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# **PROJECT MANUAL**

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## **TIVOLI PARK PRESERVE IMPROVEMENT PROJECT**

**1/7/2025**

**Addendum 1-2/7/25**

**Addendum 2-2/13/25**

**CHA PROJECT #: 098001.000**

**Prepared for:**

**CITY OF ALBANY  
ALBANY COUNTY, NEW YORK**

**Prepared by:**

**CHA  
III Winners Circle  
Albany, New York 12205  
(518) 453-4500**





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**CITY OF ALBANY**  
**TIVOLI PARK PRESERVE IMPROVEMENT PROJECT**  
**CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS**

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## ADVERTISEMENT FOR BIDS

### CITY OF ALBANY TIVOLI PARK PRESERVE IMPROVEMENT PROJECT

Sealed bids will be received by the City of Albany Board of Contract and Supply located at 24 Eagle Street, Room 202, Albany, NY 12207 until **1 p.m. (local time), February 21, 2025**, at which time they will be publicly opened and read.

The work site is located at Tivoli Park Preserve.

The work includes providing all labor, materials, machinery, tools, equipment, and other means of construction necessary and incidental to the completion the work shown on the Drawings and described in these Specifications including, but not necessarily limited to, the following: **Construction of accessible pedestrian trails, floating dock, trail heads including vehicle barriers, signage, play equipment and pedestrian furnishings.**

Drawings and Specifications may be examined at The Board of Contract and Supply.

Complete sets of the Drawings, Specifications, and Bid Forms may be obtained from the board of Contract and Supply in accordance with the Instructions to Bidders. Contract Documents will be provided electronically in PDF format and may be obtained at no cost. Contractors that obtain Contract Documents from a source other than the Issuing Office must notify the Issuing Office in order to be placed on the official Plan Holders List, receive Addenda, and other Bid correspondence. Bids received from Contractors other than those on the official Plan Holders list will not be accepted.

All bids must be made on the official Bid Form or an exact copy by reproduction thereof and enclosed in a sealed envelope. This is a unit price bid as described in the Instructions to Bidders. No Bidder may withdraw his bid within forty-five calendar days after the actual date of the opening thereof. Each bid must be accompanied by a bid security in the amount of five percent of the base bid in accordance with the Instructions to Bidders.

The successful Bidder will be required to furnish construction performance and payment bonds in the full amount of the contract price.

The successful bidder will be required to comply with all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41CFR Part 60-1, 33 F.2 7804).

Owner reserves the right to reject any and all Bids, to waive any and all informalities and the right to disregard all nonconforming, non-responsive or Conditional Bids.

#### OWNER'S CONTACT

Ms. Poulomi Sen, Sr. Planning Project Manager  
psen@albanyny.gov

#### OWNER

City of Albany

#### **ENGINEER:**

**CHA**

**III Winners Circle**

**Albany, NY 12205**

**Phone: (518) 453-4500**



## INSTRUCTIONS TO BIDDERS

### PROJECT IDENTIFICATION:

- a) Project Title: Tivoli Park Preserve Improvement Project
- b) Owner: City of Albany
- c) Engineer: **CHA  
III Winners Circle  
Albany, New York 12205  
Phone: (518) 453-4500**

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## 1. Defined Terms.

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Project Manual have the meanings assigned to them in the General Conditions.

Certain additional terms used in these Instruction to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

1.1 Bidder – one who submits a Bid directly to Owner as distinct from sub-bidder, who submits a bid to a Bidder.

1.2 Issuing Office – the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

1.3 Successful Bidder – the lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes and award.

## 2. Copies of Bidding Documents

2.1 Complete sets of the Bidding Documents will be provided electronically in PDF format and may be obtained from the Issuing Office. If the Bidding Documents are obtained from a source other than the Issuing Office, the Contractor must notify the Issuing Office in order be placed on the official Plan Holders List, receive Addenda and other Bid correspondence. Bids received from Contractors other than those on the official Plan Holders list will not be accepted.

2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 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 for any other use.

## 3. Qualification of Bidders

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after Bid opening upon Owner's request detailed written evidence such as financial data, previous experience, present commitments and other such data

as may be called for below (or in the Supplementary Instructions). Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

## 4. Examination of Contract Documents and Site.

4.1 It is the responsibility of each bidder before submitting a Bid:

4.1.1 To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including "technical data" referred to below);

4.1.2 To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance, or furnishing of the Work;

4.1.3 To consider federal, state, and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;

4.1.4 To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and

4.1.5 To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.

4.2 Reference is made to the Supplementary Conditions for identification of:

4.2.1 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 Contract Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such reports but not upon other data, interpretations, opinions, or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for the purposes of bidding or construction.

