minority/Women's Business Enterprise Registry

A current listing of certified D/M/WBES is available, upon written request, from:

NYS Department of Economic Development
Minority & Women's Business Division
1515 Broadway
51st Floor
New York, NY 10036
(212) 827-6180

Disadvantaged/Minority/Women's Business Enterprise Officer

The Bidder shall designate and enter below the name of a Disadvantaged/Minority/Women's Business Enterprise Officer who will have the responsibility for and must be capable of effectively administering and promoting an active Disadvantaged/Minority/Women's Business Enterprise Program and who must be assigned adequate authority and responsibility to do so.

Bidder Designated D/M/WBE Officer:

_____ (Name, Title)

Telephone _____

DISADVANTAGED/MINORITY AND WOMEN'S BUSINESS
ENTERPRISE PARTICIPATION

All the provision of the Standard Specification of May 4, 2006 shall apply specifically Section 102-11 and 102-12.

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.

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

Title (Trade)	Ratio
Boilermaker	1:1,1:3
Mason	1:1,1:4
Carpenter	1:1,1:4
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:4
Iron Worker	1:1,1:6
Laborer	1:1,1:3
Op Engineer	1:1,1:5

Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

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

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

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - New York City	212-621-0835	212-621-0867
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

Erie County General Construction

Asbestos Worker

10/01/2007

JOB DESCRIPTION Asbestos Worker

DISTRICT 1

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, 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

07/01/2007

Asbestos Worker
 Removal &
 Abatement Only

\$ 20.00

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

SUPPLEMENTAL BENEFITS

Per hour paid

Journeyman

\$ 14.65

OVERTIME PAY

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

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (2, 4, 6, 25) on HOLIDAY PAGE

*Code Q applies to 4, 6, & 25

**Code T applies to 2

1-201West

Boilermaker

10/01/2007

JOB DESCRIPTION Boilermaker

DISTRICT 3

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Chemung, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Schuyler, Steuben, Wayne, Wyoming, Yates

WAGES

Per hour:

07/01/2007

01/01/2008

01/01/2009

Boilermaker

\$ 28.08

Additional
 \$ 1.75

Additional
 \$ 2.00

The wage rate will be 90% of the above for Maintenance work on boilers less than 100,000 pph.

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 16.01*

* Note - \$15.22 of this amount to be paid at the same premium as the wages.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

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

1st*	2nd*	3rd*	4th*	5th*	6th	7th	8th
65%	70%	75%	80%	85%	90%	95%	100%

* Note - add \$1.00 per hour to the wage rate for 1st through 5th term.

Supplemental Benefits per hour worked:

1st to 5th \$ 15.01*
 6th to 8th 16.01**

* Note - \$14.22 of this amount to be paid at the same premium as the wages.
 ** Note - \$15.22 of this amount to be paid at the same premium as the wages.

3-7

Carpenter - Building / Heavy&Highway **10/01/2007**

JOB DESCRIPTION Carpenter - Building / Heavy&Highway **DISTRICT 3**

ENTIRE COUNTIES
 Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour:	7/1/07	5/1/08	5/1/09	5/1/10	5/1/11
Building and Heavy Highway:		Addit.	Addit.	Addit.	Addit.
Piledriver	\$ 27.63	\$ 1.50	\$ 1.60	\$ 1.60	\$ 1.65
Dockbuilder	27.63	1.50	1.60	1.60	1.65
Marine Construction:					
Diver Tender	28.63*	1.50	1.60	1.60	1.65
Diver	39.25*	1.50	1.60	1.60	1.65

* Note - rate applies to all hours worked the day a diver dives. If a diver does not dive the piledriver / dockbuilder rate applies.
 Pipe penetration rate for divers: 0' to 50' free, additional \$0.75 per foot per hour from 51' to 100', plus \$1.00 per foot per hour for 101' and deeper.
 Depth pay for divers: 0' to 80' free, additional \$0.50 per foot per hour from 81' to 100', plus \$0.75 per foot per hour from 101' to 150', plus \$1.25 per foot per hour for 151' and deeper. The deepest dive of the day will constitute the depth pay.
 Additional \$1.00 per hour for DOT and ABS Certified Welders.
 Additional \$2.50 per hour for hazardous and toxic waste projects.

SUPPLEMENTAL BENEFITS

Per hour paid:
\$ 19.49

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental benefits per hour paid:

\$ 19.49

3-9-Pile

Carpenter - Building / Heavy&Highway **10/01/2007**

JOB DESCRIPTION Carpenter - Building / Heavy&Highway **DISTRICT 3**

ENTIRE COUNTIES

Erie

PARTIAL COUNTIES

Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour:	7/1/07	5/15/08	5/15/09	5/15/10	5/15/11
Building:		Addit.	Addit.	Addit.	Addit.
Carpenter*	\$ 26.78	\$ 1.50	\$ 1.60	\$ 1.60	\$ 1.65
Floorlayer*	26.78	1.50	1.60	1.60	1.65
Heavy/Highway:					
Carpenter*	27.45	1.50	1.60	1.60	1.65

7/1/07 7/01/08

		Addit.
Millwright	27.05	1.75
Mill. Certified Welder	28.30	1.75
Mill. Haz. Waste Work	28.30	1.75

* Note - additional \$0.50 per hour in downtown Buffalo defined as Elmwood Ave north to North St, east on North St to Michigan Ave, south on Michigan Ave. to Seneca St, west on Seneca St to Upper Terrace, northerly on Upper Terrace to Elmwood Ave, where free parking is not available.

SUPPLEMENTAL BENEFITS

Per hour paid:

Carpenter Bldg	\$ 18.84
Floorlayer	18.84
Carpenter H/H	19.92
Millwright	18.84*

* For Millwrights only - the per hour paid provision only applies to Sundays.

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

Building and Floorlayer: One year terms at the following wage:

1st	2nd	3rd	4th
\$ 12.46	\$ 13.16	\$ 15.31	\$ 17.46

Heavy/Highway: One year terms at the following wage:

1st	2nd	3rd	4th
\$ 13.83	\$ 14.53	\$ 16.68	\$ 18.83

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

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

Supplemental benefits per hour paid:

Building and Floorlayer Apprentices:

1st	2nd	3rd	4th
\$ 7.12	\$ 8.92	\$ 10.27	\$ 11.37

Heavy/Highway Apprentices:

1st	2nd	3rd	4th
\$ 7.50	\$ 9.30	\$ 10.65	\$ 11.75

Millwright Apprentices:

1st	2nd	3rd	4th
\$ 8.69*	\$ 14.78*	\$ 15.795*	\$ 16.81*

* For Millwrights only - the per hour paid provision only applies to Sundays.

Electrician

10/01/2007

JOB DESCRIPTION Electrician

DISTRICT 3

ENTIRE COUNTIES

Erie

PARTIAL COUNTIES

Cattaraugus: Only the Townships of Ashford, East Otto, Ellicottville, Farmersville, Freedom, Franklinville, Lyndon, Machias, Mansfield, New Albion, Otto, Perrysburg, Persia and Yorkshire.

Genesee: Only the Townships of Alabama, Alexander, Darien, Oakfield, Pembroke and that portion of the Towns of Batavia and Elba that are west of Little Tonawanda Creek; Tonawanda Creek; the City limits of Batavia (in effect prior to Feb. 1, 1970) and State Highway 98 north of the City of Batavia, then north on Highway 98 to the Orleans County line.
Wyoming: Only the Townships of Arcade, Attica, Bennington, Eagle, Java, Orangeville, Sheldon and Wethersfield.

WAGES

Per hour:	07/01/2007	06/01/2008
		Additional
Electrician*	\$ 29.59	\$ 1.35

* Includes teledata work, except for work bid on and awarded BEFORE 7/1/2007. For all such work see ELECTRICIAN - TELEDATA/SOUND WIREMAN.

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:

- 17.3% for work from 4:30PM - 1:00AM
- 31.4% for work from 12:30AM - 9:00AM

Additional \$0.50/hr in shafts over 25 ft. deep and in underground tunnels over 75 ft. long.

Additional \$0.75/hr for work on toothpicks, structural steel, temporary platforms, swinging scaffolds, boatswain chairs, smoke stacks or water towers 30 ft above the floor or for work on rolling scaffolds and ladders over 50 ft.

Additional \$1.00/hr for Cable Splicers on such work as lead, and shielded cable and splices or terminations on cable 9KV and above.

Additional \$1.00/hr for Hot work (Atomic plants).

Additional \$2.00/hr for work on radio, TV, light towers and floating platforms or climbing ladders in excess of 100 ft. high.

SUPPLEMENTAL BENEFITS

Per hour worked:
\$ 15.15*

* NOTE - add 3% of the posted straight time or applicable premium wage rate.

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:

0 to 1000	to 2000	to 3500	to 5000	to 6500	to 8000
37%	40%	45%	55%	70%	80%

Supplemental benefits per hour worked:

0 to 2000	to 6500	to 8000
\$ 7.50*	\$ 12.95*	\$ 15.15*

* NOTE - add 3% of the posted straight time or applicable premium wage rate.

3-41

Electrician - Teledata/Sound Wireman***

10/01/2007

JOB DESCRIPTION Electrician - Teledata/Sound Wireman***

DISTRICT 3

ENTIRE COUNTIES

Erie

PARTIAL COUNTIES

Cattaraugus: Only the Townships of Ashford, East Otto, Ellicottville, Farmersville, Freedom, Franklinville, Lyndon, Machias, Mansfield, New Albion, Otto, Perrysburg, Persia and Yorkshire.

Genesee: Only the Townships of Alabama, Alexander, Darien, Oakfield, Pembroke and that portion of the Towns of Batavia and Elba that are west of Little Tonawanda Creek; Tonawanda Creek; the City limits of Batavia (in effect prior to Feb. 1, 1970) and State Highway 98 north of the City of Batavia, then north on Highway 98 to the Orleans County line.

Wyoming: Only the Townships of Arcade, Attica, Bennington, Eagle, Java, Orangeville, Sheldon and Wethersfield.

WAGES

IMPORTANT INFORMATION - These rates applicable only for projects bid on and awarded before July 1, 2007. For all other projects, please see ELECTRICIAN 41 rate.

Per hour: 07/01/2007 - 05/31/2008

Teledata/Sound Wireman	\$ 19.00***
Installer*	13.70
Cabler*	9.50

*NOTE - First man on the job MUST be a Teledata/Sound Wireman.

See other Electrician 41 rate for the installation of raceway and conduit greater than 10 ft.
 When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:
 17.3% for work from 4:30PM - 1:00AM
 31.4% for work from 12:30AM - 9:00AM
 Additional \$0.50/hr for work on toothpicks, structural steel, temporary platforms, swinging scaffolds, boatswain chairs, smoke stacks or water towers 30 ft above the floor or for work on rolling scaffolds and ladders over 50 ft.
 Additional \$1.00/hr for making permanent splices on cables of 600 pair or more and fiber optic fusion splices.
 Additional \$1.25/hr for work on radio, TV or light towers more than 100 ft.

SUPPLEMENTAL BENEFITS

Per hour worked:

Teledata/Sound Wireman	\$ 10.05*
Installer	10.05*
Cabler	7.05*

*NOTE: add 3% of the wage

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

3-41i-InterSec

Elevator Constructor

10/01/2007

JOB DESCRIPTION Elevator Constructor

DISTRICT 3

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour:	07/01/2007	01/01/2008	01/01/2009	01/01/2010
Elevator Constructor	\$ 36.915	\$ 38.655	\$ 39.905	\$ 41.405
Helper	25.84	27.06	27.93	28.98

SUPPLEMENTAL BENEFITS

Per hour worked:	\$ 14.885*	\$ 16.135*	\$ 17.885*	\$ 19.385*
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* Note - add 6% of regular hourly rate for all hours worked.

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental benefits per hour worked:	\$ 14.885*	\$ 16.135*	\$ 17.885*	\$ 19.385*
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* Note - add 6% of regular hourly rate for all hours worked.

3-14

Glazier

10/01/2007

JOB DESCRIPTION Glazier

DISTRICT 3

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour:	07/01/2007	05/01/2008 Additional	05/01/2009 Additional
Glazier	\$ 22.64	\$ 1.40	\$ 1.45
Working off Suspended Scaffold (Swing Stage)	23.64	1.40	1.45
Maintenance	10.00*	0.75	0.75

* Note - This rate to be used only for all repair and replacement work such as glass breakage, glass replacement, door repair and board ups.

SUPPLEMENTAL BENEFITS

Per hour worked:	
Journeyman Glazier	\$ 12.28*
Maintenance	7.42**

* Note - \$5.35 of this amount to be paid at the same premium as the wages.

** Note - \$2.84 of this amount to be paid at the same premium as the wages.

OVERTIME PAY

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

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE for Glazier and Glazier Apprentices.
Paid:	See (5, 6) on HOLIDAY PAGE for Maintenance
Overtime:	See (5, 6) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

Glazier apprentices that have completed 5000 hours as of 08/31/2004: 1000 hour terms at the following percentage of Journeyman's wage:

6th	7th	8th	9th	10th
65%	70%	75%	80%	85%

Glazier apprentices that have not completed 5000 hours as of 08/31/2004: 1000 hour terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th	5th	6th	7th	8th
40%	45%	50%	55%	60%	65%	75%	85%

Supplemental benefits per hour worked:

All Glazier apprentices:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 5.28*	\$5.28*	\$ 6.13**	\$ 6.13**	\$ 7.03***	\$ 7.03***	\$ 7.03***	\$ 7.03***	\$ 7.03***	\$ 7.03***

* Note - \$0.70 of this amount to be paid at the same premium as the wages.

** Note - \$1.55 of this amount to be paid at the same premium as the wages.

*** Note - \$2.45 of this amount to be paid at the same premium as the wages.

3-660

Insulator - Heat & Frost

10/01/2007

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 3

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Erie, Niagara, Wyoming

PARTIAL COUNTIES

Genesee: Only the Townships of Alabama, Alexander, Darien, Oakfield and Pembroke.

WAGES

Per Hour:	07/01/2007	05/01/2008 Additional	05/01/2009 Additional
Heat & Frost Insulator	\$ 26.20	\$ 1.60	\$ 1.85

SUPPLEMENTAL BENEFITS

Per hour worked:	\$ 13.54
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OVERTIME PAY

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

* Note - Double time after 10 hours on Saturday.

** Note - Triple time on Labor Day if WORKED.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour worked:

1st and 2nd	\$ 10.34
3rd and 4th	\$ 13.54

3-4

Ironworker **10/01/2007**

JOB DESCRIPTION Ironworker

DISTRICT 3

ENTIRE COUNTIES

Cattaraugus, Chautauqua

PARTIAL COUNTIES

Allegany: Entire county except the Towns of Birdsall, Burns and Grove.

Erie: All except the Town of Grand Island north of Whitehaven Road.

Genesee: Only the Townships of Alabama, Alexander, Darien and Pembroke

Steuben: Only the Townships of Canisteo, Freemont, Greenwood, Hartsville, Hornell, Hornellsville, Howard, Jasper, Troupsburg and West Union

Wyoming: Only the Townships of Arcade, Attica, Bennington, Eagle, Gainsville, Java, Orangeville, Pike, Sheldon, Warsaw and Wethersfield.

WAGES

Per hour:	07/01/2007	05/01/2008 Additional
Structural	\$ 25.36	\$ 1.40
Ornamental	25.36	1.40
Layout	25.86	1.40
Rodmen	25.36	1.40
Reinforcing	25.36	1.40
Welders	25.36	1.40
Riggers & Mach. Movers	25.36	1.40
Window Erector	23.01	1.40
Fence Erector	23.96	1.40

SUPPLEMENTAL BENEFITS

Per hour worked:

Fence erectors	\$ 17.44
All others	18.94

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following wage:

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

Supplemental benefits per hour worked:

1st	2nd	3rd	4th
\$ 8.24	\$ 12.44	\$ 13.04	\$ 13.64

3-6

Ironworker **10/01/2007**

JOB DESCRIPTION Ironworker

DISTRICT 3

ENTIRE COUNTIES

Niagara

PARTIAL COUNTIES

Erie: Only that portion of the Township of Grand Island north of Whitehaven Road.
 Orleans: Only the Townships of Ridgeway, Shelby and Yates.

WAGES

Per hour:	07/01/2007	05/01/2008
Structural	\$ 27.57	\$ 27.97
Ornamental	27.57	27.97
Reinforcing	27.57	27.97
Rigger & Mach. Mover	27.57	27.97
Pre-Engineered	27.57	27.97
Fence Erector	27.57	27.97
Pre-Cast Erector	27.57	27.97
Welder	27.57	27.97
Window Erector	27.57	27.97
Sheeter	30.33	30.77

SUPPLEMENTAL BENEFITS

Per hour worked:	07/01/2007	05/01/2008
	\$ 16.98	\$ 17.98

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following wage:

Term	07/01/2007	05/01/2008
1st term	\$ 15.00	\$ 15.00
2nd term	17.00	17.00
3rd term	19.00	19.00
4th term	21.00	21.00

Supplemental benefits per hour worked:

Term	07/01/2007	05/01/2008
1st term	\$ 8.00	\$ 8.00
2nd term	12.34	12.69
3rd term	12.96	13.36
4th term	13.58	14.03

3-9

Laborer - Building

10/01/2007

JOB DESCRIPTION Laborer - Building

DISTRICT 3

ENTIRE COUNTIES

Erie

PARTIAL COUNTIES

Cattaraugus: Only the Townships of Perrysburg and the Village Gowanda.

WAGES

CLASS A: Basic, Boat Safety Man, Flagman, Tool Room Man, Nurseryman, Demolition Worker, Top Man, Wrecker, IBC Barriers Except on Structures, and Guard Rail, Asphalt Shovelers, Foundation Laborer over 8' in Depth, Hod Carriers, Plaster Tender, Plaster Scaffold Builder, Pneumatic Gas, Electric Tool Operator including all forms of Busters, Jackhammers and Chipping Guns, Steel Burners.

CLASS B: Mortar Mixer, Asphalt Smoothers, Pneumatic Gas, Electric Tool Operator including all forms of Busters, Jackhammers and Chipping Guns over 8' in depth.

CLASS C: Worker on any Swing Scaffold, Blaster, Plumbing Laborer, Wagon Drill Operator, Bottomman (caisson or cofferdam), Laser Setter, Asphalt Rakers, Asphalt Screed Man.

CLASS D: Stone Cutter, Curb Setter and Flag Layer.

CLASS E: Asbestos Removal, Deleader.

CLASS F: Hazardous Waste Worker.

Per hour:	7/1/07	7/1/08	7/1/09	7/1/10	7/1/11
Building Laborer:		Addit.	Addit.	Addit.	Addit.
CLASS A	\$ 23.23	\$ 1.45	\$ 1.45	\$ 1.45	\$ 1.45
CLASS B	23.40	1.45	1.45	1.45	1.45
CLASS C	23.51	1.45	1.45	1.45	1.45
CLASS D	23.98	1.45	1.45	1.45	1.45
CLASS E	24.23	1.45	1.45	1.45	1.45
CLASS F	25.23	1.45	1.45	1.45	1.45

SUPPLEMENTAL BENEFITS

Per hour worked:
 \$ 15.85

OVERTIME PAY

See (B, F, R) 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:

0 to 500 to 1000 to 1500 to 2000 to 2500 to 3000 to 4000
 55% 60% 65% 70% 75% 80% 90%

Supplemental benefits per hour worked:

\$ 15.85

3-210b

Laborer - Heavy&Highway

10/01/2007

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 3

ENTIRE COUNTIES

Erie

WAGES

Heavy/Highway Laborer:

GROUP A: Basic, Drill Helper, Flagman, Outboard and Hand Boats, Demolition Worker, Nurseryman, IBC Barriers (except on structures), Guard Rails, Road Markers.

GROUP B: Grade Checker, Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of Steel Mesh, Small Generators for Laborers' Tools, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Tail or Screw Operator on Asphalt Paver, Water Pump Operators (2" and 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 and Air Tool Operators, Wrecking Laborer and Laser Man.

GROUP C: All Rock or Drilling Machine Operators (Except Quarry Master and Similar Type), Acetylene Torch Operators, Asphalt Raker, Powderman and Welder.

GROUP D: Blasters, Curb and Flatwork Formsetter not on structures, Stone or Granite Curb Setters and Stone Cutter.

Per hour: 07/01/2007

Heavy/Highway Laborer:

GROUP A	\$ 24.76
GROUP B	24.96
GROUP C	25.16
GROUP D	25.36

For all Deleader & Asbestos work add 1.00 to Group A rate.

For all Hazardous waste work add 2.00 to Group A rate.

Sewer/Water Laborer:

GROUP A: Basic, Flagman, Top man, Wreckers.

GROUP B: Foundation, Plaster tender, Scaffold bootman, Pneumatic, gas, electric, tool operator, jackhammer, chipping guns.

GROUP C: Mortar Mixer, over 8 ft. in depth.

GROUP D: Pavement formsetter, Steelburner, Caisson, Wagon Drill Oper., PipeLayer, Swing Scaffold.

GROUP E: Utility pave driver, Laser operator.

GROUP F: Blaster.

Per hour:	07/01/2007
Sewer/Water Laborer:	
GROUP A	\$ 24.76
GROUP B	24.86
GROUP C	24.91
GROUP D	25.01
GROUP E	25.36
GROUP F	25.76

For all Deleader & Asbestos work add 1.00 to Group A rate.

For all Hazardous waste work add 2.00 to Group A rate.

SUPPLEMENTAL BENEFITS

Per hour worked:
\$ 15.85.

OVERTIME PAY

See (B, F, R) 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:

0 to 500	to 1000	to 1500	to 2000	to 2500	to 3000	to 4000
55%	60%	65%	70%	75%	80%	90%

Supplemental benefits per hour worked:

\$15.85

3-210h

Laborer - Tunnel

10/01/2007

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 3

ENTIRE COUNTIES

Erie

WAGES

CLASS A: Mole Nipper, Powder Handler, Changehouse Attendant and Top Laborer.

CLASS B: Air Spade, Jackhammer, Pavement Breaker.

CLASS C: Top Bell.

CLASS D: Bottom Bell, Side or Roofbelt Driller, Maintenance men, Burners, Block Layers, Rodmen, Caulkers, Miners helper, Trackmen, Nippers, Derailmen, Electrical Cablemen, Hosemen, Groutmen, Gravelmen, Form Workers, Movers and Shaftmen, Conveyor-men.

CLASS E: Powder Monkey.

CLASS F: Blasters, Ironmen and Cement Worker, Miner, Welder, Heading Driller.

CLASS G: Steel Erectors, Piledriver, Rigger.