4.2.2 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 Contract Documents.

Bidder may rely upon the general accuracy of the “technical data” contained in such drawings but not upon other data, interpretations, opinions, or information shown or indicated in such drawings or otherwise relating to such structures, nor upon the completeness thereof for the purposes of bidding or construction.

Copies of such reports and drawings 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 4.2 of the General Conditions has been identified and established in Paragraph SC-4.2 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion drawn from any “technical data” or any such data, interpretations, opinions, or information.

4.3 Information and data shown or indicated in the Contract 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 or others, and the Owner and Engineer do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Contract Documents due to differing or unanticipated conditions appear in Paragraphs 4.2 and 4.3 of the General Conditions.

4.5 Before submitting a Bid each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

4.6 On request, OWNER will provide each 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 must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies.

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

4.8 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception of the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures for construction (if any) that may be shown or indicated or expressly required by the Contract Documents, the Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents, and the Contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

4.9 The provisions of 1-4.1 through 4.8, inclusive, do not apply to Asbestos, Polychlorinated biphenyls (PCBs), Petroleum, Hazardous Waste, or Radioactive Material covered by Paragraph 4.5 of the General Conditions.

## **5. Availability of Lands for Work, etc.**

The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional land and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by

OWNER unless otherwise provided in the Contract Documents.

## **6. Interpretations and Addenda.**

6.1 All questions about the meaning or intent of the Bidding Documents are to be directed to Engineer. 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. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or ENGINEER.

## **7. Bid Security.**

7.1 Each bid must be accompanied by Bid security made payable to OWNER in an amount of five percent of Bidder's maximum Bid Price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions.

7.2 The Bid security of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of the seventh day after the Effective Date of the Agreement or the thirty-sixth day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

## **8. Contract Times.**

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the term "Contract Times" is defined in paragraph 1.12 of the General Conditions) are set forth in the Agreement (or incorporated therein by reference to the attached Bid Form).

## **9. Liquidated Damages.**

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

## **10. Substitute and "Or-Equal" Items.**

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in Paragraphs 6.7.1, 6.7.2 and 6.7.3 of the General Conditions and may be supplemented in the General Requirements.

## **11. Subcontractors, Suppliers, and Others**

11.1 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to OWNER in advance of a specified date prior to the Effective Date of the Agreement, 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, and other persons and organizations proposed for those portions of the Word for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person, or organization if requested by OWNER. An OWNER or ENGINEER



who, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, other persons, and organization, may before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute in which case apparent Successful Bidder shall submit an acceptable substitute without an increase in Bid Price.

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 persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any subcontractor, Supplier, other person, or organization listed and to whom OWNER or ENGINEER does not make 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 6.8.2 of the General Conditions.

11.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, apparent Successful Bidder, prior to the Notice of Award, shall identify in Writing to OWNER those portions of the Work that Such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER's written consent.

11.3 No CONTRACTOR shall be required to employ any Subcontractor, Supplier, other person, or organization against whom CONTRACTOR has reasonable objection.

## **12. Bid Form.**

12.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from Engineer (or the Issuing Office).

12.2 All blanks on the Bid Form must be completed by printing in black ink or by typewriter.

12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

12.5 All names must be typed or printed in black ink below the signature.

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

12.7 The address and telephone number for communications regarding the Bid must be shown.

12.8 Evidence of authority to conduct business as an out-of-state business entity in the state where the Work is to be performed shall be provided in accordance with Paragraph 3 above. State contractor license number, if any, must also be shown.

## **13. Submission of Bids.**

Bids shall be submitted at the time and place indicated in the Advertisement or Notice to Bidders and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

## **14. Modification and Withdrawal of Bids.**

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

14.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that bidder may withdraw its Bid and bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

## **15. Opening of Bids.**

Bids will be opened and (unless obviously non-responsive) read aloud publicly at the place where Bids are to be submitted. An abstract of the amounts of the base Bids and major alternates (if any) may be made available to Bidders after the opening of Bids.

## **16. Bids to Remain Subject to Acceptance.**

All Bids will remain subject to acceptance for forty-five (45) days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

## **17. Award of Contract.**

17.1 OWNER reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids and to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsible or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

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

17.3 OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. OWNER also may consider the operating costs, maintenance requirements, performance data and guarantees of major item of materials and

equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

17.4 Owner may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER's satisfaction within the prescribed time.

17.5 If the contract is to be awarded, it will be awarded to lowest Bidder whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the Project.

17.6 If the contract is to be awarded, OWNER will give Successful Bidder a Notice of Award within forty-five (45) days after the day of the Bid opening.

## **18. Contract Security.**

Paragraph 5.1 of the General Conditions and the Supplementary Conditions sets forth OWNER's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by the required performance and payment Bonds.

## **19. Signing of Agreement.**

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 all other written Contract Documents attached. Within fifteen days thereafter CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within ten days thereafter OWNER shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

## **20. Prebid Conference.**

A prebid conference will be held virtually at 10 a.m. on the 13th day of February 2025. The link will be made available on BIDNET. Representatives of OWNER and ENGINEER will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. ENGINEER will transmit to all

prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

## **21. Sales and Use Taxes.**

OWNER is exempt from \_New York\_\_\_\_\_ State Sales and Use Taxes on materials and equipment to be incorporated in the Work (Exemption No. \_\_\_\_\_). Said taxes should not be included in the Contract Price. Refer to Supplementary Conditions SC-6.15 for additional information.

## **22. Retainage**

Provisions concerning retainage and CONTRACTOR's rights or deposit securities in lieu of retainage are set forth in the Agreement.

## **23. Contracts to be Assigned.**

Owner has executed contracts with:

\_\_\_\_\_  
For \_\_\_\_\_  
And \_\_\_\_\_  
For \_\_\_\_\_

The materials and equipment provided for in these contracts are to be furnished and delivered to the Project site for installation by CONTRACTOR. The contracts will be assigned by OWNER to CONTRACTOR. Identification of the materials and equipment and the procedures to be followed appear in Paragraph SC-6.3.4 of the Supplementary Conditions.

Bidders may examine the contract documents for these contracts at the Issuing Office.



## BID FORM

PROJECT IDENTIFICATION: \_\_\_\_\_

CONTRACT IDENTIFICATION  
AND NUMBER: \_\_\_\_\_

THIS BID IS SUBMITTED TO: \_\_\_\_\_  
(Name and Address of Owner)

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicted in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that:
  - a. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  - b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing 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, performance, and furnishing of the Work.
  - d. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. BIDDER accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in paragraph 4.2 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicted in the Bidding Documents with respect to underground facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that

any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

- e. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
  - f. BIDDER has correlated the information known to BIDDER, information and observation 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.
  - g. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
  - h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
  - i. (Any other representation required by Laws and Regulations.)
  - j. Bidders understand that there is an overall goal of 30% MWBE participation and 6% for SDVOB. A waiver can be provided if adequate justification is provided.
4. BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):
- a.: LUMP SUM PRICE:
- LUMP SUM BID PRICE:
- |   |                                     |
|---|-------------------------------------|
| BASE BID (Trails A,B,C and E): _____                              | (use words) \$(_____) (use figures) |
| Alternative 1 (Floating Dock) add: _____                          | (use words) \$(_____) (use figures) |
| Alternative 2 (North Manning Trailhead) add_____                  | (use words)\$(_____) (use figures)  |
| Alternative 3 (North Manning Trailhead Playground)add             | (use words) \$ ( ) (use figures)    |
| Alternative 4 (North Manning Trailhead and Pollinator Garden) add | (use words) \$ ( ) (use figures)    |
| Alternative 5 ( Quail Street Trail Head) add                      | (use words) \$( ) (use figures)     |
| Alternative 6 (Wilkins Ave Trail Head) add                        | (use words)\$( ) (use figures)      |
| Alternative 7 ( Signage Total)add                                 | (use words)\$( ) (use figures)      |
| Alternative 7 (Signage-Gateway Sign) add                          | (use words)\$( ) (use figures)      |
| Alternative 7 (Signage-Logo Sign)add                              | (use words)\$( ) (use figures)      |

BID FORM

PAGE 2 OF 4  
CHA PROJECT NO. 098001  
SECTION 00 41 00

Alternative 7 ( Signage cont)

Alternative 7 (Signage-Trail Head Sign) add (use words)\$ (use figures)

Alternative 7 (Signage-Trail Marker )add (use words)\$ (use figures)

All specific cash allowances are included in price(s) set forth above and have been computed in accordance with paragraph 11.8 of the General Conditions.

Adjustment prices are subject to acceptance by OWNER, and rejection of one or more adjustment prices will not invalidate acceptance of this Bid.

5. BIDDER agrees that the Work

will be substantially completed and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

will be substantially complete on or before September 15, 2025 and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before October 15, 2025.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

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

- a. Resolution of Board of Directors
- b. Non-Collusion Form
- c. Required Bid Security in the form of
- d. Required BIDDER's Qualification Statement with supporting data.
- e. (Add other documents as pertinent.)

7. Communications concerning this Bid shall be addressed to:

The address of BIDDER indicated below.

The following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on \_\_\_\_\_ 20 \_\_\_\_\_.

State Contractor License No.