Per hour:	07/01/2007
Tunnel Laborer:	
CLASS A	\$ 25.26
CLASS B	25.41

CLASS C	25.51
CLASS D	26.01
CLASS E	26.11
CLASS F	26.51
CLASS G	26.76

For all Deleader & Asbestos work add 1.00 to Group A rate.
 For all Hazardous waste work add 2.00 to Group A rate.

SUPPLEMENTAL BENEFITS

Per hour worked:
 \$ 15.85

OVERTIME PAY

See (B, F, R) 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:

0 to 500 to 1000 to 1500 to 2000 to 2500 to 3000 to 4000
55% 60% 65% 70% 75% 80% 90%

Supplemental benefits per hour worked:

\$ 15.85

3-210t

Lineman Electrician

10/01/2007

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

Includes Teledata Work within Ten feet of High Voltage Transmission Lines

	07/01/2007	05/05/2008	05/04/2009
Lineman/Tech./Welder	\$ 40.09	\$ 42.19	\$ 44.30
Cable splicer	40.09	42.19	44.30
Digging Machine Operator	36.08	37.97	39.87
Tractor Trailer Driver	34.08	35.86	37.66
Groundman Truck Driver	32.07	33.75	35.44
Mechanic 1st Class	32.07	33.75	35.44
Flagman	24.05	25.31	26.58

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

Above rates applicable on all overhead Transmission line work & Fiber Optic Cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction.

	\$ 38.87	\$ 40.98	\$ 43.08
Lineman/Technician/Welder	\$ 38.87	\$ 40.98	\$ 43.08
Digging Machine Operator	34.98	36.88	38.77
Tractor Trailer Driver	33.04	34.83	36.62
Groundman Truck Driver	31.10	32.78	34.46
Mech. 1st Class	31.10	32.78	34.46
Flagman	23.32	24.59	25.85
Certified Welder Pipe Type Cable	40.81	43.03	45.23
Cable Splicer pipe type cable	42.76	45.08	47.39

Additional 1.00 per hour for entire crew when a helicopter job.

Above rates apply on Switching Structures, Maintenance projects, Railroad Catenary install/maint, Third rail installation, Bonding of Rails and pipe type cable and installation of Fiber Optic Cable.

Lineman /Technician	\$ 37.56	\$ 39.67	\$ 41.78
Welder/Cable Splicer	37.56	39.67	41.78
Digging Machine Operator	33.80	35.70	37.60
Tractor Trailer Driver	31.93	33.72	35.51
Groundman Truck Driver	30.05	31.74	33.42
Mechanic 1st Class	30.05	31.74	33.42
Flagman	22.54	23.80	25.07

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

Above rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of Fiber Optic Cable where no other construction trades are or have been involved.

Lineman/Technician	\$ 37.56	\$ 39.67	\$ 41.78
Cable Splicer pipe type cable	41.32	43.64	45.96
Certified Welder pipe type	39.44	41.65	43.87
Digging Machine Operato	33.80	35.70	37.60
Tractor Trailer Driver	31.93	33.72	35.51
Mechanic 1st Class	30.05	31.74	33.42
Groundman Truck Driver	30.05	31.74	33.42
Flagman	22.54	23.80	25.07

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

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

SUPPLEMENTAL BENEFITS

Per hour worked including holidays listed below:

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

\$ 11.75
 *plus
 7% of hourly wage paid.

OVERTIME PAY

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

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

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

HOLIDAY

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

SUPPLEMENTS for holidays paid at straight time

REGISTERED APPRENTICES

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

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

Supplemental Benefits per hour worked:

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

\$ 11.75
 *plus
 7% of hourly wage paid

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

6-1249a

Lineman Electrician - Teledata **10/01/2007**

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

FOR WORK OUTSIDE BUILDING PROPERTY LINES.

07/01/2007

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

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

SUPPLEMENTAL BENEFITS

Per hour worked:

4.43
 *plus 3% of
 hourly wage
 paid

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal Lighting **10/01/2007**

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:

	07/01/2007	05/05/2008	05/04/2009
Certified Welder	\$ 36.23	\$ 38.20	\$ 40.16
Lineman/Technician	34.50	36.38	38.25
Digging Mach	31.05	32.74	34.43
Tractor trailer driver	29.33	30.92	32.51
Groundman Truck Driver	27.60	29.10	30.60
Mechanic 1st Class	27.60	29.10	30.60
Flagman	20.70	21.83	22.95

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

SUPPLEMENTAL BENEFITS

Per hour worked:

The following APPRENTICE Rates and the following SUPPLEMENTAL BENEFITS apply to all classifications.

\$ 11.75
*plus
6.5% of hourly wage paid

NOTE: Additional \$1.00 per hr. for entire crew when a helicopter is used.
*NOTE: The 6.5% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE* Double time for all emergency work designated by the Dept. of Jurisdiction.

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

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

HOLIDAY

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

REGISTERED APPRENTICES

(1000) hour terms at the following percentage of Journey's wage.

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

6-1249a-LT

Lineman Electrician - Tree Trimmer

10/01/2007

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

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

07/01/2007

Tree trimmer	\$ 20.40
Equip Operator	18.00
Mechanic	18.00
Truck Driver	15.21
Ground person	12.49
Flag person	8.89

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 5.35
*plus 3% of
hourly wage paid

Supplements paid at STRAIGHT TIME rate for holidays.

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

6-1249TT

Mason - Building

10/01/2007

JOB DESCRIPTION Mason - Building

DISTRICT 5

ENTIRE COUNTIES

Erie, Niagara, Orleans

PARTIAL COUNTIES

Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour:	07/01/2007	07/01/2008 Additional	07/01/2009 Additional
Bricklayer	\$ 28.50	\$ 1.00	\$ 1.00
Tuck Pointer	28.50	\$ 1.00	\$ 1.00
Cement Mason*	28.50*	\$ 1.00*	\$ 1.00*
Plasterer *	28.50*	\$ 1.00*	\$ 1.00*
Stone Mason	28.50	\$ 1.00	\$ 1.00

* Applies only to Orleans County, all other areas have separate rates.

SUPPLEMENTAL BENEFITS

Per hour worked:
\$ 16.08

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

1250 hour terms at the following wage:

1st	2nd	3rd	4th
\$14.97	\$15.04	\$18.41	\$22.28

Supplemental benefits per hour worked:

1st	2nd	3rd	4th
\$ 7.28	\$ 11.64	\$ 12.75	\$ 13.36

5-3B-Z3

Mason - Building

10/01/2007

JOB DESCRIPTION Mason - Building

DISTRICT 3

ENTIRE COUNTIES

Erie, Niagara

PARTIAL COUNTIES

Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour: 07/01/2007

Plasterer \$ 25.10
Additional \$2.00/hr for work on swing stage over 20 feet.

SUPPLEMENTAL BENEFITS

Per hour worked:
\$ 11.89

OVERTIME PAY

Exterior work only See (B, E, E2, Q) on OVERTIME PAGE.
All other work 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 dollar amounts:

0 to 1000	to 2000	to 3000	to 4000	to 5000	to 5500	to 6000
\$ 10.30	\$ 12.30	\$ 14.30	\$ 14.30	\$ 16.30	\$ 17.30	\$ 18.30

Supplemental benefits per hour worked:

Hour terms at the following dollar amounts:

0 to 3000	to 5000	to 5500	to 6000
\$ 0.00	\$ 2.00	\$ 3.00	\$ 4.00

3-9-Pltr

Mason - Building / Heavy&Highway

10/01/2007

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 3

ENTIRE COUNTIES

Erie

PARTIAL COUNTIES

Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour:	7/1/07	7/1/08	7/1/09	7/1/10	7/1/11
			Addit.	Addit.	Addit.
Cement Mason	\$ 25.00	\$ 25.00	\$ 1.70	\$ 1.70	\$ 1.75

Additional \$0.30 per hr for Swing scaffold or exterior scaffold 42' or higher.

SUPPLEMENTAL BENEFITS

Per hour paid:

\$ 19.62	\$ 21.12
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OVERTIME PAY

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

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following dollar amounts:

1st	2nd	3rd	4th	5th	6th
\$ 12.65	\$ 13.65	\$ 14.65	\$ 17.65	\$ 19.65	\$ 21.65

Supplemental benefits per hour paid:

1st	2nd	3rd	4th	5th	6th
\$ 2.17	\$ 4.29	\$ 5.48	\$ 7.68	\$ 8.90	\$ 11.06

3-111Erie

Mason - Heavy&Highway

10/01/2007

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 5

ENTIRE COUNTIES

Allegany, Broome, Chautauqua, Chemung, Chenango, Cortland, Delaware, Genesee, Livingston, Monroe, Ontario, Orleans, Otsego, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

PARTIAL COUNTIES

Cattaraugus: Entire county except in the Townships of Perrysburg and the Village of Gowanda only the Bricklayer classification applies.

Erie: Only the Bricklayer classification applies.

Niagara: Only the Bricklayer classification applies.

WAGES

Per hour: 07/01/2007

Cement Mason \$ 26.23

Bricklayer 26.23

Add \$1.00 per hour for work from swing stage or swing scaffold, including rolling scaffold suspended from bridges.

SUPPLEMENTAL BENEFITS

Per hour worked: \$ 13.83

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

750 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:

\$ 13.83

5-3h

Mason - Tile Finisher

10/01/2007

JOB DESCRIPTION Mason - Tile Finisher

DISTRICT 5

ENTIRE COUNTIES

Erie, Niagara, Orleans

PARTIAL COUNTIES

Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour:	07/01/2007	07/01/2008	07/01/2009
		Additional	Additional
Tile Finisher	\$ 25.09	\$ 1.00	\$ 1.00

Marble, Slate, Terrazzo and Tile

SUPPLEMENTAL BENEFITS

Per hour worked: \$ 9.76

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

1200 hours 1st and 2nd term and 1300 hours 3rd term at the following wages.

1st	2nd	3rd
\$ 11.06	\$ 15.40	\$ 20.00

Supplemental Benefits per hour worked:

1st	2nd	3rd
\$ 2.79	\$ 5.45	\$ 7.85

5-3TF - Z3

Mason - Tile Setter

10/01/2007

JOB DESCRIPTION Mason - Tile Setter

DISTRICT 5

ENTIRE COUNTIES

Erie, Niagara, Orleans

PARTIAL COUNTIES

Cattaraugus: Only in the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour:	07/01/2007	07/01/2008	07/01/2009
Tile Setter:	\$ 28.25	\$ 1.00	\$ 1.00
Marble, Slate, Terrazzo and Tile			

SUPPLEMENTAL BENEFITS

Per hour worked:	\$ 15.83
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

1250 hour terms at the following wage:

1st	2nd	3rd	4th
\$ 14.69	\$ 14.75	\$ 18.06	\$ 21.87

Supplemental benefits per hour worked:

1st	2nd	3rd	4th
\$ 7.28	\$ 11.64	\$ 12.75	\$ 13.36

5-3TS - Z3

Operating Engineer - Building

10/01/2007

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 3

ENTIRE COUNTIES

Cattaraugus, Chautauqua, Erie, Orleans, Wyoming

PARTIAL COUNTIES

Genesee: Only 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

CLASS A: Air Hoist, All Boom Type Equipment, All Pans and Carry-alls, Archer Hoist, Asphalt Curb and Gutter Machines, Asphalt Roller, Asphalt Spreader or Paver, Automatic Fine Grade Machine (CMI or similar, first and second operator), Backhoe and Pullhoe, Backhoe and Pullhoe (tractor mounted, rubber tired), Back Filling Machine, Belt Placer (CMI or similar type), Bending Machine (Pipe), Bituminous Spreader and Mixer, Blacktop Plants (Automated and Non-automated), Blast or Rotary Drill (Truck or Track Mounted), Blower for Burning Brush, Boiler (when used for power), Boom Truck (excluding pick-up and delivery), Boring Machine, Bulldozer, Cableway, Cage Hoist, Caisson Auger, Central Mix Plant (and all concrete batching plants), Cherry Picker, Concrete Cleaning Decontamination Machine Operator, Concrete Curb and Gutter Machine, Concrete Curing Machine, Concrete Cutters (Vermeer or Similar Type), Concrete Mixer (over 1/2 cu yd.), Concrete Pavement Spreaders and Finishers, Concrete Paver, Concrete Pump, Conveyor, Core Drill, Crane, Crusher, Decon of Equipment, Derrick, Dragline, Dredge, Drill Rig (Tractor Mounted), Dual Drum Paver, Electric Pump used in conjunction with Well Point Systems, Elevating Grader (self propelled or towed), Elevator, Excavator (all purpose, hydraulically operated), Farm Tractor with Accessories, Fine Grade Machine, Forklift, Front End Loader, Generator (10 outlets or more), Gradall, Grader, Grout or Guniting Machine, Head Tower, Heavy Equipment Robotics Operator/Mechanic, Helicopter (when used for hoisting), Hoist (one drum), Hoisting Engine, Horizontal Directional Drill Locator, Horizontal Directional Drill Operator, Hydraulic Boom, Hydraulic Hammer (self-propelled), Hydraulic Pipe Jack Machine (or similar type machine), Hydraulic Rock Expander (or similar type machine), Hydraulic System Pumps, Hydro Crane, Hydro Hammer (or similar type), Industrial Tractor, Jersey Spreader, Kolman Plant Loader (and similar type loaders), Laser Screed, Locomotive, Lubrication Truck, Maintenance Engineer, Maintenance, Lubrication Unit or Truck, Mine Hoist, Mixer for Stabilized Base (self-propelled), Monorail, Motorized Hydraulic Pin Puller, Motorized Hydraulic Seeder, Mucking Machine, Mulching Machine, Multiple Drum Hoist (more than one drum in use), Overhead Crane, Peine Crane (or similar type), Pile Driver, Plant Engineer, Pneumatic Mixer, Post Hole Digger and Driver, Power Broom, Pumpcrete, Push Button Hoist, Push or Snatch Cat, Quarry Master or equivalent, Road Widener, Rock Bit Sharpener (all types), Roller (all), Rolling Machine (pipe), Rotomill, Scissors Trucks, Lift, or Boom Lift of any type (when used for hoisting), Scoopmobile, Shovel, Sideboom, Skidsteer/Bobcat (Similar Type), Skimmer, Slip Form Paver (CMI or similar type), Snorkel/Vacuum Truck, Strato-Tower, Stump Chipping Machine, Tire Truck and Drivers performing tire repair (exclude outside vendor), Towed Roller, Tractor Drawn Belt-Type Grader/Loader, Tractor Shovel, Tractor with Towed Accessories, Tractor (when using winch power), Tractors, Trencher, Truck Crane, Truck Mechanic and Helper (exclude Teamsters when repairing their own trucks), Tunnel Shovel, Tube Finisher (CMI and similar type), Ultra High Pressure Waterjet Cutting Tool System Operator/Mechanic, Vacuum Blasting Machine Operator/Mechanic, Vibratory Compactor, Vibro Tamp, Well Drilling Machine, Well Point, Winch, Winch Truck with A Frame.

CLASS B: Aggregate Bin, Aggregate Plant, Apprentice Engineer, Apprentice Engineer Driver, Articulated Off Road Material Hauler, Boiler (used in conjunction with production), CMI and similar type Concrete Spreads (Apprentice Engineer), Cement Bin, Chipping Machine and Chip Spreader, Compressors (4 or less), Compressors (any size, but subject to other provisions for Compressors, Dust Collectors, Generators, Mechanical Heaters, Pumps, Welding Machines - four of any type or combination), Concrete Mixer (1/2 cu. yd. and under), Fireman, Form Tamper, Form Trucks (excluding Teamster or delivery), Fuel Truck or Drivers (exclude Teamster or delivery), Heaters, Heating Boiler (used for temporary heat), Helper on Lubrication Unit or Truck, Jeep Trencher, Power Heaterman, Power Plant in excess of 10 K.W., Pumps, Revinus Widener, Steam Boilers (if manning or license by local law is required), Steam Cleaner (when used for cleaning equipment on the job site), Welding Machine (1 machine over 300 amps or 2 or 3 machines regardless of amps).

Operating Engineer- Building:

Per hour:	07/01/2007
Master Mechanic	\$ 29.98
Asst. Master Mechanic	29.34
Crane (boom over 100ft)	29.66
" (boom over 200ft)	29.91
" (boom over 300ft)	30.41
CLASS A	28.91
CLASS B	24.41

Additional \$1.00 per hour for tunnel work.
 Additional \$2.50 per hour for CHEMICAL, HAZARDOUS OR TOXIC WASTE projects.
 Additional \$3.00 per hour for all lattice boom cranes and any hydraulic crane over 60 ton capacity.

SUPPLEMENTAL BENEFITS

Per hour:	
Journeyman	\$ 19.76*
Apprentice Engineers	19.36*
Helper on lube truck	19.36*

Note: Benefits are paid at the same premium as the wages for overtime wages.
 * \$ 6.41 of the time and one half premium benefit must be paid as wages.
 * \$12.81 of the double time premium benefit must be paid as wages.

OVERTIME PAY

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

Note - Worked holidays require the payment of holiday pay plus straight time pay.

HOLIDAY

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

Note - Worked holidays require the payment of holiday pay plus straight time pay.

REGISTERED APPRENTICES

Wages per hour:

Receive \$0.40 per hour less than Journeymen with the exception of the Class B rate which is paid in full.

Supplemental benefits per hour:

\$ 19.36*

Note: Benefits are paid at the same premium as the wages for overtime wages.

* \$ 6.41 of the time and one half premium benefit must be paid as wages.

* \$12.81 of the double time premium benefit must be paid as wages.

3-17b

Operating Engineer - Heavy&Highway

10/01/2007

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 3

ENTIRE COUNTIES

Cattaraugus, Chautauqua, Erie, Orleans, Wyoming

PARTIAL COUNTIES

Genesee: Only 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

CLASS A: Air Hoist, All Boom Type Equipment, All Pans and Carry-Alls, Asphalt Curb and Cutter Machines, Asphalt Roller, Asphalt Spreader or Paver, Automatic Fine Grade Machine (CMI or similar, first and second operator), Backhoe and Pullhoe (all), Back Filling Machine, Belt Placer (CMI or similar type), Bending Machine (pipe), Bituminous Spreader and Mixer, Blacktop Plant (all), Blast or Rotary Drill (Truck or Track Mounted), Blower for Burning Brush, Boiler (when used for power), Boom Truck, Boring Machine, Bulldozer, Cableway, Cage Hoist, Caisson Auger, Central Mix Plant (and all Concrete Batching Plants), Cherry Picker, Concrete Cleaning Decontamination Machine, Concrete Curb and Gutter Machine, Concrete Curing Machine, Concrete Mixer (over 1/2 cu. yd.), Concrete Pavement Spreaders and Finishers, Concrete Paver, Concrete Pump, Concrete Saw (self propelled), Conveyor, Convoying Vehicles Convoying Engineer's Equipment, Core Drill, Crane, Crusher, Decontamination of Equipment, Derrick, Dragline, Dredge, Drill Rig (Tractor Mounted), Dual Drum Paver, Electric Pump used in conjunction with Well Point Systems, Elevating Grader (self propelled or towed), Elevator, Excavator (all purpose, hydraulically operated), Farm Tractor with Accessories, Fine Grade Machine, Forklift, Front End Loader, Gradall, Grader, Grout or Guniting Machine, Head Tower, Heavy Equipment Robotics Operator/Mechanic, Hoist (all types), Hoisting Engine, Horizontal Directional Drill Locator, Horizontal Directional Drill Operator, Hydraulic Boom, Hydraulic Hammer (self propelled), Hydraulic Pipe Jack Machine, (or similar type machine), Hydraulic Rock Expander (or similar type machine), Hydraulic System Pumps, Industrial Tractor, Jersey Spreader, Kolman Plant Loader (and similar type Loaders), Laser Screed, Locomotive, Log Skidder (similar type), Maintenance Engineer, Maintenance, Lubrication Unit or Truck, Mine Hoist, Mixer for Stabilized Base (self propelled), Monorail, Motorized Hydraulic Pin Puller, Motorized Hydraulic Seeder, Mucking Machine, Mulching Machine, Overhead Crane, Parts Chasing, Peine Crane (or similar type), Pile Driver, Plant Engineer, Pneumatic Mixer, Post Hole Digger and Post Driver, Power Broom, Pump Crete, Push Button Hoist, Push or Snatch Cat, Quarry Master (or equivalent), Road Widener, Rock Bit Sharpener (all types), Roller (all), Rolling Machine (Pipe), Rotomill, Scoopmobile, Shovel, Side Boom, Skidsteer/Bobcat (similar type), Skimmer, Slip Form Paver (CMI or similar, first and second operator), Snorkel/Vacuum Truck, Strato-Tower, Tire Truck & Repair, Towed Roller, Tractor Drawn Belt-Type Grader/Loader, Tractor Shovel, Tractor with Towed Accessories, Tractors (when using winch power), Trencher, Truck Crane, Tug Boats, Tunnel Shovel, Tube Finisher (CMI and similar), Vacuum Blasting Machine Operator/Mechanic, Vibratory Compactor, Vibro Tamp, Waterjet Cutting Tool System Operator/Mechanic (Ultra High Pressure), Well Drilling Machine, Well Point, Winch, Winch Truck with A Frame.

CLASS B: Aggregate Bin, Aggregate Plant, Apprentice Engineer, Apprentice Engineer Driver, Articulated Off Road Material Hauler, CMI and similar type Concrete Spreads (Apprentice Engineer), Cement Bin, Chipping Machine and Chip Spreader, Compressors (4 or less), Compressors: any size, but subject to other provisions for Compressors, Dust Collectors, Generators, Mechanical Heaters, Pumps, Welding Machines (four of any type or combination), Concrete Mixer (1/2 cu. yd. and under), Fireman, Form Tamper, Fuel Truck, Heating Boiler (used for temporary heat), Helper on Lubrication Unit or Truck, Jeep Trencher, Power Heaterman, Power Plant in excess of 10 K.W., Pumps (4" or over), Revinus Widener, Steam Cleaner, Stump Chipping Machine, Welding Machine (1 machine over 300 amps or 2 or 3 machines regardless of amps).

Operating Engineer- Building Site, Heavy/Highway, Sewer/Water, Tunnel:

Per hour: 07/01/2007

Master Mechanic	\$ 29.98
Asst.Master Mechanic	29.34
Crane(boom over 100ft)	29.66
" (boom over 200ft)	29.91
" (boom over 300ft)	30.41
CLASS A	28.91

CLASS B 24.41

Additional \$1.00 per hour for tunnel work
 Additional \$2.50 per hour for CHEMICAL, HAZARDOUS OR TOXIC WASTE projects.
 Additional \$3.00 per hour for all lattice boom cranes and any hydraulic crane over 60 ton capacity.
 For work bid after 05/01/2005 an additional \$1.50 per hour when shift work is mandated either in the job specifications or by the contracting agency.

SUPPLEMENTAL BENEFITS

Per hour worked:	
Journeyman	\$ 19.76*
Apprentice Engineers	19.36*
Helper on Lube Truck	19.36*

Note: Benefits are paid at the same premium as the wages for overtime wages.
 * \$ 6.41 of the time and one half premium benefit must be paid as wages.
 * \$12.81 of the double time premium benefit must be paid as wages.

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

Receive \$0.40 per hour less than Journeymen with the exception of the Class B rate which is paid in full.

Supplemental benefits per hour worked:

\$ 19.36**

Note: Benefits are paid at the same premium as the wages for overtime wages.
 * \$ 6.41 of the time and one half premium benefit must be paid as wages.
 * \$12.81 of the double time premium benefit must be paid as wages.

3-17 hh/sw/t

Operating Engineer - Marine Construction

10/01/2007

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:

DIPPER, CLAMSHELL DREDGES & HYDRAULIC DREDGES	07/01/2007- 09/30/2007	10/01/2007- 09/30/2008	10/01/2008
CLASS A			
Operator, Leverman, Lead Dredgeman	\$ 31.59	\$ 32.09	\$ 32.89
CLASS B			
Spider/Spill Barge Operator, Tug Operator(over1000hp), OperatorII, Fill Placer, Derrick Operator, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer	\$ 27.49	\$27.94	\$ 28.49
Certified Welder, Boat Operator(licensed)	\$ 25.79	\$ 26.29	\$ 26.84

CLASS C			
Drag Barge Operator, Steward, Mate, Assistant Fill Placer, Welder (please add)	\$ 25.04	\$ 25.49	\$ 26.14
	\$ 0.51	\$ 0.06	
Boat Operator	\$ 24.29	\$ 24.79	\$ 25.29
CLASS D			
Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor Oiler(please add)	\$ 20.34	\$ 20.64	\$ 21.09
	\$ 0.09		

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

	07/01/2007- 09/30/2007	10/01/2007- 09/30/2008	10/01/2008
All Classes A & B (overtime hours add)	\$ 7.55 plus 7% of straight time wage \$ 0.63	\$ 7.80 plus 7% of straight time wage \$ 0.63	\$ 8.05 plus 7% of straight time wage \$ 0.63
All Class C (overtime hours add)	\$ 7.35 plus 7% of straight time wage \$ 0.48	\$ 7.50 plus 7% of straight time wage \$ 0.48	\$ 7.75 plus 7% of straight time wage \$ 0.48
All Class D (overtime hours add)	\$ 6.95 plus 7% of straight time wage \$ 0.33	\$ 7.20 plus 7% of straight time wage \$ 0.23	\$ 7.45 plus 7% of straight time wage \$ 0.23

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarConst

Operating Engineer - Survey Crew

10/01/2007

JOB DESCRIPTION Operating Engineer - Survey Crew

DISTRICT 6

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

Per hour:

SURVEY CLASSIFICATIONS: Party Chief- One who directs a survey party. Instrumentman- One who runs the instrument and assists the Party Chief. Rodman- One who holds the rods and in general, assists the survey party.

	07/01/2007	06/01/2008
Survey Rates:		
Party Chief	\$ 29.11	\$ 29.82
Instrument/Rodperson	26.43	27.05

Additional 3.00 per hr. for work in a Tunnel.
 Additional 2.50 per hr. for EPA or DEC certified toxic or hazardous waste work

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 15.45 \$ 16.30

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

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

	1st	2nd	3rd
7/01/2007	15.86	18.51	21.15

Supplemental Benefits:

Per hour worked:

Apprentices \$ 15.45 16.30

6-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

10/01/2007

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 6

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

Per hour:

Feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a consulting

ENGINEER AGREEMENT SURVEY CLASSIFICATIONS: Party Chief- One who directs a survey party. Instrumentman- One who runs the instrument and assists the Party Chief. Rodman- One who holds the rods and in general, assists the survey party.

Survey Rates:	07/01/2007	06/01/2008
Party Chief	\$ 29.11	\$ 29.82
Instrument/Rodperson	26.43	27.05

Additional 3.00 per hr. for work in a Tunnel.
 Additional 2.50 per hr. for EPA or DEC certified toxic or hazardous waste work

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 15.45 \$ 16.30

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

6-545 DCE

Operating Engineer - Trenchless Pipe Rehab

10/01/2007

JOB DESCRIPTION Operating Engineer - Trenchless Pipe Rehab

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:

07/01/2007

DSET/DSSET Operator	\$ 30.00
Robotic Unit Operator	30.00
DDCC Injection Operator	30.00
Technician/Equipment Operator	25.50
AM Liner/Hydra Seal Installer	25.50
Hobas Pipe, Polyethylene Pipe or Pull and Inflate Liner Inst.	25.50

SUPPLEMENTAL BENEFITS

Per Hour Worked

All Classifications \$ 11.34

OVERTIME PAY

See (B, H) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

At One Year Terms
 (Per Hour)

First Year	\$ 16.00
Second Year	16.75
Third Year	17.25
Fourth Year	18.00

Supplemental Benefit
 (Per Hour Worked)

All Terms \$ 11.34

4-138TrchPReh

Painter

10/01/2007

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:

	7/1/07	5/1/08	5/1/09	5/1/10	5/1/11
		Addit.	Addit.	Addit.	Addit.
Bridge*	\$ 31.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
Tunnel*	31.00	2.00	2.00	2.00	2.00
Tank*	29.00	2.00	2.00	2.00	2.00

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

* Note an additional \$1.00 per hour 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:
 \$ 16.15 \$ 16.25 \$ 16.30 \$ 16.35 \$ 16.40

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:

1000 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	\$ 1.70
3rd & 4th terms	4.70
5th & 6th terms	5.70

3-4-Bridge, Tunnel, Tank

Painter

10/01/2007

JOB DESCRIPTION Painter

DISTRICT 3

ENTIRE COUNTIES

Allegany, Erie, Genesee, Niagara, Orleans, Wyoming

PARTIAL COUNTIES

Cattaraugus: Entire County except the Townships of Conewango, Leon, Napoli, New Albion, Randolph and South Valley.
 Chautauqua: Only the Townships of Awkright, Dunkirk, Hanover, Pomfret, Portland, Sheridan and Villenova.
 Livingston: Only the Townships of North Dansville, Nunda, Ossian, Portage, Sparta, Spring Water and West Sparta.
 Steuben: Only the Townships of Avoca, Canisteo, Cohocton, Dansville, Fremont, Greenwood, Hartsville, Hornellsville, Howard, Jasper, Prattsburg, Pulteney, Troupsburg, Tuscarora, Urbana, Wayland, Wayne, Woodhull, West Union, Wheeler, and the City of Hornell.

WAGES

Per hour:	7/1/07	5/1/08	5/1/09	5/1/10	5/1/11
Basic Rate (Brush & Roll)	\$ 23.89	\$ 1.00	\$ 1.00	\$ 1.20	\$ 1.20
Spray painting, wallcovering	24.14	1.00	1.00	1.20	1.20
Abrasive and hyroblasting	24.14	1.00	1.00	1.20	1.20
Taping/DryWall Finisher	24.39	1.00	1.00	1.20	1.20
Skeleton Steel*	24.64	1.00	1.00	1.20	1.20
Swing scaffold or hanged rigging platforms	24.64	1.00	1.00	1.20	1.20

* Skeleton Steel: No floors, walls or ceiling are constructed, including radio and television towers, flagpoles, smokestacks, cranes and the abatement of coatings with lead, asbestos and/or arsenic, etc.

SUPPLEMENTAL BENEFITS

Per hour worked:
 \$ 15.35 \$ 15.45 \$ 15.55 \$ 15.60 \$ 15.65

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:

Painter/Decorator: 1000 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%

Taper/Drywall Finisher with less than 2000 hours as of 07/29/04: 1000 hour terms at the following percentage of Journeyman's Taper wage:

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

Taper/Drywall Finisher with 2000 hours or more as of 07/29/04: 1000 hour terms at the following percentage of Journeyman's Taper wage:

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

Supplemental benefits per hour worked:

Painter/Decorator and Taper/Drywall Finisher:

1st & 2nd terms	\$ 1.70
3rd & 4th terms	4.70
All other terms	5.70

3-4-Buf, Nia, Olean

Painter - Metal Polisher

10/01/2007

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

07/01/2007

Metal Polisher \$ 23.10*

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2007

Journeyman: \$ 11.02

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

55% of Basic Polisher Rate (*)

9-8A/28A-MP

Plumber

10/01/2007

JOB DESCRIPTION Plumber

DISTRICT 3

ENTIRE COUNTIES

Erie, Niagara, Wyoming

PARTIAL COUNTIES

Allegany: Only the Townships of Allen, Angelica, Belfast, Caneadea, Centerville, Granger, Hume, New Hudson and Rushford
 Cattaraugus: Only the Townships of Ashford, Dayton, East Otto, Ellicottville, Farmersville, Franklinville, Freedom, Leon, Lyndon, Machias, Mansfield, New Albion, Otto, Perrysburg, Persia and Yorkshire.
 Chautauqua: Only the Townships of Arkwright; Charlotte, Cherry Creek, Dunkirk, Hanover, Pomfret, Portland, Ripley, Sheridan, Stockton, Villenova and Westfield.
 Genesee: Only the Townships of Alabama, Alexander, Batavia, Darien, Elba, Oakfield, Pembroke and the City of Batavia.
 Orleans: Only the Townships of Ridgeway, Shelby and Yates.

WAGES

Per hour:	07/01/2007	05/01/2008 Additional	05/01/2009 Additional
Plumber	\$ 28.50	\$ 1.55	\$ 1.62
Steamfitter	28.50	1.55	1.62
Hazmat work	29.50	1.55	1.62

SUPPLEMENTAL BENEFITS

Per hour worked:
 \$ 14.53*

* Note - \$1.40 of this amount must be paid at the same premium as the wage.

OVERTIME PAY

See (*B1, Q) on OVERTIME PAGE

* 9th and 10th hour on Saturday to be paid at time and one half.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th	5th
45%	55%	65%	75%	90%

Add \$1.00 per hour for Hazmat work.

Supplemental benefits per hour worked:

\$ 11.12*

* Note - \$1.40 of this amount must be paid at the same premium as the wage.

3-22-Buffalo, Niagara

Roofer

10/01/2007

JOB DESCRIPTION Roofer

DISTRICT 3

ENTIRE COUNTIES

Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour: 07/01/2007

Asbestos Removal	\$ 25.50
Slate, Tile	24.65
Precast tile / slabs	24.65
Crete / gypsum planks	24.65
Damp and waterproofer	24.50
Composition, spayers,	24.50
Asphalt mastic,	24.50
Steep roofers	24.50

SUPPLEMENTAL BENEFITS

Per hour worked:
 \$ 11.91

OVERTIME PAY

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

* and ** Double time after 8 hours on Saturday.

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:

0 to 1000	to 2000	to 2500	to 3000	to 3500	to 4000	to 4500	to 5000	to 5500	to 6000
50%	55%	60%	65%	70%	75%	80%	85%	90%	95%

Supplemental benefits per hour:

0 to 1000	to 2000	to 2500	to 3000	to 3500	to 4000	to 4500	to 5000	to 5500	to 6000
\$ 0.00	\$ 6.76	\$ 9.85	\$ 10.11	\$ 10.37	\$ 10.62	\$ 10.88	\$ 11.14	\$ 11.40	\$ 11.65

3-74

Sheetmetal Worker

10/01/2007

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 3

ENTIRE COUNTIES

Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour: 07/01/2007
\$ 29.25

Additional \$0.50 per hour for work 30' above floor on boatswain chair.
Additional \$1.00 per hour for work in "Hot" areas of Atomic Laboratories.

SUPPLEMENTAL BENEFITS

Per hour worked: \$ 13.50 For overtime hours \$8.02 of this amount must be paid at the same premium as the wage.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following wage:

1st	2nd	3rd	4th	5th
\$ 13.16	\$ 16.03	\$ 17.35	\$ 21.32	\$23.96

Supplemental benefits per hour:

1st term	\$ 9.30	For overtime hours \$3.82 of this amount must be paid at the same premium as the wage.
2nd term	10.70	For overtime hours \$5.22 of this amount must be paid at the same premium as the wage.
3rd term	12.24	For overtime hours \$6.76 of this amount must be paid at the same premium as the wage.
4th term	12.66	For overtime hours \$7.18 of this amount must be paid at the same premium as the wage.
5th term	12.94	For overtime hours \$7.46 of this amount must be paid at the same premium as the wage.

3-71

Sprinkler Fitter

10/01/2007

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 07/01/2007

Sprinkler Fitter \$ 28.40

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 15.40

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

1st & 2nd terms	\$ 6.51
3rd & 4th terms	10.65
All others	15.40

1-669

Teamster - Building / Heavy&Highway

10/01/2007

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 3

ENTIRE COUNTIES

Erie, Niagara

PARTIAL COUNTIES

Genesee: Only in the Townships of Alabama, Darien and Pembroke.

Orleans: Only the Townships of Ridgeway, Shelby and Yates.

Wyoming: Only in the Townships of Arcade, Bennington, Java and Sheldon.

WAGES

GROUP 1: Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers.

GROUP 2: Tandems and Batch Trucks, Mechanics, Dispatcher.

GROUP 3: Semi-Trailers, Low-Boy Trucks, Asphalt Distributor Trucks and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Trucks

GROUP 4: Specialized Earth Moving Equipment, Euclid type, or similar off-highway, where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck.

GROUP 5: Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

Per hour: 07/01/2007

All GROUPS \$ 25.23

Add \$2.00 when required to use personal protection when performing hazardous waste removal work.

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 7.30*

*Note - Only \$ 3.60 per hour needs to be paid for overtime hours.

OVERTIME PAY

See (B, G, P) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

3-449

Teamster - Building / Heavy&Highway

10/01/2007

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 3

ENTIRE COUNTIES

Erie, Niagara

PARTIAL COUNTIES

Genesee: Only in the Townships of Alabama, Darin and Pembroke.

Orleans: Only the Townships of Ridgeway, Shelby and Yates.

Wyoming: Only in the Townships of Arcade, Bennington, Java and Sheldon.

WAGES

Per hour:	07/01/2007	06/01/2008	06/01/2009
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Dump Truck Operator \$ 16.05 \$ 16.55 \$ 17.05

SUPPLEMENTAL BENEFITS

Per hour worked: \$ 1.44 \$ 1.44 \$ 1.44

OVERTIME PAY

See (B, J) on OVERTIME PAGE

Note - Time and one half shall be paid for work in excess of five (5) days per week.

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

3-449d-DT

Welder

10/01/2007

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 07/01/2007

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

OVERTIME PAY

HOLIDAY

1-As Per Trade

Erie County Residential

Electrician - Residential

10/01/2007

JOB DESCRIPTION Electrician - Residential

DISTRICT 3

ENTIRE COUNTIES

Erie

PARTIAL COUNTIES

Cattaraugus: Only the Townships of Ashford, East Otto, Ellicottville, Farmersville, Freedom, Franklinville, Lyndon, Machias, Mansfield, New Albion, Otto, Perrysburg, Persia and Yorkshire.

Genesee: Only the Townships of Alabama, Alexander, Darien, Oakfield, Pembroke and that portion of the Towns of Batavia and Elba that are west of Little Tonawanda Creek; Tonawanda Creek; the City limits of Batavia (in effect prior to Feb. 1, 1970) and State Highway 98 north of the City of Batavia, then north on Highway 98 to the Orleans County line.

Wyoming: Only the Townships of Arcade, Attica, Bennington, Eagle, Java, Orangeville, Sheldon and Wethersfield.

WAGES

Per hour: 07/01/2007

Electrician \$ 18.30

When when shift work is mandated either in the job specification or by the contracting agency the following premiums apply:

17.3% for work from 4:30PM - 1:00AM

31.4% for work from 12:30AM - 9:00AM

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 4.66*

* NOTE - add 3% of the posted straight time or applicable premium wage rate.

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:

0 to 800 to 1600 to 3200 to 4800

50% 60% 70% 80%

Supplemental benefits per hour worked:

\$ 2.41*

* NOTE - add 3% of the posted straight time or applicable premium wage rate.

3-41r

Glazier - Residential

10/01/2007

JOB DESCRIPTION Glazier - Residential

DISTRICT 3

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour: 07/01/2007

05/01/2008

05/01/2009

Glazier \$ 10.00

Additional

Additional

\$ 0.75

\$ 0.75

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 7.52*

* Note - \$2.84 of this amount to be paid at the same premium as the wages.

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

3-660r

Plumber - Residential

10/01/2007

JOB DESCRIPTION Plumber - Residential

DISTRICT 3

ENTIRE COUNTIES

Erie, Niagara, Wyoming

PARTIAL COUNTIES

Genesee: Only the Townships of Alabama, Alexander, Batavia, Darien, Elba, Oakfield, Pembroke and the City of Batavia.

Orleans: Only the Townships of Ridgeway, Shelby and Yates.

WAGES

Per hour: 07/01/2007

Plumber \$ 22.80

Steamfitter 22.80

SUPPLEMENTAL BENEFITS

Per hour worked: \$ 14.53*

* Note - \$1.40 of this amount must be paid at the same premium as the wage.

OVERTIME PAY

See (*B1, Q) on OVERTIME PAGE

* 9th and 10th hour on Saturday to be paid at time and one half.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th	5th
45%	55%	65%	75%	90%

Supplemental benefits per hour worked:

\$ 11.12*

* Note - \$1.40 of this amount must be paid at the same premium as the wage.

3-22r-Buffalo, Niagara

Roofer - Residential

10/01/2007

JOB DESCRIPTION Roofer - Residential

DISTRICT 3

ENTIRE COUNTIES

Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour: 07/01/2007

Roofer \$ 19.60

SUPPLEMENTAL BENEFITS

Per hour worked: \$ 11.91

OVERTIME PAY

See (B, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

1st 1000 hrs	\$ 12.25
2nd 1000 hrs	13.48

Supplemental benefits per hour:

1st 1000 hrs \$ 0.00

2nd 1000 hrs 6.76

3-74r

Sheetmetal Worker - Residential 10/01/2007

JOB DESCRIPTION Sheetmetal Worker - Residential

DISTRICT 3

ENTIRE COUNTIES

Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour: 07/01/2007

\$ 23.40

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 11.90 For overtime hours \$6.42 of this amount must be paid at the same premium as the wage.

OVERTIME PAY

See (B, J) on OVERTIME PAGE

Note - Time and one half shall be paid for all work in excess of five days per week.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

3-71- r

Sprinkler Fitter - Residential 10/01/2007

JOB DESCRIPTION Sprinkler Fitter - Residential

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 07/01/2007

Sprinkler Fitter \$ 21.30

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 15.40

OVERTIME PAY

See (B, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

1st & 2nd terms	\$ 6.51
3rd & 4th terms	10.40
All others	15.40

1-669r

Overtime Codes

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

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

- (U) Four times the hourly rate for Holidays, if worked
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.

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

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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

SECTION 01110

SUMMARY OF WORK

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Table of Articles for this Section is:

<u>Article</u>	<u>Title</u>
1.1	Section Includes
1.2	Location and Description of Work
1.3	Work By Owner
1.4	Sequence and Progress of Work
1.5	Contractor's Use of Site
1.6	Easements and Rights-Of-Way
1.7	Notices to Owners and Authorities of Properties Adjacent to the Work

1.2 LOCATION AND DESCRIPTION OF WORK

- A. The Work is located at the site of the BLCP Site, Hanna Drive at Ship Canal Parkway.
- B. The Work to be performed under this Contract includes, but is not limited to, constructing the Work described below and all appurtenances and related to the Work. The Work shall be as follows:
1. Excavation, handling, and sorting of existing soil stockpile material located within Parcel 2 as specified and shown on the Drawings.
 2. Temporary stockpiling of materials not amenable for re-grading within Parcel 3 limits.
 3. On-site hauling and re-grading of stockpiled materials as specified and shown on the Drawings.
 4. Restoration as specified in the Contract Documents.
- C. Contracting Method: Work shall be constructed under one prime contract.

1.3 WORK BY OWNER

A. Not Used

1.4 SEQUENCE AND PROGRESS OF WORK

- A. Progress Schedule:
1. Submit a Progress Schedule covering the entire Work in accordance with Section 01320, Progress Schedule.
- B. Construction activities should generally be sequenced in the following order. The proposed sequence is intended to shorten the duration of major construction activities but does not include fine details for each activity. The proposed sequence is not intended to limit the CONTRACTOR's flexibility but rather to indicate to OWNER and ENGINEER intention to expedite project completion. Many of the activities in the proposed sequence can occur concurrently.
1. Prepare schedules and other submittals.
 2. Mobilize to job site.
 3. Initialize on-site erosion and sediment controls which shall be maintained throughout the entire duration of the project.
 4. Begin Excavation and sorting operations within the Parcel 2 stockpile area, starting at the eastern boundary of Lot A7, and working west towards Lot A5 as shown on the Drawings.
 5. Temporarily stockpile material unsuitable for re-grading as shown on Drawings.
 6. Demolish/downsize concrete material to meet the grading requirements as specified.
 7. Haul *acceptable* over-sized material (i.e. material with a nominal diameter less than 4-feet, free of protruding rebar), meeting the specification requirements, and re-grade the Parcel 3 area as shown on the Drawings, starting with the proposed landscape mounds. The larger diameter material shall be buried at the bottom of the landscape mounds, mixed with smaller graded materials, and compacted as specified.
 8. Restore the Parcel 2 stockpile area
 9. Demobilize from Site, leaving erosion and sediment controls in place within Parcels 2 and 3.
- C. CONTRACTOR shall prepare and submit to NYSDEC and ENGINEER, the required Notice of Intent (NOI) form required for the Construction Storm water Permit within 3 (Three) Calendar days upon receipt of the Notice to Proceed. NYSDEC guidelines indicate that construction may begin within 5 days upon receipt of the NOI. Work shall be substantially completed within 30 calendar days following the mandated 5 day waiting period, and will include excavation, handling, sorting disposal, and preliminary grading. Final site grading and restoration shall be complete 15 calendar days following substantial completion. If there are delays due to weather or other situations beyond the control of the CONTRACTOR, the Contract Times shall be extended as specified in Article 12.03 in the General Conditions.

1.5 CONTRACTOR'S USE OF SITE

- A. Contractor's use of the Site shall be confined to the areas shown.
- B. Move stored products that interfere with operations of Owner, other contractors, and others performing work for Owner.

1.6 EASEMENTS AND RIGHTS-OF-WAY

- A. Easements and rights-of-way will be provided by Owner. Confine construction operations within Owner's property, public rights-of-way, easements obtained by Owner, and the limits shown. Use care in placing construction tools, equipment, excavated materials, and products to be incorporated into the Work to avoid damage to property and interference with traffic. Do not enter private property outside the construction limits without permission from the owner of the property.