If BIDDER is:

An Individual

By \_\_\_\_\_ (SEAL)  
(Individual's Name)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

A Partnership

By \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_ (general partner)

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

A Corporation

By \_\_\_\_\_ (SEAL)  
(Corporation Name)

\_\_\_\_\_ (state of incorporation)

By \_\_\_\_\_ (SEAL)  
(name of person authorized to sign)

\_\_\_\_\_ (Title)

(Corporate Seal)

Attest \_\_\_\_\_

\_\_\_\_\_ (Secretary)

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Date of Qualification to do business is \_\_\_\_\_

A Joint Venture

By \_\_\_\_\_ (SEAL)  
(Name)

\_\_\_\_\_ (Address)

By \_\_\_\_\_ (SEAL)  
(Name)

\_\_\_\_\_ (Address)

Phone Number and Address for receipt of official communications

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



## BID BOND

**BIDDER** (Name and Address):

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

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**OWNER** (Name and Address):

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**BID**

BID DUE DATE: \_\_\_\_\_

PROJECT (*Brief Description Including Location*):

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**BOND**

BOND NUMBER: \_\_\_\_\_

DATE: (*Not later than Bid Due Date*): \_\_\_\_\_

PENAL SUM: \_\_\_\_\_ (Words) \_\_\_\_\_ (Figures)

IN WITNESS WHEREOF, 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

\_\_\_\_\_  
(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*

Note: (1) Above addresses are to be used for giving required notice.

(2) Any singular reference to Bidder, Surety, OWNER, or other party shall be considered plural where applicable.

1. 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.
2. 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. 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 hereof).
4. Payment under this Bond will be due and payable upon default of 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. 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 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. No suit or action shall commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
7. 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. Notice 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 deliver, 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. Surety shall cause to be attached to this Bond a current and effective Power of 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. 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 any Bond conflicts with any applicable provision of 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. The term "bid" as used herein includes a bid, offer, or proposal as applicable.

**BIDDERS QUALIFICATION  
QUESTIONNAIRE**

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The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink).

1. How many years has your firm been in business as a Contractor?

\_\_\_\_\_ years

2. List projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed (use additional sheet if necessary).

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3. List projects presently under construction by your firm the dollar volume of the contract and the percentage completion of the contract.

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4. Have you ever failed to complete work awarded to you; if so, state where and why.

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5. Do you plan to sublet any part of this work? If so, give details.

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6. What equipment do you own that is available for this work?

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7. What equipment do you plan to rent or purchase for this work?

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8. Have you ever performed work under the direction of a Professional Engineer or Registered Architect? If so, list up to three (3) such firms giving the name of the firm, its address, telephone number and the name of the project. (List most recent projects).

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

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10. Provide a financial statement for your company. This should include a balance and income statement for your most recent fiscal year. A certified audit is preferred but not required. Use an insert sheet, if needed. Only three (3) lowest bidders shall submit this information (if requested by Owner) to the Owner within forty-eight (48) hours of the opening of the Bids.

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11. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

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Correct Name of Bidder

a. The business is a \_\_\_\_\_

b. The address of principal place of business is:

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c. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

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\_\_\_\_\_  
Bidder



## NON-COLLUSION AFFIDAVIT

### GENERAL MUNICIPAL LAW CHAPTER 675

Amending 103-d - General Municipal Law

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“(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.”

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FIRM

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BY

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DATE

CONTRACT NO(S)\_\_\_\_\_

CONTRACT NAME(S)\_\_\_\_\_





## AFFIDAVIT - WORKER'S COMPENSATION

State of \_\_\_\_\_

SS:

County of \_\_\_\_\_

\_\_\_\_\_

of \_\_\_\_\_

being duly sworn, deposes and says that he now carries or that he has applied for a Worker's Compensation Policy to cover the operations, as set forth in the preceding contract, and to comply with the provisions thereof.

Signed: \_\_\_\_\_

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Notary Public



(NAME OF CORPORATION)

of \_\_\_\_\_ authorized to sign  
(NAME OF CORPORATION) and submit the Bid of this corporation for

and to include in such bid the certificate as to non-collusion, and for any inaccuracies or misstatements in such certificate this corporate Bidder shall be liable under the penalties of perjury.

(NAME OF CORPORATION)

By \_\_\_\_\_

**(SEAL)**

**The above form must be completed if the Bidder is a Corporation.**



**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_  
by and between \_\_\_\_\_ (hereinafter called OWNER)  
and \_\_\_\_\_ (hereinafter called CONTRACTOR).

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

**ARTICLE 1 – WORK.**

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

Tivoli Park Preserve Improvement Project

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

Construction of accessible pedestrian trails, floating dock, trail heads including vehicle barriers, signage, play equipment and pedestrian furnishings

**ARTICLE 2 – ENGINEER.**

The Project has been designed by **CHA Consulting, Inc.**, 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 3 – CONTRACT TIMES.**

- 3.1 The Work will be substantially completed on or before June 15, 2025, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before July 15, 2025.
- 3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring of such proof. OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Seven hundred fifty dollars (\$750.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER one thousand dollars (\$1,000.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

#### ARTICLE 4 – CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1 and 4.2 below:

4.1 For all Work other than Unit Price Work, a Lump Sum of:

<u>Dollars</u> <i>(words)</i>	<u>(\$)</u> <i>(figures)</i>
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All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.8 of the General Conditions;

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9.2 of the General Conditions.

#### ARTICLE 5 – PAYMENT PROCEDURES.

CONTRACTOR shall submit Application for Payment in accordance with Article 14 of the General Conditions, Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 *Progress Payments; Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 30 day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the schedule of values established in paragraph 2.9 of the General Conditions (an 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.

5.1.1 Prior to Substantial completion payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

95 % of Work completed (with the balance being retainage).

5 % (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95 % of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.2 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

#### ARTICLE 6 – INTEREST.

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

## **ARTICLE 7 – CONTRACTOR’S REPRESENTATIONS.**

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

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including “technical data.”
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to 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 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the “technical data” contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR’s purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions, and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.5 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.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observation 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.
- 7.7 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, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 8 – CONTRACT DOCUMENTS.**

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement (pages 1 to \_\_\_\_\_, inclusive).
- 8.2 Exhibits to this Agreement (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).

- 8.3 Performance, Payment, and other Bonds, identified as exhibits \_\_\_\_\_ and consisting of \_\_\_\_\_ pages.
- 8.4 Notice to Proceed.
- 8.5 General Conditions (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
- 8.6 Supplementary Conditions (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
- 8.7 Specifications bearing the title City of Albany Tivoli Park preserve Improvement Project and consisting of \_\_\_\_\_ divisions and \_\_\_\_\_ pages, as listed in table of contents thereof.
- 8.8 Drawings consisting of a cover sheet and sheets numbered G.000 through C1.602, inclusive with each sheet bearing the following general title:
- 8.9 Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive.
- 8.10 CONTRACTOR's Bid (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive) marked exhibit \_\_\_\_\_.
- 8.11 Documentation submitted by CONTRACTOR prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
- 8.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

The documents listed in paragraph 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are not Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

## **ARTICLE 9 – MISCELLANEOUS.**

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents 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.
- 9.3 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.
- 9.4 Any provisions 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.
- 9.5 OTHER PROVISIONS



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

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

OWNER \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

License No. \_\_\_\_\_

Agent for services of process: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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



# CONSTRUCTION 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 Principal Place of Business):

OWNER (Name and Address)

## CONSTRUCTION CONTRACT

Date: \_\_\_\_\_ Amount: \_\_\_\_\_

Description (Name and Location):

## BOND

Date (not earlier than Construction Contract Date): \_\_\_\_\_ Amount: \_\_\_\_\_

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company

(Corp Seal)

SURETY

Company

(Corp Seal)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

Name and Title:

---

CONTRACTOR AS PRINCIPAL

Company

(Corp Seal)

SURETY

Company

(Corp Seal)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

Name and Title:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner and the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any subsequently to declare a Contractor Default; and
  - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1 Arrange for the Contractor, with Consent of the Owner, to perform and complete the Construction Contract; or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for Contract or performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the Contractor selected with the Owners's concurrence, to be secured with performance and payment bonds executed by qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's 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 the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
    2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
  - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract:
  - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction 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 the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, include changes of time to the Construction 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 the Contractor ceased working or within two years after the 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 the law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the 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 or other legal requirements in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements 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 the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amount received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduce by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
  - 12.4 Owner Default: Failure of the Owner, which as neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with other terms thereof.

# CONSTRUCTION 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 Principal Place of Business):

OWNER (Name and Address)

## CONSTRUCTION CONTRACT

Date: \_\_\_\_\_ Amount: \_\_\_\_\_

Description (Name and Location):

## BOND

Date (not earlier than Construction Contract Date): \_\_\_\_\_ Amount: \_\_\_\_\_

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company

(Corp Seal)

SURETY

Company

(Corp Seal)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

Name and Title:

---

CONTRACTOR AS PRINCIPAL

Company

(Corp Seal)

SURETY

Company

(Corp Seal)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

Name and Title:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies and hold harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials, or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands liens or suits to the Contractor and the Surety, and provided there is not Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with the Contractor:
    1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has 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 the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given to the Contractor to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
  - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amount owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract area dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any claimant under this Bond, and shall have under this Bond no obligations to make payments to give notices on behalf of, or otherwise have obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction 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 Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner, or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this bond has been furnished to comply with a statutory or other legal requirements in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements 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 by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. Definitions.
  - 15.1 Claimant: An individual or entity have a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
  - 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 15.3 Owner Default: Failure of the Owner, which as neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with other terms thereof.