1.7 NOTICES TO OWNERS AND AUTHORITIES OF PROPERTIES ADJACENT TO THE WORK

- A. Notify owners of adjacent property and utilities when prosecution of the Work may affect their property, facilities, or use of property.
- B. When it is necessary to temporarily obstruct access to property, or when utility service connection will be interrupted, provide notices sufficiently in advance to enable affected persons to provide for their needs. Conform notices to applicable local ordinance and, whether delivered orally or in writing, include appropriate information concerning the interruption and instructions on how to limit inconvenience caused thereby.
- C. Utilities and other concerned agencies shall be notified at least 48 hours prior to cutting or closing streets or other traffic areas or excavating near underground utilities or pole lines.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

++ END OF SECTION ++

SECTION 01140

WORK RESTRICTIONS

PART 1 - GENERAL

1.1 USE OF PREMISES

- A. Limit use of premises to the areas of Work indicated on Drawings. Do not disturb portions of Site beyond areas in which Work is indicated.
 - 1. Limits:
 - a. Confine construction operations to the areas shown on the Drawings.
 - b. Confine storage of products and equipment, and location of temporary facilities to the areas shown on the Drawings.
 - 2. Access to Site, Access Roads, and Parking Areas: Conform to requirements of Section 01550, Access Roads and Parking Areas.

- B. Use of Existing Building: Maintain existing building in weathertight condition throughout construction. Protect building and its occupants during construction.
 - 1. Utilities, and Sanitary and First-aid Facilities: Conform to requirements of Section 01515, Temporary Sanitary and First-aid Facilities.

- C. Promptly repair damage to premises caused by construction operations. Upon completion of the Work, restore premises to specified condition; if condition is not specified, restore to pre-construction condition.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

++ END OF SECTION ++

SECTION 01271

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Items listed in this Section, beginning with Article 1.4, refer to and are the same pay items listed in the Bid Form. They constitute all pay items for completing the Work. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, *before and after surveys of the Parcel 2 stockpile area which are required for quantity calculation purposes*, CONTRACTOR's field offices, Project signs, sanitary requirements, Erosion and Sediment Control Plan preparation, Implementation and maintenance of erosion and sediment controls, safety devices, submittals and Record Survey, water supplies, power and fuel, traffic maintenance, security, coordination with OWNER's operations, bonds, insurance, or all other requirements of the General Conditions, Supplementary Conditions, General Requirements, and other requirements of the Contract Documents. Compensation for all services, items, and products shall be included in prices stipulated for lump sum and unit price pay items listed in this Section and included in the Contract.
- B. Each lump sum and unit bid price shall be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

1.2 RELATED PROVISIONS

- A. Payments to CONTRACTOR: Refer to General Conditions, Supplementary Conditions, and Agreement.
- B. Changes in Contract Price: Refer to General Conditions and Supplementary Conditions.
- C. Schedule of Values: Refer to General Conditions, Supplementary Conditions, and Section 01291, Schedule of Values.

1.3 CONTRACT NO. 1 - GENERAL CONSTRUCTION

- A. Item 1 - Mobilization / Demobilization:
1. Measurement and Payment: This Item shall be presented as a lump sum and shall include all Work and materials required to mobilization to the site and demobilization from the site.
- B. Item 2 - Clearing and Grubbing:

1. Measurement and Payment: This Item shall be presented as a unit price per square foot Item and shall include all Work, material, labor, and equipment required to clear surface vegetation from the Parcel 2 stockpile area prior to excavation, handling and sorting operations. This Item also includes on-site hauling and spreading of cleared vegetative materials at the location shown on the Drawings.

C. Item 3 – Excavation, Handling, Sorting and Re-Grading of Acceptable Fill Located Within the Parcel 2 Stockpile Area

1. Work Included: This Item shall be presented as a unit price per cubic yard Item, and shall include all Work, material, labor, equipment, and incidentals required for handling, sorting and re-grading of acceptable material located within the Parcel 2 stockpile area. This Item also includes all work associated with the demolition/downsizing of oversized concrete material in order to meet the required dimensions for re-grading as shown and specified in the Contract Documents, as well as all work associated with the cutting or separation of rebar from concrete pieces prior to re-grading on-site.

This Item also includes before and after surveys of the areas within Parcel 3 in which grading will occur.

2. Measurement and Payment: Payment for this Item shall be based on the in-place cubic yards removed from the Parcel 2 stockpile area, and graded as specified within Parcel 3. Contractor shall submit all surveys and associated volume calculations indicating actual in-place cubic yards removed from the Parcel 2 Stockpile Area, to ENGINEER prior to CONTRACTOR's request for payment.

D. Item 4 – Excavation, Handling, Sorting and On-Site Stockpiling of Waste Material Located Within the Parcel 2 Stockpile Area

1. Work Included: This Item shall be presented as a unit price per cubic yard Item, and shall include all Work, material, labor, equipment, and incidentals required for handling, sorting of waste material located within the Parcel 2 stockpile area. This Item also includes all costs associated with temporary stockpiling of waste material including railroad ties, debris, refuse, wood, and miscellaneous metal products (including rebar), near the eastern limits of the area shown on the Drawings as approved by ENGINEER.
2. Measurement and Payment: Payment for this Item shall be based on the in-place cubic yards of waste removed from the Parcel 2 stockpile area, and temporarily stockpiled at the location shown on the Drawings and approved by ENGINEER. The quantity for this Item shall be based on the balance calculated utilizing the before and after surveys for the Parcel 2 Stockpile Area, and the Parcel 3 Grading Areas. Contractor shall submit all surveys and associated volume calculations indicating actual in-place cubic yards of waste material removed from the Parcel 2 Stockpile Area, to ENGINEER prior to CONTRACTOR's request for payment.

E. Item 5 – Restoration:

1. Measurement and Payment: This Item shall be presented as a lump sum and shall include all Work, material, labor, and equipment required to properly restore the Site, including the Parcel 2 stockpile area disturbed during excavation activities. Restoration grading within the Parcel 2 area shall be done such that the remaining soil beneath the former stockpile area is adequately sloped and smoothly transitioned into the existing adjacent grades surrounding the former stockpile areas.

F. Item A1 – ***(TO ADD) TO ITEM 4:*** Off-Site Disposal (in Lieu of On-Site Stockpiling) of Waste Material Located Within the Parcel 2 Stockpile Area

1. Work Included: This Item shall be presented as a unit price per cubic yard Item, and shall include all Work, material, labor, equipment, and incidentals required for off-site disposal of waste materials excavated, handled, and sorted under Item 4 above, at a properly permitted facility. This Item replaces the on-site stockpiling component of Item 4 above. ***The unit price for this Item shall be the additional cost to Item 4, which would be required for off-site disposal of waste materials.***
2. Measurement and Payment: Payment for this Item shall be based on the in-place cubic yards of waste removed from the Parcel 2 stockpile area, and disposed off-site at a properly permitted facility. The quantity for this Item shall be based on the balance calculated utilizing the before and after surveys for the Parcel 2 Stockpile Area, and the Parcel 3 Grading Areas. Contractor shall submit all surveys and associated volume calculations indicating actual in-place cubic yards of waste material removed from the Parcel 2 Stockpile Area, to ENGINEER prior to CONTRACTOR's request for payment. Trucking manifests and waste disposal facility documentation shall also be submitted to ENGINEER prior to CONTRACTOR's request for payment for this Item.

G. Item A2 – Additional Parcel 2 Grading:

1. Measurement and Payment: This Item shall be presented as a unit cost per day for general grading/leveling of the Parcel 2 Stockpile Area following excavation, sorting and grading operations. This Item includes full compensation for all labor, material, equipment, and incidentals required for providing additional grading/leveling within the former Parcel 2 Stockpile Area. The intent of this Item is to grade/level the Parcel 2 Stockpile Area to slope consistently with existing roadways and facilitate future development in this area. The CONTRACTOR's price shall be based on utilizing a minimum D-6 sized dozer.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

++ END OF SECTION ++

SECTION 01291

SCHEDULE OF VALUES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Submit to ENGINEER for acceptance a Schedule of Values that allocates cost to each item of the Work. The Schedule of Values is a list of line items, corresponding to each aspect of the Work, establishing in detail the value or cost of each major part of the Work.
- B. Upon request of ENGINEER, support values with data that substantiate their correctness.
- C. The preliminary Schedule of Values is submitted to the ENGINEER for initial review. The CONTRACTOR shall incorporate the ENGINEER's comments into the Schedule of Values and provide a re-submittal to the ENGINEER. The ENGINEER may require corrections and re-submittal of the Schedule of Values until it is acceptable.
- D. The Schedule of Values and the Progress Schedule updates specified in Section 01320, Progress Schedule shall be used as the basis for preparing each Application for Payment. The Schedule of Values may be used as a basis for negotiating the price of changes in the Work.
- E. The Schedule of Values shall include an itemized list of Work for each major part of the Contract, for each payment item as listed in the Bid Form, and shall be grouped under the following areas:
 - 1. Earthwork.
 - 2. Hauling.
 - 3. Restoration.
 - 4. Off-site Disposal.
- F. Schedule of Values requirements are listed below. Requirements for the preliminary Schedule of Values and the Schedule of Values are identical.
 - 1. Schedule of Values shall show the division of Work between CONTRACTOR and Subcontractors. Schedule of Values line items for Work to be done by a Subcontractor shall include the word, "(SUBCONTRACTED)".
 - 2. Schedule of Values shall include a breakdown of costs for materials and equipment, installation, and other costs used in preparation of the Bid by the CONTRACTOR and each Subcontractor. Schedule of Values shall include the purchase and delivery cost for materials and equipment for which CONTRACTOR may apply for payment as stored materials.

3. Include separate amounts for each Specification section in the Contract Documents by structure, building, and work area.
4. Identify each line item with a number corresponding to the associated Specification section number. List sub-items of major products or systems, as appropriate or when requested by ENGINEER.
5. The sum of the individual values shown on the Schedule of Values shall equal the total of the associated payment item. The sum of the payment item totals in the Schedule of Values shall equal the Contract Price.
6. Each line item shall include a directly proportional amount of CONTRACTOR'S overhead and profit. Do not include overhead and profit as a separate item.
7. Include a separate line item for each Allowance, and for each unit price item
8. Include a line item for bonds and insurance in the payment item, in an amount not to exceed 2.0 percent of the Contract Price. This may be applied for payment in the first Application for Payment.
9. CONTRACTOR shall include items for construction Progress Schedules, permits, General Conditions, and other items requested by the ENGINEER. These items shall be included in Applications for Payment on a schedule proposed by the CONTRACTOR and approved by the ENGINEER
10. Line items for site maintenance Work such as dust control, snow removal, compliance with storm water pollution prevention plans and permits, spill prevention control and countermeasures, and similar Work, including construction photography; temporary facilities, field offices, site controls, and field engineering shall be included in the Schedule of Values and proportionately included in Applications for Payment throughout the duration of the Project.
12. CONTRACTOR shall include separate line items under each appropriate payment item for mobilization and demobilization. Document for the ENGINEER the work activities included in the mobilization and demobilization line items.
 - a. Mobilization will be limited to 2.0 percent of the Contract Price, and will be paid in 4 payments, each representing 25 percent of the total amount for mobilization.
 - b. Demobilization shall be no less than 1.0 percent of the Contract Price and shall be included with the Application for Payment following Substantial Completion, or other schedule required by the ENGINEER.
13. Costs for Shop Drawings, Operations and Maintenance Manuals, Field Testing, and Training shall be as follows, unless otherwise agreed to by the ENGINEER:
 - a. Eight percent of the material cost of each item is allotted Shop Drawing preparation cost and may be included in the Application for Payment following the ENGINEER's approval of the Shop Drawings for that item.
 - b. Three percent of the total cost of each item, including materials and installation, is apportioned to testing and may be included in the Application for Payment following the ENGINEER's approval of the written field testing reports for that item
 - c. A total of four percent of the material cost of each item is apportioned to operations and maintenance manuals and training, which may be included

in the Application for Payment following completion of the training for that item.

14. The Schedule of Values shall include an itemized list of Work for maintenance of plant operations (MOPO) as specified in Section 01143. MOPO Work shall be included with its associated major Work area.
15. Schedule of Values shall be prepared on 8-1/2-inch by 11-inch white paper, using the Schedule of Values form included in Section 01331, or other form acceptable to the ENGINEER.

1.2 SUBMITTALS

- A. Submit the required number of copies of the preliminary Schedule of Values to ENGINEER for review within 10 days after the Notice to Proceed.
- B. Submit the required number of copies of the Schedule of Values to ENGINEER at least 10 days prior to the first Application for Payment. The first Application for Payment will not be processed without a Schedule of Values approved by the ENGINEER.
- C. When required by the ENGINEER, promptly submit an updated Schedule of Values to include cost breakdowns for changes in the Work, including Change Orders.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

++ END OF SECTION ++

SECTION 01301

PRE-CONSTRUCTION CONFERENCE

PART 1 - GENERAL

1.1 DESCRIPTION

- A. A pre-construction conference will be held for the Project. CONTRACTOR shall attend the conference prepared to discuss all items on the agenda. The representatives present for each party shall be authorized to act on their behalf.
- B. Purpose of the conference is to designate responsible personnel, establish working relationships, and establish administrative provisions for the Project. Matters requiring coordination will be discussed and procedures for handling such matters will be established.
- C. Date, Time and Location: Conference will be held after execution of the Contract and before Work starts at the Site. ENGINEER will determine the date, time, and location of the conference and advise the interested and involved parties.
- D. ENGINEER will distribute an agenda, preside at the conference, and prepare and distribute meeting minutes to all meeting participants and others as requested.
- E. CONTRACTOR shall provide data required and contribute appropriate items for discussion. Unless previously submitted to ENGINEER, CONTRACTOR shall bring to the conference a draft of each of the following:
 - 1. Progress Schedule.
 - 2. List of required Shop Drawings and submittals.
 - 3. Schedule of Values.
 - 4. CONTRACTOR'S Site-specific health and safety plan.
 - 5. List of emergency contact information.

1.2 REQUIRED ATTENDANCE

- A. Conference shall be attended by CONTRACTOR'S project manager, Site superintendent, and major Subcontractors and major equipment Suppliers, as CONTRACTOR deems appropriate.
- B. Other attendees will be representatives of:
 - 1. OWNER.
 - 2. ENGINEER.
 - 3. Governmental agencies having control or responsibility, if available.
 - 4. Utility companies.
 - 5. Others as requested by OWNER, CONTRACTOR, or ENGINEER.

1.3 AGENDA

- A. Agenda: A complete agenda will be furnished to CONTRACTOR prior to the conference. However, CONTRACTOR shall be prepared to discuss the following:
1. Designation of responsible personnel.
 2. Communications and correspondence.
 4. Emergency contact information.
 5. Review of scope of Work.
 6. Review of Contract Times, Milestones, and completion dates.
 7. Subcontractors.
 8. Progress Schedule.
 9. Schedule of Values.
 10. Progress meetings.
 11. Submittals and Shop Drawings: processing and schedule of submittals.
 12. OWNER'S tax-exempt status.
 13. Payments, retainage, payrolls, and Substantial Completion.
 14. Processing of Field Orders and Change Orders.
 15. Use of premises, security, housekeeping, safety, CONTRACTOR'S responsibility for safety and first aid procedures, Site access.
 16. Field offices, trailers, temporary facilities.
 17. Record drawings.
 18. Clarifications.
 19. Requirements for copies of Contract Documents and availability.
 20. Layouts and surveys.
 21. Hours of Work and overtime.
 22. Restoration.
 23. Permits.
 24. Insurance in force.
 25. Disposal of demolition materials.
 26. Next meeting.
 27. General discussion and questions.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

++ END OF SECTION ++

SECTION 01310

PROJECT COORDINATION

PART 1 GENERAL

1.1 DESCRIPTION

- A. As more fully set forth in of the General Conditions, CONTRACTOR shall coordinate the Work, including his Subcontractors and Suppliers, as required to complete the Work within the Contract Times.
- B. As set forth in the General Conditions, CONTRACTOR shall cooperate with and coordinate the Work with other CONTRACTORS, including utility service companies or OWNER'S employees performing Work at the Site, per Section 01110 Articles 1.3, 1.4, and 1.5.
- C. CONTRACTOR will not be responsible or liable for damage unless it is through the negligence of CONTRACTOR.
- D. CONTRACTOR shall also coordinate the Work with the others to assure compliance with schedules.
- E. CONTRACTOR shall attend and participate in all project coordination and progress meetings and report on the progress of all Work and compliance with Progress Schedules.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

++ END OF SECTION ++

SECTION 01312

PROGRESS MEETINGS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Progress meetings will be held throughout the Project. CONTRACTOR shall attend each meeting prepared to discuss all items on the agenda. The representatives present for each party shall be authorized to act on their behalf.
- B. Date and Time:
 - 1. Regular Meetings: Bi-weekly on a day and time agreeable to OWNER, ENGINEER, and CONTRACTOR.
 - 2. Other Meetings: As required.
- C. Place: CONTRACTOR's field office at the Site or other mutually agreed upon location.
- D. ENGINEER will preside at meetings and prepare and distribute meeting minutes to all meeting participants and others as requested.
- E. CONTRACTOR shall provide data required including, at each meeting, a minimum of 10 copies of each of the following handouts:
 - a. List of work accomplished since the previous meeting.
 - b. Schedule of Work (with specific starting and ending dates for each task) planned until the next meeting.
 - c. "Look-ahead" schedule of Work for major shutdowns, major equipment installations, and other important Milestones.
 - d. When applicable, list of upcoming, planned time off (with dates) for personnel with significant roles on the Project, and the designated contact person in their absence.

1.2 MINIMUM ATTENDANCE

- A. CONTRACTOR:
 - 1. CONTRACTOR'S project manager.
 - 2. CONTRACTOR'S site superintendent.
 - 3. When needed for the discussion of a particular agenda item, CONTRACTOR shall require representatives of Subcontractors or Suppliers to attend a meeting.
- B. ENGINEER'S project manager and Resident Project Representative.
- C. OWNER's representative, as required.

D. Others, as appropriate.

1.3 AGENDA

A. Agenda will include, but will not necessarily be limited to, the following:

1. Review and comment on minutes of previous meeting.
2. Review of progress since the previous meeting.
3. Planned progress for next period. .
4. Review of overall project schedule
5. Problems, conflicts and observations.
6. Punch list status.
7. Other business.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

++ END OF SECTION ++

SECTION 01320

PROGRESS SCHEDULE

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Provide Progress Schedule conforming to the requirements below, unless otherwise approved by ENGINEER.
- B. Update Progress Schedules every month, unless otherwise specified or directed by ENGINEER.
- C. ENGINEER's acceptance of the Progress Schedule, and comments or opinions concerning the various schedule documents and reports shall not control the CONTRACTOR's independent judgment concerning means, methods, techniques, sequences and procedures of construction. CONTRACTOR is solely responsible for meeting the Contract Times.

1.2 CONTENT

- A. Shop Drawing submittal dates and required approval dates.
- B. Product delivery dates.
- C. Factory and field-testing dates.
- D. Dates for beginning and completing each phase of the Work by Activity and by trades.

1.3 FORMAT

- A. Type: Horizontal bar chart.
- B. Sheet Size: 24-inches by 36-inches.
- C. Time Scale: Indicate first date of each work week.
- D. Organization:
 - 1. Group Shop Drawing submittals and reviews into a separate subschedule.
 - 2. Group product deliveries into a separate subschedule.
 - 3. Group construction into a separate subschedule by activity.
 - 4. Group critical activities, that dictate the rate of progress into a separate subschedule.
 - 5. Organize each subschedule by Specification Section number.

E. Activity Designations: Show title and related Specification Section number.

1.4 SUBMITTALS

- A. Submit preliminary Progress Schedule in accordance with Paragraph 2.05 and the General Conditions.
- B. Submit updated Progress Schedules at progress meetings. If a Progress Schedule remains unchanged from one period to the next, submit a written notice to that effect.
- C. Unless otherwise specified, submit four copies of each Progress Schedule. One copy will be reviewed by the ENGINEER and returned. The other copies will be retained by the ENGINEER.
- D. Attach a letter of transmittal to each submittal and include the following information in the letter:
 - 1. A listing of items, which have changed since the last submittal.
 - 2. Discussion of problems causing delays, anticipated length of delays, and proposed countermeasures.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

++ END OF SECTION ++

SECTION 01330

SUBMITTALS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Submittal of documents described in the General Conditions, Supplementary Conditions and hereinafter are required prior to, during and at the end of the construction period. The submittals shall conform to the requirements described in this Section and all referenced Sections or Articles.

1.2 PROCEDURE

- A. Submittals within 5 days after the Notice to Proceed or at the Pre-Construction Conference (whichever is sooner): Location of information concerning each submittal is referenced and a copy of each required form is included in Section 01331, Reference Forms.
1. Schedule of Values: Prepare and submit in accordance with Section 01291, Schedule of Values.
 2. Schedule of Shop Drawings and Sample Submittal in accordance with the General Conditions and Section 01332, Shop Drawing Procedures.
 3. Progress Schedule: Prepare and submit in accordance with Section 01320, Progress Schedule.
- B. Submittals During Construction: During progress of the construction, provide the following submittals in a timely manner to prevent any delay in the Work schedule:
1. Updates to Progress Schedule: Provide an assessment of Work progress in relation to the Progress Schedule in accordance with Section 01320, Progress Schedule.
 2. Shop Drawings, Product Data and Samples: Submit Shop Drawings, product data and samples in accordance with Section 01332, Shop Drawing Procedures, and as required in applicable Sections of the Contract Documents.
 3. Progress Payments: Submit applications for partial payments as specified in the General Conditions.
 4. Request for Information: Submit a Request for Information, included in Section 01331, Reference Forms, when any of the following are required: an interpretation of the Specifications; additional details; information not shown on the Drawings or in the Specifications; or clarification of discrepancies is required. CONTRACTOR shall retain one copy and submit three copies to the ENGINEER for response.
 5. Change Orders: Forms shown in Section 01331, Reference Forms. A proposal for a Change Order may be submitted by CONTRACTOR in accordance with the General Conditions. The Change Order Proposal included in Section 01331, Reference Forms, must be in writing and must include sufficient information to

assess the need for a change in the Work, the Contract time or the Contract amount. Whenever the ENGINEER determines the need for a Change Order, CONTRACTOR will receive a Request for Change Order Proposal Form included in Section 01331, Reference Forms. Upon receipt of a Request for Change Order Proposal Form or when CONTRACTOR determines the need for a Change Order, CONTRACTOR shall prepare and submit three copies of a Change Order Proposal. The Change Order Proposal must be approved by CONTRACTOR, ENGINEER, and OWNER. When a Change Order Proposal has been accepted, a Work Change Directive shall be submitted. Each Work Change Directive shall include a Change Order Pricing Sheet, included in Section 01331, Reference Forms. After the Work Change Directive has been accepted by the OWNER, a Change Order included in Section 01331, Reference Forms, will be prepared and executed. CONTRACTOR is not authorized to begin work on a Change Order until it is fully executed. Any Work done by CONTRACTOR prior to execution of a Change Order is entirely at his own risk.

6. CONTRACTOR'S Daily Report: Submit four copies of CONTRACTOR'S Daily Report. CONTRACTOR and each subcontractor shall prepare and submit a daily report.
 - a. The report shall contain, as a minimum, information on the location and description of the Work being performed, size, quantity and description of materials and equipment installed or delivered, coordination or scheduling concerns, requests for clarifications, and any discrepancies noted in the Contract Documents or on the as-built conditions.
 - b. The report shall also contain CONTRACTOR'S daily workforce count by craft, general weather conditions, any Work performed other than during established working hours, and any other pertinent items relative to the Work, and as required by ENGINEER.
 - c. The report is due at the ENGINEER'S office by 9:00 a.m. on the following day and shall be signed by a responsible member of CONTRACTOR'S staff.
 7. Submittal Schedule: Shown in Section 01331, Reference Forms. Submit an updated Shop Drawing, Product Data and Sample Submittal Schedule with each Progress Payment Request. Three updated Submittal Schedules shall be submitted with each month's Progress Payment Request.
- C. Submittal At Final Completion: With a written Notice of Completion, submit the following items in the proper form as a condition of Final Acceptance of the Work:
1. Project Record Documents: Submit in accordance with Section 01782, Record Documents.
 2. Guarantees, Warranties and Bonds: Submit as required in the General Conditions and listed in various Sections of the Specifications.
 3. Survey notes.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

++ END OF SECTION ++

SECTION 01331

REFERENCE FORMS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This Section contains the required forms for CONTRACTOR use. The document testing forms included herein, do not supersede specific testing requirements found elsewhere in the Contract Documents.
- B. The forms listed below are included in this Section are referenced from other Sections in the Contract Documents. Forms include, but are not necessarily be limited to the following:

	<u>Form No.</u>	<u>Title</u>
1.	00800-A	Certificate of Substantial Completion.
2.	01330-B	Schedule of Values.
3.	01330-C	Shop Drawings, Product Data and Sample Transmittal Schedule.
4.	01330-D	Application for Payment.
5.	01330-E	Request for Change Order Proposal.
6.	01330-F	Change Order Proposal.
7.	01330-G	Work Change Directive.
8.	01330-H	Change Order.
9.	01330-I	Request for Information.
10.	01332-J	Submittal Transmittal Form.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

++ END OF SECTION ++

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT NUMBER	PROJECT TITLE
----------------	---------------

DATE OF ISSUANCE: _____ OWNER'S CONTRACT NO.: _____

OWNER: _____

ENGINEER: _____

CONTRACTOR: _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

OVERALL PROJECT

To: _____
OWNER

And to: _____
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR by Final Completion.

SCHEDULE OF VALUES

Sheet _____ of _____

Section No. _____

Item Description	Material	Labor	Equipment	Total

**SHOP DRAWINGS, PRODUCT
DATA AND SAMPLE
SUBMITTAL SCHEDULE**

CONTRACTOR _____

Project Name _____

Project No. _____ Date _____

Page ___ of ___

Item No.	Description	Specification Section Number	Date To Be Submitted	Approval Needed By	Date Submitted	Date Reviewed	Transmittal Number

DISTRIBUTION:
ACCOUNTS
PAYABLE
CENTRAL FILES
PAYMENT FILE

**APPLICATION FOR PAYMENT
TYPE ADDRESS**

To: Project Manager

Progress Payment No. ___

Payment Period: From mm/dd/yy to mm/dd/yy

Project No.		Project Name NAME OF PROJECT			Contract No. XXXXX	
Name of Contractor NAME OF CONTRACTOR				Telephone (XXX) XXX-XXXX		Fax (XXX) XXX-XXXX
Address CONTRACTOR'S ADDRESS					Notice To Proceed Date MM/DD/YY	
ITEM NO.	DESCRIPTION List Contract Items, Change Order Items, and Deductions, Each with Subtotals	CONTRACT AMOUNT	ESTIMATED AMOUNT THIS PERIOD	AMOUNT PREVIOUSLY INVOICED	AMOUNT COMPLETED TO DATE	
XXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	\$xx,xxx,xxx.xx	\$xx,xxx,xxx.xx	\$xx,xxx,xxx.xx	\$xx,xxx,xxx.xx	

ATTACHMENTS: SCHEDULE OF VALUES	GROSS AMOUNT DUE:	\$xx,xxx,xxx.xx
	<input type="checkbox"/> RETAINAGE - 10%	\$xx,xxx,xxx.xx
	<input type="checkbox"/> SECURITIES - 10%	\$xx,xxx,xxx.xx
	NET AMOUNT DUE TO DATE:	\$xx,xxx,xxx.xx
	LESS AMOUNT PREVIOUSLY PAID:	\$xx,xxx,xxx.xx
AMOUNT DUE THIS APPLICATION:		\$xx,xxx,xxx.xx

CERTIFICATION OF CONTRACTOR: I certify that all items and amounts shown on the face of this Application for Payment are correct, that to the best of my knowledge and belief, all work has been performed and/or material supplied in full accordance with the requirements of the referenced contract, and/or duly authorized deviations, substitutions, alterations, and/or additions; that the foregoing is true and correct statement of the contract account up to and including the last day of the period covered by this Application that no part of the "Amount Due This Application" has been received, and that the undersigned and subcontractors have: (check applicable line).

a. Complied with all labor provisions of said contract.

b. Complied with all the labor provisions of said contract except in those instances where a dispute exists with respect to said labor provisions. (If "b" is checked, include attachment briefly describing nature of dispute.)

Contractor Representative Date

Title

CERTIFICATION OF ENGINEER: I certify that all work described was inspected, and that to the best of my knowledge and belief the work was performed and/or supplied in full accordance with the requirements of this contract.

Resident Project Representative Date

I certify that I have checked and verified the above and foregoing Application for Payment; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the contractor; that all work and/or material included in this Application has been inspected and that it has been performed and/or supplied in full accordance with the requirements of the referenced contract; and that payment claimed and requested by the Contractor is correctly computed on the basis of work performed and/or material supplied to date.

Project Manager/Engineer Date

Firm

OWNER USE ONLY BELOW THIS LINE			
RECOMMENDED BY:		APPROVED BY:	
Project Manager	Date	Superintendent	Date

REQUEST FOR CHANGE ORDER PROPOSAL

Date: _____

CONTRACTOR _____

Project Name _____

Project No. _____

Change Order No. _____

NOTICE TO CONTRACTOR: Please submit a Change Order Proposal for the proposed modifications to the Contract Documents as described below. If acceptable, a Change Order will be issued to authorize the work. **THIS IS NOT A CHANGE ORDER FOR AUTHORIZATION TO PROCEED WITH THE WORK AS DESCRIBED!**

SCOPE OF WORK:

OWNER _____

CHANGE ORDER PROPOSAL

Date _____

Subject: Project Name _____
Project No. _____
Change Order No. _____

Dear Sir:

Certain items of extra work have been found necessary which are not covered by the Contract for the above referenced Project. Therefore, we submit the following amounts as the basis of compensation for such extra work:

JUSTIFICATION:

The Contract completion time will be (increased)(decreased) _____ consecutive calendar days.

Total Cost of Extra Work Covered by Above: \$ _____
Previously Approved Extra Work: \$ _____
Original Contract Amount: \$ _____

TOTAL: \$ _____

By: _____

Title: _____

CONTRACTOR: _____

(OWNER)
WORK CHANGE DIRECTIVE NUMBER X

Project No. XXXXXXX	Project Title NAME OF PROJECT
------------------------	----------------------------------

CONTRACTOR: _____ CONTRACT NUMBER: _____

IN ACCORDANCE WITH THIS CONTRACT, THE FOLLOWING CHANGE IS ORDERED.

DESCRIPTION:

- AUTHORIZATION FOR WORK DESCRIBED HEREIN TO PROCEED ON A NEGOTIATED COST BASIS.
- AUTHORIZATION FOR WORK DESCRIBED HEREIN TO PROCEED ON A TIME AND MATERIALS BASIS.

COST:

NET AMOUNT OF THIS WORK CHANGE DIRECTIVE = \$ _____

THE ENGINEER HAS REVIEWED THE COST FOR THIS WORK CHANGE DIRECTIVE AND CONSIDERS IT REASONABLE FOR THE LABOR AND MATERIAL NECESSARY TO COMPLETE THE WORK.

CONTRACT TIME: • INCREASE BY _____ DAYS. • NO CHANGE.

RECOMMENDED BY: _____ DATE: _____
ENGINEER

ACCEPTED BY: _____ DATE: _____
CONTRACTOR

APPROVED BY: _____ DATE: _____
OWNER

01330-H CHANGE ORDER

(OWNER)

CONTRACT CHANGE ORDER NO. X

Page 1 of 1

PROJECT NUMBER XXXXXXXX	PROJECT TITLE NAME OF PROJECT		
CONTRACT NUMBER XXXXXX	NAME OF CONTRACTOR XXXXXX	% COMPLETE(\$) XX%	% TIME USED XX%

In accordance with this contract, the following change is ordered, resulting in: (Check all that apply).

- | | | |
|--|---|--|
| <input type="checkbox"/> Increase in Contract Amount | <input type="checkbox"/> No Change in Contract Amount | <input type="checkbox"/> Decrease in Contract Amount |
| <input type="checkbox"/> Increase in Contract Time | <input type="checkbox"/> No Change in Contract Time | <input type="checkbox"/> Decrease in Contract Time |

DESCRIPTION:

COST:

Work Change Directive No. X-

Prepared by: Project Manager

THIS CHANGE ORDER: AMOUNT: \$ _____ TIME (Days): _____	PRIOR CHANGE ORDER(S): AMOUNT: \$ _____ TIME (Days): _____	ORIGINAL CONTRACT: AMOUNT: \$ _____ TIME (Days): _____	ADJUSTED CONTRACT: AMOUNT: \$ _____ TIME (Days): _____
Notice to Proceed Date:	Original Contract Completion Date:	Adjusted Contract Completion Date:	
We, the undersigned, have given careful consideration to the change proposed, and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will therefore, accept as full payment, the fees or prices and adjustments in contract time shown above. This Change Order includes all direct costs such as labor, material, job overhead, profit, costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruptions, extended direct overhead or general overhead, acceleration, material or other escalation which include wages and other impact costs.		REVIEWED BY: _____ (Engineer) DATE	
		RECOMMENDED BY: _____ (A or B - Project Manager) (C - Superintendent) DATE	
ACCEPTED (Contractor): COMPANY/FIRM: NAME OF CONTRACTOR SIGNATURE: _____ TITLE: _____ DATE: _____		RECOMMENDED BY: _____ (A or B - Project Manager) (C - Superintendent) DATE	
		APPROVED BY: _____ (A or B - Superintendent) (C - Assistant Director) DATE	
		AUTHORIZED FOR THE CITY MANAGER BY: _____ (A or B - Assistant Director), (C - Director) DATE	

01330-H CHANGE ORDER

(OWNER)
CONTRACT CHANGE ORDER NO. X
SUPPLEMENTARY REPORT

Page 1 of 1

PROJECT NUMBER XXXXXXX	PROJECT TITLE NAME OF PROJECT		
CONTRACT NUMBER XXXXX	NAME OF CONTRACTOR XXXXX	% COMPLETE(\$) XX%	% TIME USED XX%

REASON:

Work Change Directive No. X

Prepared By: Project Manager

BASIS FOR CHANGE: (Check all that apply).

- | | | |
|---|--|---|
| <input type="checkbox"/> City Request
Item 1 | <input type="checkbox"/> Negotiated Cost
Item 1 | <input type="checkbox"/> Contractor Request |
| <input type="checkbox"/> Use of Allowances | <input type="checkbox"/> Unforeseen Site Condition | <input type="checkbox"/> Final Quantity Adjustment |
| <input type="checkbox"/> Error or Omission | <input type="checkbox"/> Engineer Request | <input type="checkbox"/> Added Value for Added Cost |

Reviewed by: _____ Date: _____

01330-I REQUEST FOR INFORMATION

(OWNER)

REQUEST FOR INFORMATION

CONTRACTOR _____
Requested By _____
Subject _____
Spec. Section _____
Drawing References _____
Date Reply Needed _____

RFI# _____
Directed to _____
Date Received _____
Date Transmitted _____
Date Reply Received _____
Date Reply Transmitted _____

INFORMATION NEEDED:

Date _____ Signature _____

REPLY:

Date _____ Signature _____

SUBMITTAL TRANSMITTAL

Submittal Description: _____ Submittal No: _____
 Spec Section: _____

	Routing	Sent	Received
OWNER:	Contractor/RPR		
PROJECT:	RPR/Engineer		
	Engineer/RPR		
CONTRACTOR:	RPR/Contractor		

We are sending you Attached Under separate cover via _____
 Submittals for review and comment
 Product data for information only

Remarks: _____

Item	Copies	Date	Section No.	Description	Review action*	Reviewer initials	Review comments attached

*Note: A = Approved; AC = Approved as Corrected; ACR = Approved as corrected Resubmit; RR - Revise and Resubmit; NR - Not Reviewed; NA - Not Approved;
 I - For Information Only Attach additional sheets if necessary.

Contractor

Certify either A or B:

- ____ A. We have verified that the material or equipment contained in this submittal meets all the requirements, including coordination with all related work, specified (no exceptions).
- ____ B. We have verified that the material or equipment contained in this submittal meets all the requirements specified except for the attached deviations.

<u>No.</u>	<u>Deviation</u>
_____	_____
_____	_____
_____	_____

Certified by: _____

SECTION 01332

SHOP DRAWING PROCEDURES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The submittal of Shop Drawings shall conform to requirements of General Conditions and procedures described in this Section. A separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required.
- B. The term "Shop Drawings" as used herein shall be understood to include detailed design calculations, fabrication and installation drawings, lists, graphs, test data, operating instructions, and other items which shall include, but are not necessarily limited to:
1. Drawings and catalog information and cuts.
 2. Specifications, parts list, suggested spare parts lists, and equipment drawings.
 3. Wiring diagrams of systems and equipment.
 4. Complete lubrication, maintenance and operation instructions, including initial startup instructions as described in Section 01821, Instruction of Operations and Maintenance Personnel.
 5. Applicable certifications.
 6. Anchor bolt templates, mounting instructions and mounting design calculations as required.
 7. Required maintenance operations to allow all installed equipment to remain idle for a period of time not to exceed 24 months.
 8. Other technical, installation, and maintenance data as applicable.
 9. Unloading and handling methods and storage requirements.
 10. Note, highlight, and explain proposed changes to the Contract Documents.
 11. Paint submittal showing type of paint and the mils thickness of coating system used. The coating system shall be the approved system as submitted under Division 9, Finishes.
 12. Drawings showing CONTRACTOR field verifications illustrating all field dimensions. CONTRACTOR shall field verify all dimensions and existing materials shown on the Drawings. Any modifications required shall be at CONTRACTOR'S expense.
- C. Submittal Schedule: CONTRACTOR, within 5 days after the Notice to Proceed, shall prepare and submit to the ENGINEER a comprehensive Submittal Schedule. CONTRACTOR shall identify on his Submittal Schedule all of the submittal items required by the Contract Documents governing his Work. CONTRACTOR shall indicate, for each submittal item on his Submittal Schedule the following:
1. The date by which that item will be submitted to the ENGINEER.

2. Whether the submittal is for a substitute or "equal" item. Complete submittal for all substitute or "equal" items shall be made to the ENGINEER, in accordance with the Contract requirements. Identification by CONTRACTOR of substitute or "equal" items does not relieve CONTRACTOR of their responsibility to furnish equipment and materials that meet all the requirements of the Contract Documents. Items of manufacturers' equipment listed with CONTRACTOR'S Bid Proposal shall not be replaced with any substitute or "equal" items as part of this Submittal Schedule process. Procedure for substitutions is specified under the General Conditions.
 3. Whether the submittal is for review or "for record only".
 4. The date by which response is required.
 5. The date by which the material or equipment must be on Site in order not to delay the progress of the Work.
- E. In preparing his Submittal Schedule, CONTRACTOR shall consider the nature and complexity of each submittal item and shall allow ample time for review, revision or correction. Submittal will normally be returned to CONTRACTOR within 5 calendar days following receipt of the submittal.
- F. The ENGINEER will review CONTRACTOR'S Submittal Schedule to determine its completeness and compatibility with the Progress Schedule. A Submittal Schedule which is incompatible with the Progress Schedule or a review schedule which places extraordinary manpower demands on the ENGINEER will be sufficient reason(s) to reject the Submittal Schedule. It shall be understood that certain submittals will take longer than 14 days to review and that these particular submittals will be identified during the review of the Submittal Schedule, by the ENGINEER to allow for very complex submittal reviews. CONTRACTOR shall also identify submittal for which he anticipates long review periods.
- G. CONTRACTOR'S Submittal Schedule shall be consistent with the Progress Schedule as described in Section 01320, Progress Schedule.
- H. Approval of the Submittal Schedule shall be required prior to processing of the first progress payment.

1.2 PROCEDURE

- A. Submit Shop Drawings to Malcolm Pirnie, Inc. 50 Fountain Plaza, Suite 600, Buffalo, NY 14202.
- B. A letter of transmittal shall accompany each submittal. If data for more than one Section of the Specifications is submitted, a separate transmittal letter shall accompany the data submitted for each Section.
- C. All letters of transmittal shall be submitted in duplicate.

D. At the beginning of each letter of transmittal, provide a reference heading indicating the following:

1. OWNER'S Name: _____
2. Project Name: _____
3. Contract No.: _____
4. Transmittal No.: _____
5. Section No.: _____

E. If a Shop Drawing deviates from the requirements of the Contract Documents, CONTRACTOR shall specifically note each variation in his letter of transmittal.

F. All Shop Drawings submitted for approval shall have a title block with complete identifying information satisfactory to ENGINEER.

G. All Shop Drawings submitted shall bear the stamp of approval and signature of CONTRACTOR as evidence that they have been reviewed and verified to the completeness of the submittal by CONTRACTOR. Submittal without this stamp of approval will not be reviewed by ENGINEER and will be returned to CONTRACTOR. CONTRACTOR'S stamp shall contain the following minimum information:

Project Name: _____

CONTRACTOR'S Name: _____

Date: _____

-----Reference-----

Item: _____

Specifications:

Section: _____

Page No.: _____

Para. No.: _____

Drawing No.: _____ of _____

Location: _____

Submittal No.: _____

Approved By: _____

H. CONTRACTOR shall utilize the submittal identification numbering system as follows:

1. The Submittal Number shall be a separate and unique number correlating to each individual submittal that is required to be tracked as a separate and unique item. The Submittal Number shall be a two part, eight character, alpha/numeric number assigned by CONTRACTOR in the following manner:

- a. The first part of the Submittal Number shall consist of five characters that pertain to the applicable Specification Section number.
 - b. The second part of the Submittal Number shall consist of three digits (numbers 001 to 999) to number each separate and unique submittal submitted under each Specification Section.
 - c. A dash shall separate the two parts of the Submittal Number.
 - d. A typical Submittal Number for the third Working Drawing submitted under Section 15101, Ductile Iron Pipe, would be 15101-003.
2. The Review Cycle shall be a three-digit number indicating the initial submission or resubmission of the same submittal. For example:

001 = First (initial) submission.
 002 = Second submission (first resubmission).
 003 = Third submission (second resubmission).

3. An example of the typical submittal identification numbers for the first submission of the third submittal submitted under Section 15101, Ductile Iron Pipe is:

<u>Submittal Number</u>	<u>Review Cycle</u>
15101-003	001

An example of the typical submittal identification numbers for the second submission of the third submittal submitted under Section 15101, Ductile Iron Pipe is:

<u>Submittal Number</u>	<u>Review Cycle</u>
15101-003	002

- I. CONTRACTOR shall initially submit to ENGINEER a minimum of four copies of all submittals that are on 11-inch by 17-inch or smaller sheets, and one unfolded reproducible and four prints made from that reproducible for all submittal on sheets larger than 11-inch by 17-inch.
- J. After ENGINEER completes his review, Shop Drawings will be affixed with a stamp and marked with one of the following notations:
 1. Approved.
 2. Approved as Corrected.
 3. Approved as Corrected, Resubmit.
 4. Revise and Resubmit.
 5. Not Approved.
 6. Not Reviewed.
 7. For Information Only.

- K. If a submittal is acceptable, it will be marked "Approved" or "Approved as Corrected". Two prints or copies of the submittal will be returned to CONTRACTOR.
- L. Upon return of a submittal marked "Approved" or "Approved as Corrected", CONTRACTOR may order, ship or fabricate the materials included on the submittal, provided it is in accordance with the corrections indicated.
- M. If a Shop Drawing marked "Approved as Corrected" has extensive corrections or corrections affecting other Shop Drawings or Work, ENGINEER may require that CONTRACTOR make the corrections indicated thereon and resubmit the Shop Drawings for record purposes. Such Shop Drawings will have the notation, "Approved as Corrected - Resubmit." The corrected Shop Drawing shall be a pre-condition for payment for the work item of the Shop Drawing.
- N. If a submittal is unacceptable, four copies will be returned to CONTRACTOR with one of the following notations:
1. "Revise and Resubmit".
 2. "Not Approved".
- O. Upon return of a submittal marked "Revise and Resubmit", CONTRACTOR shall make the corrections indicated and repeat the initial approval procedure. The "Not Approved" notation is used to indicate material or equipment that is not acceptable. Upon return of a submittal so marked, CONTRACTOR shall repeat the initial approval procedure utilizing acceptable material or equipment.
- P. Shop Drawings shall be submitted well in advance of the need for the material or equipment for construction and with ample allowance for the time required to make delivery of material or equipment after data covering such is approved. CONTRACTOR shall assume the risk for all Work, materials or equipment that are fabricated, delivered or installed prior to the approval of Shop Drawings. Materials or equipment will not be included in periodic progress payments until approval thereof has been obtained in the specified manner.
- Q. ENGINEER will review and process all submittals promptly; a reasonable time shall be allowed for this, for the Shop Drawings being revised and resubmitted, and for time required to return the approved Shop Drawings to CONTRACTOR.
- R. It is CONTRACTOR'S responsibility to review submittals made by his suppliers and subcontractors before transmitting them to the ENGINEER to assure proper coordination of the Work and to determine that each submittal is in accordance with CONTRACTOR'S desires and that there is sufficient information about materials and equipment for ENGINEER to determine compliance with the Contract Documents. Incomplete or inadequate submittals will be returned for revision without review.