(FOR INFORMATION ONLY - Name, Address and Telephone)  
 AGENT or BROKER: OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

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

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly By



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

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AMERICAN CONSULTING ENGINEERS COUNCIL

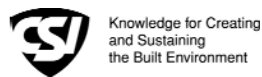
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This document has been approved and endorsed by



The Associated General Contractors of America



Construction Specifications Institute

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

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## GENERAL CONDITIONS

### ARTICLE 1 - DEFINITIONS

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

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

1.2 **Agreement** – The written contract between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.3 **Application for Payment** – The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

1.4 **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.

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

1.6 **Bidding Documents** – The advertisement or invitation to Bid, instructions to bidders, the Bid form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

1.7 **Bidding Requirements** – The advertisement or invitation to Bid, instructions to bidders, and the Bid form.

1.8 **Bonds** – Performance and Payment bonds and other instruments of security.

1.9 **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.

1.10 **Contract Documents** – The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders and ENGINEER's written interpretations and clarifications issued pursuant to paragraphs 3.5, 3.6.1, and 3.6.3 on or after the Effective Date of the Agreement. Shop Drawing submittals approved pursuant to paragraphs 6.26 and 6.27 and the reports and drawings referred to in paragraphs 4.2.1.1 and 4.2.2.2 are not Contract Documents.

1.11 **Contract Price** – The money 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 11.9.1 in the case of Unit Price Work).

1.12 **Contract Times** – The numbers of days or the dates stated in the Agreement: (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment in accordance with paragraph 14.13.

1.13 **CONTRACTOR** – The person, firm or corporation with whom OWNER has entered into the Agreement.

1.14 **Defective** – An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).

1.15 **Drawings** – The drawings which show the scope, extent, and character of the Work to be furnished and performed by CONTRACTOR and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.

1.16 **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.

1.17 **ENGINEER** – The person, firm, or corporation named as such in the Agreement.

1.18 **ENGINEER's Consultant** – A person, firm, or corporation having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

1.19 **Field Order** – A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or the Contract Times.

1.20 **General Requirements** – Sections of Division 1 of the Specifications.

1.21 **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.

1.22 **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.

1.23 **Liens** – Liens, charges, security interests, or encumbrances upon real property or personal property.

1.24 **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.

1.25 **Notice of Award** – The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

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

1.27 **OWNER** – The public body or authority, corporation, association, firm, or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

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

1.29 **PCBs** – Polychlorinated biphenyls.

1.30 **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 Wastes and crude oils.

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

1.32 **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.

1.33 **Resident Project Representative** – The authorized representative of ENGINEER who may be assigned to the site or any part thereof.

1.34 **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.

1.35 **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.

1.36 **Specifications** – Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

1.37 **Subcontractor** – An individual, firm, or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for performance of a part of the Work at the site.

1.38 **Substantial Completion** – The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER’s definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by ENGINEER’s written recommendation of final payment in accordance with paragraph 14.13. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

1.39 **Supplementary Conditions** – The part of the Contract Documents which amends or supplements these General Conditions.

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

1.41 **Underground Facilities** – All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone, or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

1.42 **Unit Price Work** – Work to be paid for on the basis of unit prices.

1.43 **Work** – The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishings and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

1.44 **Work Change Directive** - A written directive 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 physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph

6.23. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed 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 as provided in paragraph 10.2.

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

## **ARTICLE 2 - PRELIMINARY MATTERS**

### **Delivery of Bonds:**

2.1 When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with Article 5

### **Copies of Documents:**

2.2 OWNER shall furnish to CONTRACTOR up to ten copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction

### **Commencement of Contract Times; Notice to Proceed:**

2.3 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 thirty days after the Effective Date of the Agreement. In no event will the Contract Time 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.

### **Starting the Work:**

2.4 CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the site prior to the date on which the Contract Times commence to run.

### **Before Starting Construction:**

2.5 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, unless CONTRACTOR knew or reasonably should have known thereof.

2.6 Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements). CONTRACTOR shall submit to ENGINEER for review:

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

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

2.6.3 a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include and appropriate amount of overhead and profit applicable to each item of Work.

2.7 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.