- S. CONTRACTOR shall furnish required submittals with complete information and accuracy in order to achieve required approval of an item within two submittals. OWNER reserves the right to backcharge CONTRACTOR, for ENGINEER'S costs for resubmittals that account for a number greater than 20 percent of the total number of first time submittals. OWNER reserves the right to backcharge CONTRACTOR for all third submittals. The number of first time submittals shall be equal to the number of submittals agreed to by ENGINEER and CONTRACTOR in accordance with Section 01330.1.2.A.2. All costs to ENGINEER involved with subsequent submittal of Shop Drawings, Samples or other items requiring approval will be backcharged to CONTRACTOR at the rate of 3.0 times direct technical labor cost by deducting such costs from payments due CONTRACTOR for Work completed. In the event that CONTRACTOR requests a substitution for a previously approved item, all of ENGINEER'S costs in the reviewing and approval of the substitution will be backcharged to CONTRACTOR, unless the need for such substitution is beyond the control of CONTRACTOR.
- T. Mark each page of a submittal and each individual component submitted with the specification number, paragraph, and subparagraph. Arrange submittal information presentation to appear in the sequence in the Specification Section.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

++ END OF SECTION ++

SECTION 01410

CONTRACTOR'S HEALTH AND SAFETY PLAN

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope:

1. This Section describes CONTRACTOR's responsibilities for a written site-specific health and safety plan (SSHP). CONTRACTOR shall conduct all construction activities in a safe manner so as not to result in:
 - a. injuries to employees, Subcontractors or other persons with an interest at or near the Site;
 - b. employee exposures to health hazards above the occupational limits established by the Occupational Health and Safety Administration (OSHA), the American Conference of Governmental Industrial Hygienists (ACGIH), or the Nuclear Regulatory Commission (NRC);
 - c. exposure of area residents to air contaminants above the levels established for general public exposure by the Environmental Protection Agency (EPA), NRC, or the State in which the Project is located;
 - d. significant increases in the levels of contaminants in soil, water, or sediment near the Site; or
 - e. violations of OSHA, or other Laws or Regulations.

- B. Any disregard of the provisions of the SSHP may, without limitation, be deemed just and sufficient reason for termination of CONTRACTOR's services for cause.

1.2 QUALITY ASSURANCE

A. Qualifications:

1. Engage an industrial hygienist certified by the American Board of Industrial Hygiene or a safety professional certified by the Board of Certified Safety Professionals to prepare or supervise the preparation of the SSHP.
2. Submit qualifications along with SSHP.

B. Regulatory Requirements: CONTRACTOR's health and safety practices shall follow the standards and guidelines established in the following:

1. 29 CFR 1904, OSHA, Record Keeping.
2. 29 CFR 1910, OSHA, General Industry Standards.
3. 29 CFR 1926, OSHA, Construction Industry Standards.
4. 29 CFR 1926.65, OSHA, Hazardous Waste Operations and Emergency Response.
5. 49 CFR 171.8, DOT, Hazardous Materials in Transport.
6. 40 CFR Parts 261.3, 264 and 265, EPA, Resource Conservation and Recovery Act.

7. 29 CFR 1910.146, OSHA, Permit-Required Confined Spaces.

1.3 SUBMITTALS

- A. Submit to ENGINEER the following:
 1. CONTRACTOR's SSHP.
 2. Qualifications of industrial hygienist or safety professional.
 3. Health and safety reports.
 4. Accident reports.

PART 2 - GENERAL

2.1 GENERAL PROVISIONS

- A. Submit SSHP to ENGINEER at the Preconstruction Conference.
- B. The SSHP shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of the SSHP.
- C. ENGINEER will review and either accept or return for revision CONTRACTOR's SSHP in accordance with the Schedule of Submittals acceptable to ENGINEER. ENGINEER's review and acceptance will be only to determine if the topics covered by the SSHP conform to the Contract Documents.
- D. ENGINEER's review and acceptance will not extend to means, methods, techniques, procedures of construction, or to whether the representations made in the SSHP comply with regulatory standards or standards of good practice.
- E. At the time of submittal, CONTRACTOR shall give ENGINEER specific written notice of variations, if any, that the SSHP may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the submittal; and, in addition, by a specific notation made on each submittal to ENGINEER for review and acceptance of each such variation.
- F. No Work shall be performed on the Site until the written SSHP has been accepted by the ENGINEER.
- G. Notwithstanding any other provision of the Contract Documents, extensions to the Contract Times will not be granted if caused by undue delay by CONTRACTOR in developing or revising the SSHP.

2.2 WRITTEN HEALTH AND SAFETY PROGRAM

- A. The Site currently is classified as a hazardous waste site under OSHA 29CFR 1926.65(a)(1). Each employer working on this Site is required to develop and implement a written SSHP for their employees involved in hazardous waste operations.
- B. The SSHP, which shall be kept on the Site, shall address the safety and health hazards of each phase of operations on the Site and include the requirements and procedures for employee protection. The SSHP as a minimum, shall address and include the following:
1. The organizational structure of CONTRACTOR's organization.
 2. A comprehensive work plan.
 3. A safety and health risk or hazard analysis for each task and operation found in the work plan.
 4. Employee training assignments including copies of 40-hour, 24-hour Supervised Field Activities, 8-hour Supervisors, and 8-hour Refresher Training Certificates for all CONTRACTOR's employees assigned to the Project.
 5. Personal protective equipment to be used by employees for each of the tasks and operations being conducted. Respirator fit test certificates for all CONTRACTOR employees assigned to the Project.
 6. Medical Surveillance Requirements: Medical clearance certificates for all CONTRACTOR's employees assigned to the Project.
 7. Frequency and types of air monitoring, personnel monitoring, and environmental sampling techniques and instrumentation to be used, including methods of maintenance and calibration of monitoring and sampling equipment.
 8. Site control measures for purposes, including but not limited to:
 - a. preventing trespassing;
 - b. preventing unqualified or unprotected workers from entering restricted areas;
 - c. preventing tracking of contaminants out of the Site;
 - d. maintaining log of employees on and visitors to the Site;
 - e. delineating hot, cold and support zones;
 - f. locating personnel and equipment decontamination zones; and
 - g. communicating routes of escape and gathering points.
 9. Decontamination procedures.
 10. An emergency response plan for safe and effective responses to emergencies, including the necessary PPE and other equipment.
 11. Confined space entry procedures (if applicable).
 12. A spill containment program.
- C. Organizational Structure:
1. The organizational structure part of the SSHP shall refer to or incorporate information on the specific chain of command and specify the overall responsibilities of supervisors and employees, and shall include, at a minimum, the following elements:
 - a. designation of a general supervisor who has the responsibility and authority to direct all hazardous waste operations.

- b. a Site safety and health supervisor who has the responsibility and authority to implement and modify the SSHP and verify compliance.
 - c. all other personnel needed for hazardous waste Site operations and emergency response and their general functions and responsibilities.
 - d. The lines of authority, responsibility, and communication.
2. The organizational structure shall be reviewed and updated as necessary to reflect the current status of Site operations.

D. Work Plan:

1. The comprehensive work plan part of the SSHP shall refer to or incorporate information on the following:
 - a. The tasks and objectives of the Site operations and the logistics and resources required to achieve those tasks and objectives.
 - b. The anticipated activities as well as the CONTRACTOR's normal operating procedures.
 - c. The personnel and equipment requirements for implementing the work plan.
- E. The SSHP shall include procedures that will be used to ensure safe waste handling during the excavating, handling, loading, and transporting activities.

2.3 ACCIDENT REPORTING AND INVESTIGATION

- A. Document all accidents resulting in bodily injury using OSHA 301 form.
- B. Submit copies of completed OSHA 301 forms to the ENGINEER weekly.
- C. Based upon the results of an accident investigation, make modifications to the SSHP by changing tasks or procedures to prevent a recurrence.
- D. Post a copy of CONTRACTOR's OSHA 300A report in a conspicuous place onsite during the months of February, March and April, if applicable.

2.4 DAILY HEALTH AND SAFETY FIELD REPORTS

- A. Submit to ENGINEER daily health and safety field reports including, but not limited to, weather conditions, delays encountered in construction, and acknowledgment of deficiencies noted along with corrective actions taken on current and previous deficiencies. In addition, the daily health and safety air monitoring results, documentation of instrument calibration, new hazards encountered, and PPE utilized shall be included.
- B. The daily health and safety field reports shall include a description of problems, real or anticipated, encountered during the course of Work that should be brought to the attention of the ENGINEER and notification of deviations from planned Work shown in the previously submitted daily health and safety field report(s).

PART 3 - EXECUTION (NOT USED)

++ END OF SECTION ++

SECTION 01411

SPILL PREVENTION CONTROL AND COUNTERMEASURES PLAN

PART 1 - GENERAL

1.1 DESCRIPTION

- A. CONTRACTOR shall comply with the Environmental Protection Agency's Spill Prevention Control and Countermeasures (SPCC) Plan requirements per 40 CFR Part 112, and applicable federal, state, and local regulations.
- B. CONTRACTOR shall determine whether a SPCC Plan is required. If a SPCC Plan is required, the CONTRACTOR shall prepare, implement and maintain the SPCC Plan as required by the regulations.
- C. CONTRACTOR shall retain a qualified Professional Engineer, licensed in the same State as the Site, to determine the need for a SPCC Plan. CONTRACTOR shall submit to ENGINEER a letter written by and stamped by the CONTRACTOR'S Professional Engineer stating whether a SPCC Plan is required for the Project.
- D. A SPCC Plan is required if the Project activities meet the following criteria:
 - 1. Oil is stored, used, transferred, or otherwise handled at the Site, and;
 - 2. The maximum oil storage capacity at the Site equals or exceeds either of the following thresholds: 42,000 gallons of buried capacity, or 1,320 of above-ground capacity. Capacity includes the total storage tank volume and operational storage volume at the Site for prime contractors and Subcontractors, including bulk storage tanks, 55-gallon drums, tanks on construction equipment such as bulldozers and backhoes, mobile tankers located at the Site, and other vessels with 55-gallon capacity or larger. Oil includes petroleum products, fuel oil, hydraulic fluid, oil sludge, oil refuse, oil mixed with wastes other than dredged material, synthetic oil, vegetable oil, animal fats and oils, and other oils defined in the regulation; and
 - 3. There is reasonable expectation, based on the location of the Site, that an oil spill would reach navigable Waters of the United States or adjoining shorelines.
- E. If a SPCC Plan is not required, CONTRACTOR shall ensure the conditions that preclude the need for a SPCC Plan, including the activities of all contractors and Subcontractors at the Site, are maintained throughout the duration of the Project. Should changes that affect the storage, use, or handling of oil at the Site occur, CONTRACTOR'S Professional Engineer shall reassess the need for a SPCC Plan at no additional cost to the OWNER and provide to the ENGINEER a stamped letter with original signature regarding the need for a SPCC Plan.

- F. If a SPCC Plan is required, CONTRACTOR shall develop the SPCC Plan and submit the plan for approval by the ENGINEER and OWNER. The SPCC Plan shall be specific to the Site and shall include the following:
1. Stamp, original signature, and license number of CONTRACTOR'S Professional Engineer.
 2. A site plan identifying the name (or tag number) and location of each tank and container that will contain a substance regulated in 40 CFR 112, including above-ground and buried tanks. The site plan shall indicate the general directions of storm water runoff, including storm sewer pipes and inlets, and storm sewer outfall locations.
 3. For each tank and container on the site plan, provide a table that lists the tank or container's name (or tag number), type of oil stored, and the maximum storage capacity. List the total storage capacity of all tanks and containers at the Site.
 4. Predictions of direction, rate of flow, and total quantity of oil that could be discharged from the Site as a result of storage tank or container failure.
 5. Plans for operating procedures that prevent oil spills, including procedures for oil handling, details of secondary containment structures at fuel and oil transfer areas, and details and descriptions of equipment to be used for oil handling, including piping.
 6. Plans for control measures installed at the Site by the CONTRACTOR to prevent a spill from reaching navigable waters, including secondary containment and diversionary structures. For on-shore Sites, one of the following must be used, at minimum: dikes, berms, or retaining walls; curbing; culverts, gutters, or other drainage systems; weirs, booms, or other barriers; spill diversion ponds; retention ponds; sorbent materials. Where appropriate, the Plan shall clearly demonstrate that containment or diversionary structures or equipment are not practical.
 7. Plans for countermeasures to contain, clean up, and mitigate the effects of an oil spill that reaches navigable waters, including a written commitment of manpower, equipment, and materials to quickly control and remove spilled oil. Include an estimation of the time required to contain the spill after the spill occurs.
 8. Contact list and telephone numbers for the facility response coordinator, National Response Center, cleanup contractors, and all appropriate federal, state, and local agencies that must be contacted in the event of a discharge.
 9. Program for monthly inspections of the Site by CONTRACTOR for SPCC Plan compliance. ENGINEER shall be notified of each inspection at least 72 hours in advance.
 10. Plan for Site security relative to oil storage.
 11. Plans for safely handling mobile containers (i.e. totes, drums, and fueling vehicles that remain at the Site).
 12. Plans for periodic testing the integrity of tanks and containers, and associated piping and valves.
 13. Plans for bulk storage container compliance.
 14. Plans for personnel training and oil spill prevention briefings.

15. For SPCC Plans that do not follow the format listed in the applicable regulations, provide a cross reference to the requirements the applicable regulations, including 40 CFR Part 112.7.
 16. Approval by the OWNER.
 17. The SPCC Plan shall be reviewed by the CONTRACTOR'S Professional Engineer and the ENGINEER and OWNER every five years, as applicable.
- G. CONTRACTOR shall post a copy of the approved SPCC Plan in a conspicuous location at the Site and provide copies to the OWNER, ENGINEER, and other prime contractors. CONTRACTORS shall comply with the SPCC Plan.
- H. In the event of violation of the SPCC Plan or release of oils, the responsible CONTRACTOR shall pay fines or civil penalties (or responsible portion thereof) imposed on the OWNER by governing regulatory agencies, and pay costs associated with clean-up of the spill. Spill clean-up shall conform to applicable regulations.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

++ END OF SECTION ++

SECTION 01412

STORM WATER POLLUTION PREVENTION PLAN AND PERMIT

PART 1 - GENERAL

1.1 DESCRIPTION

- A. CONTRACTOR shall comply with the terms and conditions of the State Pollutant Discharge Elimination System (SPDES) requirements under the State of New York. Under provisions of that permit, CONTRACTOR shall be designated as permittee and shall be responsible for providing necessary material and for taking appropriate measures to minimize pollutants in stormwater runoff from the Project.
- B. The Contract Price shall include all material, labor and other permits and incidental costs related to:
 - 1. Preparing, updating and revising the Erosion and Sediment Control (E&SC) Plan
 - 2. Installing and maintaining all structural and non-structural items chosen by CONTRACTOR to comply with the construction E&SC Plan.
 - 3. Clean-up and disposal costs associated with clean-up and repair following storm events or CONTRACTOR caused spills on the Project.
 - 4. Implementing and maintaining Best Management Practices to comply with the OWNER'S stormwater code.
 - 5. Preparing the Notice of Intent and Notice of Termination shall be covered by the SPDES General Permit for New York.
- C. CONTRACTOR shall coordinate the requirements under this Section with Section 02316, Earthwork. All necessary Best Management Practices (BMP's) must be implemented prior to commencement of any construction/demolition activity.

1.2 SUBMITTALS

- A. CONTRACTOR shall submit, at least five days prior to the initial start of construction on the Project, completed, and signed Notice of Intent forms to the State of New York.
- B. CONTRACTOR shall submit to the ENGINEER, no later than three days prior to the initial start of construction the following:
 - 1. Notice of Intent (NOI) to be covered by the SPDES General Permit for New York including certifications of signature.
 - 2. E&SC Plan for the Project, including certification of signature. The E&SC Plan include CONTRACTOR'S proposed temporary means for stormwater control during all phases of construction/demolition and shall be stamped by a Professional Engineer licensed in the State of New York.
- C. CONTRACTOR shall submit to the OWNER, as part of the Construction E&SC Plan a construction site inspection report that includes the following:

1. Inspection scope.
2. Inspector qualifications.
3. Observations of E&SC Plan non-compliance and corrective steps taken.
4. Certificate of Compliance with E&SC Plan and the SPDES General Permit for Stormwater Discharge in the event of no incidents. Reports shall be submitted each quarter, at a minimum, throughout the Contract duration.

D. CONTRACTOR shall submit to the OWNER, upon project completion the Notice of Termination (NOT) of coverage under SPDES General Permit.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

++ END OF SECTION ++

SECTION 01413

CONTRACTOR'S HAZARDOUS MATERIALS MANAGEMENT PROGRAM

PART 1 - GENERAL

1.1 DESCRIPTION

- A. CONTRACTOR shall comply with all Federal, State, and local Laws and Regulations related to environmental protection and environmental safety including, but not limited, to the following:
1. Title 29 Code of Federal Regulations Parts 1910, Occupational Safety and Health.
 2. Title 40 Code of Federal Regulations, Environmental Protections.
 3. Title 49 Code of Federal Regulations, Transportation.
 4. State Occupational Safety and Health Administration (OSHA).
- B. In order to ensure the OWNER that CONTRACTOR is complying with the intent of the regulations stated in Paragraph 1.1.A, above, as they relate to the on-site use of hazardous materials, hazardous wastes and other substances similarly defined in those regulations, CONTRACTOR shall develop and maintain a CONTRACTOR'S Hazardous Materials Management Program that includes as a minimum, but is not limited to the requirements specified herein. The interests of the OWNER are that accidental spills, Site contamination, and injury of personnel on the Site are avoided. OWNER will not enforce suspected violations of the rules and regulations referenced in Paragraph 1.1.A, above, however the OWNER will notify CONTRACTOR of suspected violations. If in the opinion of the OWNER, CONTRACTOR fails to address the suspected violations in a timely and appropriate manner, OWNER will notify Federal, State, or local regulatory agencies, report the suspected violations to them, and request that they inspect CONTRACTOR'S operations. Any fines that may be levied against OWNER for violations committed on the Site by CONTRACTOR as well as any costs to OWNER associated with cleanup of materials shall be reimbursed immediately by CONTRACTOR. All documents required by the program shall be made available to the OWNER'S Environmental Representative immediately, upon request.
- C. Any hazardous waste, as defined in any of the above listed regulations, generated by CONTRACTOR shall be the responsibility of CONTRACTOR. If CONTRACTOR is going to generate, or has generated, a substance that qualifies as a hazardous waste, CONTRACTOR shall obtain an EPA identification number, listing CONTRACTOR'S name and construction Site address as the generator of the hazardous waste. CONTRACTOR shall be responsible for the identification, analysis, profiling, transport and disposal of hazardous wastes generated. The identification number can be obtained from the New York State Department of Environmental Quality. This number shall be provided to the ENGINEER within 30 days after the Notice to Proceed, or before any hazardous materials are brought onto the Site.

1.2 HAZARDOUS MATERIALS PROGRAM REQUIREMENTS

- A. Within the regulations listed in Paragraph 1.1.A, above, terms such as hazardous material, hazardous wastes, and similar terms have varying definitions. To dispel confusion regarding what materials fall under the Program Requirements and for the purposes of this Article, Hazardous Material is defined as "any material, whether solid, semi-solid, liquid, or gas, which, if not stored or used properly, may cause harm or injury to persons through inhalation, ingestion, absorption or injection, or which may negatively impact the environment through the use or discharge of the material on the ground, in the water (including groundwater), or to the air."
- B. All chemicals brought onto the Site must be approved by OWNER. Prior to bringing any chemical onto the Site, CONTRACTOR shall request approval from OWNER'S Environmental Representative for each chemical CONTRACTOR proposes to bring onto the Site. At the time of request, OWNER'S Environmental Representative may request and receive from CONTRACTOR, specific information associated with each chemical. The specific information may include, but is not limited to, MSDS, manufacture, vendor, container size(s), number of containers, minimum and maximum volume of material intended to be stored on-site, as well a description to the process or procedures in which any requested chemical is to be used. OWNER, within 30 days from receipt of the specific chemical information, will inform CONTRACTOR as to whether the chemical has been approved for use on-site.
- C. CONTRACTOR shall, in accordance with applicable Laws and Regulations, develop a Hazardous Materials Communication Plan. At a minimum, CONTRACTOR shall maintain on-site two notebooks containing (1), a chemical inventory, and (2), current (dated within the past two years) Material Safety Data Sheets for all materials being used on-site, whether or not they are defined as a Hazardous Material in Paragraph 1.2.A, above. One notebook shall be kept in CONTRACTOR'S on-site office and the other shall be kept in a location specified by the OWNER'S Environmental Representative. These notebooks must be kept up-to-date as materials are brought onto and removed from the Site. Copies of MSDS sheets for chemicals removed from the Site shall be provided to the OWNER'S Environmental Representative.
- D. CONTRACTOR shall develop an emergency/spill response plan, for each hazardous material or class/group of materials. As a minimum, the response plan must address the following:
1. Provide a description of equipment on-site available to contain or respond to an emergency/spill of the material.
 2. Notification procedures.
 3. Response coordination procedures between CONTRACTOR, OWNER, and ENGINEER.
 4. Provide a Site Plan showing the location of stored hazardous materials and location of spill containment/response equipment.
 5. Provide a description of the hazardous material handling and spill response training provided to CONTRACTOR'S employees.

- E. CONTRACTOR shall, in accordance with applicable Laws and Regulations, properly and safely store all hazardous materials, which shall include as a minimum, the following:
1. Have a designated storage site for hazardous materials that includes secondary containment. The Site must include barriers to prevent vehicles from colliding with the storage containers and offer protection from environmental factors such as weather.
 2. Provide signage in accordance with applicable Laws and Regulations, clearly identifying the hazardous materials storage site.
 3. All hazardous materials containers must bear the applicable Hazard Diamonds.
- F. CONTRACTOR shall properly label all containers of consumable materials, whether or not they are classified as Hazardous Materials under this Section. The name of CONTRACTOR or subcontractor shall be stenciled on any container containing a hazardous material, and on any container over five-gallon capacity containing a non-hazardous material. Any container must have a label clearly identifying the contents. If any such unlabeled containers are discovered on the Site, the OWNER'S Environmental Representative will notify CONTRACTOR, and CONTRACTOR will within one hour properly label the container or remove it from the Site. Any containers that are filled from larger containers must also be properly labeled.
- G. OWNER encourages storage of hazardous materials off-site until the materials are needed on-site.
- H. CONTRACTOR shall provide all documentation required herein available immediately upon request of OWNER'S Environmental Representative. CONTRACTOR'S Safety Representative will meet at least monthly with OWNER'S Environmental Representative to review CONTRACTOR'S Hazardous Materials Management Program documents, procedures, and inspect the storage site and the Site to ensure the requirements specified herein are being complied with. CONTRACTOR shall also provide OWNER'S Environmental Representative and the ENGINEER with copies of all permits obtained from environmental regulatory agencies.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

+ + END OF SECTION + +

SECTION 01414

EARTHMOVING PERMIT AND DUST CONTROL

PART 1 - GENERAL

1.1 DESCRIPTION

- A. CONTRACTOR shall obtain permits required for earthmoving and dust-generating operations related to the Work
- B. CONTRACTOR shall not cause or allow dust-generating operations, earthmoving operation, use of property, or other operation that result in fugitive dust emissions that exceed the limits prescribed by the authority having jurisdiction.
- C. If requested by the OWNER or ENGINEER, conduct opacity observations for visible emissions of fugitive dust per techniques specified in USEPA Reference Method 9.
- D. Develop and submit to ENGINEER and OWNER a Dust Control Plan that shall include the following:
 - 1. Names, address, and telephone number of the person responsible for preparing and implementing the Dust Control Plan.
 - 2. Name(s), address(es), and telephone number(s) of the person(s) responsible for dust generating operations.
 - 3. A site plan that delineates the total area of land surface to be disturbed.
 - 4. The total disturbed area in acres; earthmoving and dust-generating operations and activities to be performed at the Site; actual and potential sources of fugitive dust emissions; and delivery, transportation, and storage areas for the Site, including types of materials stored and appropriate size of material stock piles.
 - 5. Description of the Reasonably Available Control Measures (RACM) to be implemented during dust-generating operations at actual and potential sources of fugitive dust.
 - 6. Description of dust suppressants to be applied including product specifications; method, frequency, and intensity of application; type, number, and capacity of application equipment; and certifications related to the suppressant's appropriate and safe use.
 - 7. Description of specific surface treatment(s) or RACM used to control material deposition along paved surfaces (e.g., "track-out) where unpaved Site surfaces or Site access points meet paved surfaces.
 - 8. Description of at least one alternative RACM for each actual and potential fugitive dust source shall be designated as a contingency measure.
- E. CONTRACTOR shall post a copy of earthmoving permits and the approved Dust Control Plan in a conspicuous location at the Site and provide a copy of each to the ENGINEER.

- F. CONTRACTOR shall maintain a daily written log to record the actual application or implementation of RACMS described in the approved Dust Control Plan. CONTRACTOR shall maintain the written log and supporting documentation at the Site and shall provide copies to ENGINEER or OWNER upon request. CONTRACTOR shall retain copies of the Dust Control Plan, RACM implementation records, and supporting documentations for a minimum of three years.
- G. Provide necessary equipment and materials to apply sufficient dust suppressants, properly clean all track-out areas, and provide adequate physical stabilizations of soils to meet requirements of earthmoving permits and approved Dust Control Plan. Use these methods to control fugitive dust generation from CONTRACTOR's operations including the following areas:
1. Construction areas.
 2. Vehicle and equipment parking areas.
 3. Material storage areas.
 4. Office and trailer areas.
 5. Haul and access roadways.
 6. Track-out areas.
 7. Other areas where CONTRACTOR will work, store products, or park vehicles and equipment.
- H. Pay fines and civil penalties incurred by OWNER due CONTRACTOR's violation of earthmoving permits and Dust Control Plan.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

++ END OF SECTION ++

SECTION 01452

TESTING LABORATORY SERVICES FURNISHED BY CONTRACTOR

PART 1 - GENERAL

1.1 DESCRIPTION

- A. CONTRACTOR shall employ and pay for an independent testing laboratory to perform specified services. Laboratory selected shall be subject to approval by ENGINEER.
- B. Inspection, sampling and testing shall be as specified in the Specifications including but not limited to:
 - 1. Soil compaction tests, Section 02316, Earthwork.

1.2 QUALIFICATIONS OF LABORATORY

- A. Conform to applicable requirements of ASTM E 329, Standards of Recommended Practice for Inspection and Testing Agencies for Concrete and Steel as Used in Construction. Laboratory shall be authorized to operate in the same state as the Site.
- B. Submit copy of report of inspection of facilities made by Materials Reference Laboratory of National Bureau of Standards during most recent tour of inspection; with memorandum of remedies of deficiencies reported during inspection.
- C. Testing Equipment:
 - 1. Calibrated at maximum twelve-month intervals by devices of accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants.
 - 2. Submit copy of certificate of calibration, made by accredited calibration agency.

1.3 LABORATORY DUTIES

- A. Cooperate with ENGINEER and provide qualified personnel promptly on notice.
- B. Perform specified inspections, sampling, and testing of materials and methods of construction; comply with applicable standards; ascertain compliance with requirements of Contract Documents.
- C. Promptly notify ENGINEER and CONTRACTOR of irregularities or deficiencies in the Work observed during performance of services.
- D. Promptly submit five copies of reports of inspections and tests to ENGINEER, including:

1. Date issued.
2. Project title, number, and Site.
3. Testing laboratory name and address.
4. Name and signature of inspector.
5. Date of inspection or sampling.
6. Record of temperature and weather.
7. Date of test.
8. Identification of product and Specification Section.
9. Location in Project.
10. Type of inspection or test.
11. Results of tests and observations regarding compliance with Contract Documents.

- E. Perform additional tests and services as required to assure compliance with the Contract Documents.

1.4 CONTRACTOR'S COORDINATION WITH LABORATORY

- A. Cooperate with laboratory personnel and provide access to Work and to Suppliers' operations.
- B. Provide to laboratory representative samples of materials to be tested, in required quantities.
- C. Furnish labor and facilities:
1. To provide access to Work to be tested.
 2. To obtain and handle samples at Site.
 3. To facilitate inspections and tests.
 4. For laboratory's exclusive use for storage and curing of test samples.
 5. For forms for preparing concrete test beams and cylinders.
- D. Notify laboratory and ENGINEER sufficiently in advance of operations to allow for assignment of personnel and scheduling of tests.
- E. Arrange with laboratory and pay for additional samples and tests required for CONTRACTOR's convenience.

1.5 PRODUCT TEST REPORTS

- A. Furnish copies of product test reports where required by the Specifications and as requested by ENGINEER.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

++ END OF SECTION ++

SECTION 01515

TEMPORARY SANITARY AND FIRST AID FACILITIES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. General CONTRACTOR shall provide temporary sanitary and first-aid facilities during the Project, including:
1. Paying all costs for temporary sanitary and first-aid facilities, including installation, maintenance, and removal.
 2. Maintain, service, and clean sanitary and first-aid facilities. Keep sanitary and first-aid facilities continuously supplied with consumables.
 3. Facilities shall be adequate for personnel using the Site.
 4. Provide facilities in compliance with Laws and Regulations.
- B. Temporary sanitary and first-aid facilities provided shall include:
1. Potable drinking water supply and cups.
 2. Enclosed Toilet Facilities: Temporary flush toilets or portable toilets.
 3. Suitable washing facilities for employees.
 4. First-aid stations at or immediately adjacent to Site's major work areas, and inside CONTRACTOR's temporary field office. Locations of first-aid stations shall be determined by CONTRACTOR's safety representative. Other contractors shall provide first-aid stations in their own field office.
 5. Post list of emergency telephone numbers at each hardwired telephone at Site, including emergency medical services, hospitals, and ambulance services.
 6. When Work is in progress, provide at the Site at least one person trained in first-aid. First-aid-trained personnel shall possess valid certificate indicating that they have successfully completed first-aid training course by the American Red Cross or similar entity.
- C. Restrictions:
1. Existing Facilities: Shall not be used by contractors without written permission of OWNER with conditions for use.
 2. Permanent Facilities Provided Under the Project: Shall not be used by contractors.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Location of temporary toilets shall be acceptable to OWNER.

3.2 USE

- A. Use of Temporary Facilities:
 - 1. Properly supervise temporary facilities.
 - 2. Enforce proper use of sanitary facilities, including preventing the committing of nuisances in buildings at the Site.
 - 3. Properly dispose of wastes.

3.3 REMOVAL

- A. Completely remove temporary facilities and materials when no longer required. Repair damage caused by temporary facilities and their removal and restore Site to specified condition; if restoration of damaged areas is not specified, restore to pre-construction condition.

++ END OF SECTION ++

SECTION 01522

CONTRACTOR'S FIELD OFFICE AND SHEDS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. A CONTRACTOR's field office will not be required for this project, although may be provided if desired by CONTRACTOR at no additional cost to the OWNER.
- B. Provide one set of Contract Documents on-site for ready reference by interested parties.
- C. Storage and Work Sheds:
 - 1. Provide storage and work sheds sized, furnished, and equipped to accommodate personnel, materials, and equipment involved including temporary utility services.
- D. Remove office and sheds until readiness for final payment, unless otherwise approved by ENGINEER.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

++ END OF SECTION ++

SECTION 01550

ACCESS ROADS AND PARKING AREAS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. CONTRACTOR shall provide temporary construction roads, walks, parking areas, and appurtenances required during the Project for use by CONTRACTOR, OWNER's operations, other contractors working on the Project, and emergency vehicles. Temporary roads and parking areas shall be designed and maintained by CONTRACTOR and be fully usable in all weather conditions.
- B. Use of Existing Access Roads:
1. CONTRACTOR will be allowed to use OWNER'S existing roads upon obtaining OWNER's written permission.
 2. Prevent interference with traffic on existing roads and parking areas. At all times, keep access roads and entrances serving the Site clear and available to OWNER, OWNER's employees, emergency vehicles, and other contractors. Do not use these areas for parking or storage of materials.
 3. CONTRACTOR shall indemnify and hold harmless OWNER from expenses caused by CONTRACTOR's operations over existing roads and parking areas.
 4. Schedule deliveries to minimize use of driveways and entrances.

1.2 SITE ACCESS

- A. Site Access:
1. CONTRACTOR access to the Site is shown on the Drawings.

1.3 TEMPORARY ROADS AND PARKING AREAS

- A. Temporary Roads and Parking in Areas Different from Permanent Pavement: Construct temporary roads and parking areas adequate to support loads and to withstand traffic loads during the Project.
1. Provide reasonably level, graded, well-drained subgrade of satisfactory soil material, compacted to at least 95 percent of maximum dry density in the upper six inches.
 2. Where required to support loads and provide separation between subgrade and subbase materials, provide geotextile or geogrid as required.
 3. Provide crushed stone or gravel subbase material at least six inches thick, roller-compacted to a level, smooth, dense surface. Subbase for temporary roads and areas traveled by construction vehicles shall be adequate for loads and traffic they will serve.
 4. Provide dust control treatment that is non-polluting and does not contribute to tracking-out onto pavement. Reapply dust control treatment as required.

- B. Temporary Roads and Parking in Same Areas as Permanent Pavement: Construct temporary roads and parking areas adequate to support construction loads and to withstand exposure to traffic during the Project. Locate temporary roads and parking areas in same location as permanent roads and parking areas. Extend temporary roads and parking areas, within construction limits indicated, as required for construction operations.
 - 1. Coordinate elevations of temporary roads and parking areas with permanent roads and parking areas.
 - 2. Prepare subgrade, subbase, and base for temporary roads and parking areas per appropriate Specification sections in Division 2. Where required by subgrade conditions and construction loads and traffic, provide geotextile or geogrid on compacted subgrade for subbase support and separation of subbase and subgrade materials.
 - 3. Delay installation of final courses of permanent bituminous pavement until road will not be subject to further heavy construction traffic. Repair damage to bituminous base course of pavement before installing permanent top courses.

1.4 TRAFFIC CONTROLS

- A. Provide temporary traffic controls at intersections of temporary roads with public roads, and intersections of temporary roads with permanent access roads at the Site. Provide warning signs on permanent roads and drives, and provide "STOP" signs for traffic on temporary roads at entrances onto permanent pavement. Comply with requirements of authorities having jurisdiction.

1.5 CONTRACTOR PARKING

- A. CONTRACTOR employee vehicles shall be parked in an area specifically designated by OWNER, per Section 01561, Security.
- B. Construction vehicles and equipment shall be parked in work areas off of permanent roads and parking areas, in areas of the Site designated for CONTRACTOR staging.

1.6 MAINTENANCE OF ROADS

- A. General:
 - 1. CONTRACTOR shall maintain temporary roads and parking to continuously provide at the Site access for construction vehicles and trucks, OWNER vehicles, deliveries for OWNER, emergency vehicles, and parking areas for OWNER's personnel.
 - 2. Public roads shall be passable at all times unless a road closure is allowed in writing by authority having jurisdiction.
 - 3. When temporary roads and parking without hard surfacing become contaminated with soil and create a nuisance, remove contaminated material and replace with clean aggregate as required.
 - 4. Provide snow and ice removal for temporary roads and parking areas.

- B. Clean paved roads and parking areas over which CONTRACTOR's vehicles travel. Cleaning shall be done a minimum two times per week or more frequently as directed by ENGINEER, and shall be by mechanical sweeper. Roads to be cleaned include:
 - 1. Roads within limits of the Project.
 - 2. Permanent roads at Site from Site entrance to work areas and construction parking and staging areas.
 - 3. Public roads that require sweeping and cleaning due to CONTRACTOR's operations.

- C. Dust resulting from CONTRACTOR's activities shall be controlled by CONTRACTOR to prevent nuisances at Site and nearby areas. Apply water or use other methods subject to ENGINEER's acceptance that will minimize airborne dust. Do not use water when water will cause hazardous or objectionable conditions such as ice, mud, ponds, and pollution. Refer to Section 01414, Earthmoving and Dust Control.

- D. Provide temporary, heavy-duty steel roadway plates to protect existing manholes, handholes, valve boxes, vaults, and similar buried facilities.

1.7 REMOVALS AND RESTORATION

- A. Removals:
 - 1. Remove temporary roads, walks, and parking areas that are not intended for, or acceptable for, integration into permanent pavement. Return areas of temporary roads, walks, and parking to pre-construction condition unless otherwise required by the Contract Documents. Remove temporary gates, fencing, and traffic controls associated with temporary roads and parking areas.
 - 2. Where areas of temporary roads and parking will be permanently landscaped, remove pavement, aggregate, soil and other material that does not comply with requirements for fill or subsoil and landscaping. Remove and properly dispose of materials contaminated with oil, bitumen, and other petrochemical compounds, and other substances that might impair growth of plants and lawns.

- B. Restoration:
 - 1. Repair or replace paving, curbs, gutters, and sidewalks affected by temporary roads and parking, and restore to required conditions, per authorities having jurisdiction.
 - 2. Restore to pre-construction conditions existing roads, walks, and parking areas damaged by CONTRACTOR, subject to approval of owner of roads, walks, and parking areas.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

++ END OF SECTION ++

SECTION 01561

SECURITY

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope:

1. CONTRACTOR shall safely guard all the Work, products, equipment, and property from loss, theft, damage, and vandalism until Substantial Completion. CONTRACTOR's duty includes safely guarding OWNER's property in vicinity of the Work and other private property from injury or loss in connection with performance of the Work.
2. Employ watchmen as required to provide required security and prevent unauthorized entry.
3. Costs for security specified in this Section shall be paid by CONTRACTOR.
4. Make no claim against OWNER for damage resulting from trespass.
5. Provide full compensation for damage to property of OWNER and others arising from failure to provide adequate security.
6. If fencing or barriers are breached or temporarily removed for the Work, provide and maintain temporary security fencing equal to existing in manner satisfactory to ENGINEER and OWNER.
7. CONTRACTOR's security measures shall be at least equal to those usually provided by OWNER to protect existing facilities during normal operation.

1.2 CONTRACTOR'S SITE ACCESS AND SECURITY PROCEDURES

- A. Conform to requirements of Section 01550; Access Roads and Parking Areas.
- B. Conform to OWNER's security procedures and access restrictions at Site throughout entire Project. CONTRACTOR, including Subcontractors and Suppliers, shall comply with the following:
 1. Personnel Identification: All CONTRACTOR personnel shall wear at all times on-Site a badge bearing CONTRACTOR's name, employee's name and, as applicable, employee number.
 2. Vehicle Identification: While on-Site, all CONTRACTOR vehicles, including employee vehicles, shall display vehicle identification tag in clearly visible location on dashboard. Vehicle tag shall include the following information: Site name, CONTRACTOR name, contract number, vehicle license plate number and state of issue, name and employer of vehicle owner, and vehicle owner contact telephone number.
 3. Parking: Do not park outside of designated CONTRACTOR parking area, as shown on the Drawings. Prepare and maintain parking area as required. Personal vehicles are not allowed outside CONTRACTOR parking area.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

++ END OF SECTION ++

SECTION 01570

TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. CONTRACTOR shall provide and maintain methods, equipment, and temporary construction, as required to provide controls over environmental conditions at the construction site and adjacent areas. Remove physical evidence of temporary facilities at completion of the Work.
- B. CONTRACTOR shall obtain all City, County and State permits required for the construction of all Work, including Hazardous Material Management, Earth Moving/ Dust Control and Stormwater/Stormwater Pollution Prevention Permits.

1.2 NOISE CONTROL

- A. CONTRACTOR'S vehicles and equipment shall be such as to minimize noise to the greatest degree practicable. Noise levels shall conform to the latest OSHA standards and in no case will noise levels be permitted which interfere with the Work of the OWNER or others.

1.3 DUST CONTROL

- A. CONTRACTOR shall be responsible for controlling objectionable dust caused by CONTRACTOR'S operation of vehicles and equipment, clearing or for any reason whatever. CONTRACTOR shall apply water or use other methods subject to the ENGINEER'S approval at no additional cost to OWNER, which will keep dust in the air to a minimum.

1.4 PEST AND RODENT CONTROL

- A. Provide rodent and pest control as required to prevent infestation of construction or storage areas.
 - 1. Employ methods and use materials that will not adversely affect conditions at the Site or on adjoining properties.

1.5 WATER CONTROL

- A. Provide methods to control surface water and water from excavations and 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.

- B. Provide, operate and maintain equipment and facilities of adequate size to control surface water.
- C. 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.

1.6 POLLUTION CONTROL

- A. Provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.
- B. Provide equipment and personnel, perform emergency measures required to contain any spillages, and to remove contaminated soils or liquids.
 - 1. Excavate and dispose of any contaminated earth offsite, and replace with suitable compacted fill and topsoil.
- C. 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 or storm sewers.
- D. Provide systems for control of atmospheric pollutants.
 - 1. Prevent toxic concentrations of chemicals.
 - 2. Prevent harmful dispersal of 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. Plan and execute construction and earth work 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.
- B. Construct fills and waste areas by selective placement to eliminate surface silts or clays which will erode.
- C. Periodically inspect earthwork to detect any evidence of the start of erosion; apply corrective measures as required to control erosion.
- D. Coordinate erosion control requirements with the requirements of Article 1.4, above.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

++ END OF SECTION ++

SECTION 01721

PROTECTION OF THE WORK AND PROPERTY

PART 1 - GENERAL

1.1 DESCRIPTION

- A. CONTRACTOR shall be responsible for taking all precautions, providing all programs, and taking all actions necessary to protect the Work and all public and private property and facilities from damage as specified in the General Conditions and herein.
- B. In order to prevent damage, injury or loss, CONTRACTOR'S actions shall include, but not be limited to, the following:
 - 1. 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 other contractor or utility service company.
 - 2. Provide suitable storage facilities for all materials, which are subject to injury by exposure to weather, theft, breakage, or otherwise.
 - 3. Place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work.
 - 4. Clean up frequently 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.
 - 5. Provide barricades and guard rails around openings, for scaffolding, for temporary stairs and ramps, around excavations, elevated walkways and other hazardous areas.
- C. CONTRACTOR shall not, except after written consent from proper parties, enter or occupy privately-owned land with personnel, tools, materials or equipment, except on easements provided herein.
- D. CONTRACTOR shall assume full responsibility for the preservation of all public and private property or facility on or adjacent to the Site. If any direct or indirect damage is done by or on account of any act, omission, neglect or misconduct in the execution of the Work by CONTRACTOR, it shall be restored by CONTRACTOR, at his expense, to a condition equal to that existing before the damage was done.

1.2 BARRICADES AND WARNING SIGNALS

- A. Where Work is performed on or adjacent to any roadway, right-of-way, or public place, CONTRACTOR shall provide barricades, fences, lights, warning signs, danger signals, watchmen, and shall take other precautionary measures for the protection of persons or property and of the Work. Barricades shall be painted to be visible at night. From sunset to sunrise, CONTRACTOR shall furnish and maintain at least

one light at each barricade. Sufficient barricades shall be erected to keep vehicles from being driven on or into Work under construction. CONTRACTOR shall furnish watchmen in sufficient numbers to protect the Work. CONTRACTOR'S responsibility for the maintenance of barricades, signs, lights, and for providing watchmen shall continue until the Project is accepted by OWNER.

1.3 TREE AND PLANT PROTECTION

- A. CONTRACTOR shall protect existing trees, shrubs and plants adjacent to the Site that are shown or designated to remain in place against unnecessary cutting, breaking or skinning of trunk, branches, bark or roots.

1.4 PROTECTION OF EXISTING STRUCTURES

A. Underground Structures:

1. Underground structures are defined to include, but are not limited to, all sewer, water, gas, and other piping, and manholes, chambers, electrical conduits, tunnels and other existing subsurface work located within or adjacent to the limits of the Work.
2. All underground structures known to ENGINEER, except water, gas, sewer, electric, and telephone service connections, are shown. This information is shown for the assistance of CONTRACTOR, in accordance with the best information available, but is not guaranteed to be correct or complete.
3. CONTRACTOR shall explore ahead of his 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 to the services, which such structures provide. If CONTRACTOR damages an underground structure, he shall restore it to original condition at his expense.
4. Necessary changes in the location of the Work may be made by ENGINEER to avoid unanticipated underground structures.
5. If permanent relocation of an existing underground structure or other subsurface facility is required and is not otherwise provided for in the Contract Documents, ENGINEER will direct CONTRACTOR, in writing, to perform the Work, which shall be paid for under the provisions of the General Conditions.

B. Surface Structures:

1. Surface structures are defined as all existing buildings, structures and other facilities above the ground surface. Included with such structures are their foundations or any extension below the surface. Surface structures include, but are not limited to, buildings, tanks, walls, bridges, roads, dams, channels, open drainage, piping, poles, wires, posts, signs, markers, curbs, walks and all other facilities that are visible above the ground surface.