### **Preconstruction Conference:**

2.8 Within twenty days after the Contract Times start to run, but before any Work at the site is started, a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to establish a working understanding among the parties as to the

Work and to discuss the schedules referred to in paragraph 2.6, procedures for handling Shop Drawings, and other submittals, processing Applications for Payment and maintaining required records.

### **Initially Acceptable Schedules:**

2.9 Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.6. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until the schedules are submitted to and acceptable to ENGINEER as provided below. The progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Times, but such acceptance will neither impose on ENGINEER responsibility for the sequencing, scheduling, or progress of Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefore, CONTRACTOR's schedule of Shop Drawing and Sample submissions will be acceptable to ENGINEER as providing a workable arrangement for reviewing and processing the required submittals. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance.

## **ARTICLE 3 - Contract Documents: INTENT, AMENDING, REUSE**

### **Intent:**

3.1 The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary: what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2 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 Work, 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 furnished and performed whether or not

specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials, or equipment, such words or phrases shall be interpreted in accordance with the meaning. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 9.4.

### **3.3 Reference to Standards and Specifications of Technical Societies: Reporting and Resolving Discrepancies:**

3.3.1 Reference to standards, specifications, manuals or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest 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.

3.3.2 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 such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual, or code or of any instruction of any Supplier referred to in paragraph 6.5. CONTRACTOR shall report it to ENGINEER in writing at once, and, CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as authorized by paragraph 6.23) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.5 or 3.6; provide, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

3.3.3 Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5 or 3.6, 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:

3.3.3.1 the provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

3.3.3.2 the provisions of any such 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).

No provision of any such standard, specification, manual, code, or instruction shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 9.13 or any other provision of the Contract Documents.

3.4 Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review, or judgment will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.13 or any other provision of the Contract Documents.

### **Amending and Supplementing Contract Documents:**

3.5 The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.5.1 a formal Written Amendment.

3.5.2 a Change Order (pursuant to paragraph 10.4) or

3.5.3 a Work Change Directive (pursuant to paragraph 10.1).

#### **Supplementing Contract Documents:**

3.6 In addition, the requirements of the Contract Documents may be supplemented, and minor variations, and deviations of the Work may be authorized, in one or more of the following ways:

3.6.1 a Field Order (pursuant to paragraph 9.5).

3.6.2 ENGINEER's approval of a Shop Drawing or Sample (pursuant to paragraphs 6.26 and 6.27), or

3.6.3 ENGINEER's written interpretation or clarification (pursuant to paragraph 9.4).

#### **Reuse of Documents:**

3.7 CONTRACTOR and any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER.

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

#### **Availability of Lands:**

4.1 OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's lien against such lands in accordance with applicable Laws and Regulations. OWNER shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which CONTRACTOR will

have to comply in performing the Work. Easements for permanent structures or permanent in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR and OWNER are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in OWNER's furnishing these lands, rights-of-way or easements. CONTRACTOR may make a claim therefore as provided in Articles 11 and 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

#### **4.2 Subsurface and Physical Conditions:**

4.2.1 **Reports and Drawings:** Reference is made to the Supplementary Conditions for identification of:

4.2.1.1 **Subsurface Conditions:** Those reports of explorations and tests of Subsurface conditions at or contiguous to the site that have been utilized by ENGINEER in preparing the Contract Documents; and

4.2.1.2 **Physical Conditions:** Those drawings of physical conditions in or relating to existing surface or Subsurface structures at or contiguous to the site (except Underground Facilities) that have been utilized by ENGINEER in preparing the Contract Documents.

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

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

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

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



**4.2.3 Notice of Differing Subsurface or Physical Conditions:** If CONTRACTOR believes that any Subsurface or physical condition at or contiguous to the site that is uncovered or revealed either:

4.2.3.1 is of such a nature as to establish that any “technical data” on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is materially inaccurate, or

4.2.3.2 is of such a nature as to require a change in the Contract Documents, or

4.2.3.3 differs materially from that shown or indicated in the Contract Documents, or

4.2.3.4 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 conditions affected thereby or performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.23), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such conditions or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

**4.2.4 ENGINEER’s Review:** ENGINEER will promptly review the pertinent conditions, 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.

**4.2.5 Possible Contract Documents Change:** If ENGINEER concludes that a change in the Contract Documents is required as a result of a condition that meets one or more of the categories in paragraph 4.2.3., a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of such change.