C. Protection of Underground and Surface Structures:

1. CONTRACTOR shall sustain in their places and protect from direct or indirect injury all underground and surface structures located within or adjacent to the limits of the Work. Such sustaining and supporting shall be done carefully and as required by the party owning or controlling such structure. Before proceeding with the Work of sustaining and supporting such structure, CONTRACTOR shall satisfy the ENGINEER that the methods and procedures to be used have been approved by the party owning same.
 2. CONTRACTOR shall assume all risks attending the presence or proximity of all underground and surface structures within or adjacent to the limits of the Work. CONTRACTOR shall be responsible for all damage and expense for direct or indirect injury caused by his Work to any structure. CONTRACTOR shall repair immediately all damage caused by his Work, to the satisfaction of the owner of the damaged structure.
- D. All other existing surface facilities, including but not limited to, guard rails, posts, 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.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

++ END OF SECTION ++

SECTION 01722

FIELD ENGINEERING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The OWNER will establish reference points for the Project for use by CONTRACTOR. The OWNER, ENGINEER and CONTRACTOR will coordinate the location to suit the Work.
- B. CONTRACTOR shall:
1. Provide the services of a licensed surveyor in the State of NY for the purposes of establishing final grades for the project, and preparing the required Record Survey and Progress Payment Surveys as specified in Section 01782, Record Documents.
 2. Provide all material required for benchmarks, control points, grade stakes, elevation stakes, and other items.
 3. Be solely responsible for all locations, dimensions and levels.
 4. Safeguard all points, stakes, grade marks, monuments and benchmarks made or established on the Work. Re-establish same if disturbed, at no additional cost to the OWNER.
 5. CONTRACTOR shall provide notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work. If CONTRACTOR observes that the Contract Documents are at variance therewith, CONTRACTOR shall promptly notify the ENGINEER, in writing.
 6. Keep a transit and leveling instrument on the Site at all times and a skilled instrument man available whenever necessary for layout of the Work.

1.2 CONTRACTOR'S SURVEYOR

- A. CONTRACTOR shall employ and retain, as needed, at the Work Site a surveyor with the experience and capability of performing all surveyor and layout tasks required of CONTRACTOR. The surveyor shall be a land surveyor registered in the State of New York. Tasks included are:
1. Provide all surveying equipment required to facilitate elevation control and Record Drawing measurements as described above
 2. Provide all surveying equipment required including transit, level, stakes and required surveying accessories.
 3. Keep professional, accurate, well organized, and legible notes of all measurements and calculations made while surveying and laying out the Work.
 4. Survey, locate, and record all utilities and buried structures prior to backfilling.

- B. From established primary control points, CONTRACTOR shall establish all lines and grades, and elevations necessary to control the Work, and shall be responsible for all measurements that may be required for execution of the Work to the tolerances prescribed in the Contract Documents.
- C. CONTRACTOR shall establish, place, and replace as required, such additional stakes, markers, and other controls as may be necessary for control, intermediate checks, and guidance of construction operations.
- D. CONTRACTOR shall perform such surveys and computations as are necessary to determine quantities of Work performed or placed during each Progress Payment period, and shall perform all surveys necessary for the ENGINEER to determine final quantities of Work in place.

1.3 SURVEYING

- A. CONTRACTOR shall follow the following construction surveying guidelines for this project:
 - 1. Alignment Staking: Each 50 feet on tangent; each 25 feet on curves.
 - 2. Slope Staking: Each 50 feet on tangent; each 25 feet on curves; restake every ten feet in elevation.
 - 3. Structure: Stake out structures, including elevations, checkouts prior to and during demolition. The limits of any remaining subsurface structures shall be indicated on the Record Survey.
- B. The horizontal accuracy of easement staking shall be plus or minus 0.1 feet. The accuracy of all other staking shall be plus or minus 0.04 feet horizontally and plus or minus 0.02 feet vertically.
- C. Survey calculations shall include an error analysis sufficient to demonstrate the required accuracy.

1.4 SUBMITTALS

- A. Submit name and address of surveyor to ENGINEER.
- B. On request of ENGINEER, submit documentation to verify accuracy of field engineering work.
- C. When requested by ENGINEER, submit certificate signed by Registered Professional or Surveyor certifying that elevations and locations of Work are in conformance with Contract Documents. Explain all deviations.
- D. Certified Record Survey – 4 Hard Copies and 2 CD's with all applicable files in AutoCAD 2004 format.

- E. Progress Payment Surveys – 2 Hard Copies and 1 CD with all applicable files in AutoCAD 2004 format

1.5 RECORDS

- A. CONTRACTOR shall maintain on Site a complete and accurate log of all control and survey Work as it progresses.
 - 1. All survey data shall be in accordance with recognized professional surveying standards. All original field notes, computations, and other surveying data shall be recorded by CONTRACTOR'S surveyor in CONTRACTOR furnished hard-bound field books, and shall be signed and sealed by CONTRACTOR'S surveyor. The completeness and accuracy of all survey Work, and the completeness and accuracy of the survey records, including the field books, shall be the responsibility of CONTRACTOR. Failure to organize and maintain survey records in a professional manner to allow reasonable and independent verification of all calculations by the ENGINEER, and to allow reasonable identification by the ENGINEER of all elevations, dimensions, and grades of the Work shall be cause for rejection of the survey records, including the field books.
 - 2. Illegible notes or data, or erasures on any page of the field books are not acceptable. Copied notes or data shall not be permitted. Corrections by ruling or lining out errors will be satisfactory only if initialed by the surveyor. Violation of the above may require resurveying the data in question.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

++ END OF SECTION ++

SECTION 01740

CLEANING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Execute cleaning, during progress of the Work, at completion of the Work, and as required by General Conditions.

1.2 REQUIREMENTS OF REGULATORY AGENCIES

- A. In addition to the requirements herein, maintain the cleanliness of the Work and surrounding premises within the Work limits so as to comply with federal, state, and local fire and safety laws, ordinances, codes and regulations.
- B. Comply with all federal, state and local anti-pollution laws, ordinances, codes and regulations when disposing of waste materials, debris and rubbish.

1.3 PROGRESS CLEANING

- A. General: Clean the Site, Work areas and other areas CONTRACTOR is permitted to occupy by Laws and Regulations at least weekly. Dispose of materials lawfully according to Laws and Regulations:
 - 1. Comply with requirements in NFPA 241, Standard for Safeguarding Construction, Alteration and Demolition Operations, for removal of combustible waste materials and debris.
 - 2. Do not hold other materials more than three days if the temperature is expected to rise above 80°F.
 - 3. Provide suitable containers for storage of waste materials and debris.
 - 4. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately.
- B. Project:
 - 1. Maintain Project free of waste materials and debris.
 - 2. Keep exterior dust generating areas wetted down.
 - 3. At least weekly, brush sweep all existing plant roadways affected by the Work.
- C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly and report spills to the OWNER and ENGINEER immediately.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire Work area, as appropriate.

- D. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- E. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- F. Waste Disposal:
 - 1. Properly dispose of all waste materials, surplus materials, debris and rubbish off the Project Site.
 - 2. Do not burn or bury rubbish and waste materials on the Project Site.
 - 3. Do not dispose of volatile or hazardous wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
 - 4. Do not discharge wastes into streams or waterways.
 - 5. CONTRACTOR shall be solely responsible for complying with any federal, state, and local environmental and regulations in disposing of waste.
- G. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

1.4 FINAL CLEANING

- A. General: Provide final cleaning:
 - 1. Complete the following cleaning and waste-removal operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean and remove from the Project rubbish, waste material, debris, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Hose clean sidewalks and loading areas.
 - d. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - e. Leave watercourses, gutters, and ditches open and clean.
 - f. Repair pavement, roads, sod, and all other areas affected by construction operations and restore them to original condition or to minimum condition specified.
 - g. Maintain the cleaning until OWNER occupies the Project or portion thereof.
 - h. Leave Project clean and in a neat and orderly condition satisfactory to ENGINEER.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

++ END OF SECTION ++

SECTION 01782

RECORD DOCUMENTS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. CONTRACTOR shall maintain and provide the ENGINEER with Record Documents as specified below, except where otherwise specified or modified in Division 2, Site Construction.
- B. Maintenance of Documents:
 - 1. Maintain in CONTRACTOR'S storage shed in clean, dry, legible condition complete sets of the following: Specifications, Addenda, approved Shop Drawings, Samples, Change Orders, other modifications of Contract Documents, test records, survey data, Field Orders, and all other documents pertinent to CONTRACTOR'S Work.
 - 2. Make documents available at all times for inspection by ENGINEER and OWNER.
 - 3. Record Documents shall not be used for any other purpose and shall not be removed from CONTRACTOR'S office without ENGINEER'S approval.
- C. Progress Payment Surveys:
 - 1. CONTRACTOR shall furnish to the ENGINEER before and after Progress Payment surveys for the purpose calculating unit quantities for the unit price Items in the Bid Form. The Surveys shall indicate the before and after topography for the Parcel 2 stockpile area, and any areas within Parcel 3 receiving fill. Contours shall be shown at a minimum of 2 ft. Progress Payment surveys shall be submitted to ENGINEER in AutoCAD 2004 format as specified in Section 01722 Field Engineering, and shall be accompanied with all applicable calculations as requested by ENGINEER.
- D. Record Survey:
 - 1. CONTRACTOR shall furnish to the ENGINEER a full size annotated copy of a Record Survey for the Site that includes the location and elevation of existing remaining retaining walls and structures, and final site topography following backfill and restoration activities within the Project Limit Line Area. Contours shall be shown at a minimum of 2 ft, for the entire disturbed work area. Final survey shall be submitted to ENGINEER in AutoCAD 2004 format as specified in Section 01722 Field Engineering.
- E. Compliance Documents:
 - 1. CONTRACTOR shall furnish to the ENGINEER a copy of all environmental compliance documents including asbestos certifications worker OSHA logs, waste manifests, landfill disposal tickets, and all other associated

documentation as requested by ENGINEER. Compliance documentation shall be submitted in full to ENGINEER prior to the issuance of final payment.

F. Submittals: Submit the following:

1. Acceptance of CONTRACTOR'S monthly application for payment shall be dependent on the ENGINEER'S acceptance and agreement that CONTRACTOR'S Record Documents and submittals are complete, thorough and acceptable in showing all Work up through and including such work as CONTRACTOR is claiming for completion and payment on CONTRACTOR'S application for payment. Any items that do not appear on the Record Documents in complete and acceptable form shall not be paid for in CONTRACTOR'S monthly payment.
2. Examination by the ENGINEER of CONTRACTOR'S Record Documents will be made on a weekly basis to determine completion for consideration of monthly pay application. CONTRACTOR shall, however, make available all Record Documents at all times to the ENGINEER for examination.
3. Prior to Completion of the Work, deliver final Record Documents to ENGINEER. Substantial completion will not be made until satisfactory final Record Documents are received by ENGINEER.
4. Accompany final and interim submittals 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 their authorized representative.

PART 2 - PRODUCTS (NOT USED)

PART 3 -EXECUTION (NOT USED)

++ END OF SECTION ++

SECTION 02316

EARTHWORK

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope:

1. CONTRACTOR shall provide all labor, materials, equipment and incidentals as shown, specified and required to perform all excavating, backfilling and disposing of earth materials for the purpose of grading and other facilities required to complete the Work in every respect.
2. All temporary means needed to prevent discharge of sediment to water courses from dewatering systems, rainfall run-off or erosion are included.
3. No classification of excavated materials will be made. Excavation includes all materials regardless of type, character, composition, moisture, or condition thereof.

1.2 REFERENCES

A. Standards referenced in this Section are listed below:

1. American Institute of Steel Construction, (AISC):
 - a. AISC Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings.
2. American Society for Testing and Materials, (ASTM):
 - a. ASTM A 36, Specification for Carbon Structural Steel.
 - b. ASTM A 328, Specification for Steel Sheet Piling.
 - c. ASTM D 422, Test Method for Particle-Size Analysis of Soils.
 - d. ASTM D 427, Test Method for Shrinkage Factors of Soils by the Mercury Method.
 - e. ASTM D 698, Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbsf/ft³).
 - f. ASTM D 1556, Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
 - g. ASTM D 1557, Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft 16/cu ft) (2,700 KN-m/cum).
 - h. ASTM D 2166, Test Method for Unconfined Compressive Strength Of Cohesive Soil.
 - i. ASTM D 2922, Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
 - j. ASTM D 4318, Test Method for Liquid Limit, Plastic Limit and Plasticity Index of Soils.
3. Occupational Safety and Health Administration, (OSHA):
 - a. OSHA Standard, Title 29, Code of Federal Regulations, Part 1926, Section .650 (Subpart P - Excavations).

1.3 JOB CONDITIONS

- A. Subsurface Information: Data on subsurface conditions is included in the Supplementary Conditions. It is not intended as a representation or warranty of continuity of such conditions between soil borings. The OWNER will not be responsible for interpretations or conclusions drawn therefrom by CONTRACTOR. Data is made available for the convenience of CONTRACTOR.
 - 1. Additional test borings and other exploratory operations may be made by CONTRACTOR, at no additional cost to the OWNER.

- B. Existing Structures: Shown on the Drawings are certain surface and underground structures 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 CONTRACTOR. CONTRACTOR shall explore ahead of the required excavation to determine the exact location of all structures. They shall be supported and protected from injury by CONTRACTOR. If they are broken or injured, they shall be restored immediately by CONTRACTOR at no additional cost to OWNER.

- C. Existing Utilities: Locate existing underground utilities in the areas of Work. If utilities are to remain in place, provide adequate means of protection during earthwork operations.
 - 1. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult ENGINEER immediately for directions as to procedure. Cooperate with OWNER and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.
 - 2. Do not interrupt existing utilities serving facilities occupied and used by OWNER or others, except when permitted in writing by ENGINEER and then only after acceptable temporary utility services have been provided.
 - 3. Demolish and completely remove from Site existing underground utilities indicated to be removed. Coordinate with utility companies for shut-off of services if lines are active.

- D. Protection of Persons and Property: 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.
 - 1. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.

- E. Dust Control: Conduct all operations and maintain the area of activity, including watering of operations, sweeping and sprinkling of roadways, to minimize creation and dispersion of dust.

- F. Use of Explosives:
 - 1. The use of explosives will not be permitted.

- G. CONTRACTOR is required to handle and remove deleterious material and dispose of off-site in a waste management facility, including the following materials:
 - 1. Vegetation
 - 2. Frozen Material
 - 3. Debris
 - 4. Railroad Ties
 - 5. Trash
 - 6. Miscellaneous metal material including rebar

- H. Material located within the Parcel 2 Stockpile Area having a nominal diameter of 4-feet or more in any direction, shall be demolished/downsized accordingly to meet the requirements of Part 2 below. Exposed rebar material shall be removed or cut flush with any concrete surface prior to use as backfill material for Parcel 3.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. Backfill and Fill Materials for Landscape Mounds (Bottom 4 Feet of Landscape Mounds Only): Materials acceptable for use as backfill for the Bottom 4-feet of the Landscape Mounds shall be free of clay, rock or gravel larger than 4-feet in any dimension, and free of deleterious materials as described in Part 1 above. It is the intent of these Contract Documents to utilize materials currently stockpiled within the Parcel 2 Stockpile Area as shown on the Drawings for backfilling and grading.

- B. Backfill and Fill Materials for Upper Portion of Landscape Mounds and General Backfill Areas 1, and 2: Materials acceptable for use as backfill above the bottom 4-feet of the landscape mounds and within Landscape Areas 1 and 2 shall be free of deleterious materials as described in Part 1 above, and shall be free of clay rock or gravel larger than 1- foot in any dimension. It is the intent of these Contract Documents to utilize materials currently stockpiled within the Parcel 2 Stockpile Area as shown on the Drawings for backfilling and grading.

PART 3 - EXECUTION

3.1 SITE PREPARATION

- A. CONTRACTOR shall clear any surface vegetation prior to excavation and sorting activities within the Parcel 2 stockpile area, haul on-site, and spread vegetation at the location designated on the Drawings as approved by ENGINEER.

- B. Any vegetation topsoil or other deleterious material currently located within prospective Parcel 3 grading limits shall be cleared from each area prior to proposed

grading/backfilling operations, and shall be temporarily stockpiled within the limits of Parcel 3 as directed by ENGINEER.

3.2 EXCAVATION

- A. Perform all excavation required to complete the Work as shown and specified. Excavation includes earth, sand, clay, gravel, hardpan, boulders not requiring drilling and blasting to remove, decomposed rock, pavements, rubbish and all other materials within the excavation limits, except rock.
- B. Excavations shall be open excavations, sloped, where required, to prevent possible injury to workmen and to new and existing structures or pipelines. Maintain sides and slopes of excavations in a safe condition until completion of backfilling.

3.3 UNAUTHORIZED EXCAVATION

- A. All excavation outside the lines and grades shown, and which is not accepted by ENGINEER, together with the removal and disposal of the associated material shall be at CONTRACTOR'S expense. Unauthorized excavation shall be filled and compacted with select backfill by CONTRACTOR at his expense.

3.4 EROSION CONTROL, DRAINAGE AND DEWATERING

- A. Erosion Control:
 - 1. In general, the construction procedures outlined herein shall be implemented to assure minimum damage to the environment during construction. CONTRACTOR shall take any and all additional measures required to conform to the requirements of applicable codes and regulations, and the requirements specified in Section 01412, Stormwater Pollution Prevention Plan and Permit.
 - 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.
 - 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 the ENGINEER'S approval.
 - 4. Temporary measures shall be applied to control erosion and to minimize the silting of the existing waterways, and natural ponding areas. Such measures shall include, but are not limited to, the use of berms, baled straw silt barriers, gravel or crushed stone, mulch, slope drains and other methods. These temporary measures shall be applied to erodible materials exposed by any activities associated with the construction of this Work.
 - a. Special care shall be taken to eliminate depressions that could serve as mosquito pools.
 - b. 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 silt control.

- c. CONTRACTOR shall provide special care in areas with steep slopes. Disturbance of vegetation shall be kept to a minimum to maintain stability.
5. Remove only those shrubs and grasses that must be removed for construction. Protect the remainder to preserve their erosion-control value.
6. Install erosion and sediment control practices where shown on the Drawings and according to applicable standards, codes and specifications. The practices shall be maintained in effective working condition during construction and until the drainage area has been permanently stabilized.
7. Mulching shall be used for temporary stabilization.
 - a. Suitable Materials for Mulching:
 - 1) Unrotted Straw or Salt Hay: 1-1/2 to 2 tons/acre.
 - 2) Asphalt Emulsion or Cutback Asphalt: 600 to 1200 gal./acre.
 - 3) Wood-fiber or Paper-fiber (hydroseeding): 1500 lbs./acre.
 - 4) Mulch netting (paper, jute, excelsior, cotton or plastic).
 - b. Straw or salt hay mulches should be immediately anchored using peg and twine netting or a mulch anchoring tool or liquid mulch binders.
8. After stabilization, remove all straw bale dikes, debris, etc., from the Site.
9. In the event of any temporary Work stoppage, CONTRACTOR shall take steps any temporary or environmental damage to the area undergoing construction.
10. CONTRACTOR shall prevent blowing and movement of dust from exposed soil surfaces and access roads to reduce on and off-site damage and health hazards. Control may be achieved by irrigation in which the Site shall be sprinkled with water until the surface is moist. The process shall be repeated, as required.

B. Drainage and Dewatering:

1. CONTRACTOR shall provide and maintain adequate drainage and dewatering equipment to remove and dispose of all surface water and ground water entering excavations, or other parts of the Work.

C. Disposal of Water Removed by Dewatering System:

1. CONTRACTOR'S Dewatering System shall discharge in accordance with State and Federal regulations.
2. Dispose of all water removed from the excavation in such a manner as not to endanger public health, property, or any portion of the Work under construction or completed.
3. Dispose of water in such a manner as to cause no inconvenience to OWNER, ENGINEER, or others involved in Work about the Site.
4. Convey water from the construction Site in a closed conduit. Do not use trench excavations as temporary drainage ditches.

3.5 SHEETING, SHORING AND BRACING

A. General:

1. All material and systems to provide Safe and satisfactory sheeting, shoring and bracing shall be the entire responsibility of CONTRACTOR.

2. All steel work for sheeting, shoring, bracing, cofferdams etc., shall be designed in accordance with the provisions of the "Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings", of the AISC, except that field welding will be permitted.
3. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Carry down shoring and bracing as excavation progresses.
4. All municipal, County, State and Federal ordinances, codes, regulations and laws shall be observed.

3.6 GENERAL REQUIREMENTS FOR BACKFILL AND COMPACTION

- A. Furnish, place and compact all backfill, fill and other materials to provide the finished grades as shown and as described herein shall be furnished, placed and compacted by CONTRACTOR.
- B. Backfill excavations as promptly as Work permits.
- C. No backfill or fill material shall be placed when free water is standing on the surface of the area where the fill is to be placed. No compaction of fill will be permitted with free water on any portion of the fill to be compacted. No fill shall be placed or compacted in a frozen condition or on top of frozen material. Any fill containing organic materials or other unacceptable material previously described shall be removed and replaced with approved fill material prior to compaction.
- D. Placement of Backfill and Fill Within Landscape Mounds:
 1. Backfill shall be placed to the grades shown. The bottom 4 feet of the landscape mounds shall be compacted and proof-rolled to the satisfaction of the ENGINEER using a minimum 10 ton vibratory roller to verify the efficiency of compaction efforts and to demonstrate the absence of voids in the completed fill. Contractor shall compact the upper portion of the landscape mounds using smaller compaction equipment as appropriate, to the satisfaction of the ENGINEER. Material placed at the bottom of the landscape mounds having dimensions between 1 and 4 feet in any direction shall be mixed thoroughly with finer graded materials to the satisfaction of the ENGINEER, to prevent voids prior to compaction.
- E. Placement of Backfill and Fill Within General Backfill Areas 1 and 2:
 1. Backfill shall be placed to the grades shown. The upper lift shall be proof rolled using a minimum 10-ton vibratory roller to verify the efficiency of the compaction efforts and to demonstrate the absence of voids in the completed fill. Material placed in General Backfill Areas 1 and 2 having dimensions between 6 and 12 inches in any direction shall be mixed thoroughly with finer graded materials to the satisfaction of the ENGINEER, to prevent voids prior to compaction

3.7 GRADING

- A. General: Uniformly grade areas within limits of grading under this Section, including adjacent transition areas. Smooth graded surfaces within specified tolerances, compact with uniform levels or slopes between points where elevations are shown, or between such points and existing grades.

3.8 DISPOSAL OF EXCAVATED MATERIALS

- A. Waste material removed from the Parcel 2 stockpile that does not conform to the requirements for fill or backfill as defined in Part 1 above shall be stockpiled at the designated location as shown on the Contract Drawings.

3.9 FIELD QUALITY CONTROL

- A. Quality Control Testing During Construction: Testing service shall inspect and approve subgrades and fill layers before further construction work is performed thereon.
- B. If, based on reports of testing service and inspection, subgrade or fills which have been placed are below specified density, provide additional compaction and testing at no additional cost to the OWNER.

++ END OF SECTION ++

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