**4.2.6 Possible Price and Times Adjustments:** An equitable adjustment in the Contract Price or in the Contract Times, or both, will be allowed to the extent that the existence of such uncovered or revealed condition causes an increase or decrease in CONTRACTOR’s cost of, or time required for performance of the Work; subject, however, to the following:

4.2.6.1 such condition must meet any one or more of the categories described in paragraphs 4.2.3.1 through 4.2.3.4. inclusive;

4.2.6.2 a change in the Contract Documents pursuant to paragraph 4.2.5 will not be an automatic authorization of nor a condition precedent to entitlement to any such adjustment;

4.2.6.3 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 9.10 and 11.9; and

4.2.6.4 CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Times if;

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

4.2.6.4.2 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

4.2.6.4.3 CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.2.3.

If OWNER and CONTRACTOR are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Times, a claim may be made therefore as provided in Articles 11 and 12. However, OWNER, ENGINEER, and ENGINEER’s Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages sustained by CONTRACTOR on or in connection with any other project or anticipated project.

#### **4.3 Physical Conditions – Underground Facilities:**

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

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

4.3.1.2 The cost of all of the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for: (i) reviewing and checking all such information and data, (ii) locating all Underground Facilities shown or indicated in the Contract Documents, (iii) coordination of the Work with the owners of such Underground Facilities during construction, and (iv) the safety and protection of all such Underground Facilities as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work.

**4.3.2 Not Shown or Indicated:** If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents. CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.23), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the Underground Facility. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document such consequences. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be allowed and increase in the Contract Price or an extension of the Contract Times, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated 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 the amount or length of any such adjustment in Contract Price or Contract Times. CONTRACTOR may make a claim, therefore, as provided in Articles 11 and 12. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages incurred or sustained by CONTRACTOR on or in connection with any other project or anticipated project.

#### **Reference Points:**

4.4 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 shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

#### **4.5 Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material:**

4.5.1 OWNER shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material 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 and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. OWNER shall not be responsible for any such materials brought to the site by CONTRACTOR, Subcontractor, Suppliers, or anyone else for whom CONTRACTOR is responsible.

4.5.2 CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by paragraph 6.23), and (ii) notify OWNER and ENGINEER (and 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 hazardous condition to take corrective action, if any. CONTRACTOR shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special 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 the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by CONTRACTOR to be resumed, either party may make a claim therefore as provided in Articles 11 and 12.

4.5.3 If after receipt of such special 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 such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefore as provided in Articles 11 and 12. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

4.5.4 To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages arising out of or resulting from such hazardous condition, provided that: (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this subparagraph 4.5.4. shall obligate OWNER to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.

4.5.5 The provisions of paragraphs 4.2 and 4.3 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site.

## **ARTICLE 5 - BONDS AND INSURANCE**

### **Performance, Payment, and Other Bonds:**

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

provided otherwise by Laws or Regulations, an 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 Audit Staff. Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

5.2 If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.1. CONTRACTOR shall within ten days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.

### **5.3 Licensed Sureties and Insurers; Certificates of Insurance:**

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

5.3.2 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 in accordance with paragraph 5.4. 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 in accordance with paragraphs 5.6 and 5.7 hereof.

### **CONTRACTOR's Liability Insurance:**

5.4 CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance and furnishing of the Work and CONTRACTOR's other obligations under the Contract

Documents, whether it is to be performed or furnished by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

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

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

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

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

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

5.4.6 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.

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

5.4.7 with respect to insurance required by paragraphs 5.4.3 through 5.4.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers and employees of all such additional insureds;

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

5.4.9 include completed operations insurance;

5.4.10 include contractual liability insurance covering CONTRACTOR's indemnity obligations under

paragraphs 6.12, 6.16, and 6.31 through 6.33;

5.4.11 contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.3.2 will so provide);

5.4.12 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 13.12; and

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

#### **OWNER's Liability Insurance:**

5.5 In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.4. 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.

#### **Property Insurance:**

5.6 Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

5.6.1 include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

5.6.2 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 Work in transit and shall insure against at least the following perils fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils as may be specifically required by the Supplementary Conditions;

5.6.3 include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

5.6.4 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; and

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

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

5.8 All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.11.

5.9 OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR, Subcontractors or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within

such identified deductible amount, will be borne by CONTRACTOR, Subcontractor, or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

5.10 If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraphs 5.6 or 5.7, OWNER shall, if possible, include such insurance, and the cost thereof will be changed to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

#### 5.11 **Waiver of Rights:**

5.11.1 OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraphs 5.6 and 5.7 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other persons or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds in such policies and will provide primary coverage for all losses and damages caused by the perils covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, employees, and agents for all losses and damages caused by, arising out of, or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants and all other persons or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

5.11.2 In addition, OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, employees, and agents of any of them, for;

5.11.2.1 loss due to business interruption, loss of use or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of or resulting from fire or

other peril, whether or not insureds by OWNER; and 5.11.2.2 loss or damage to the completed Project or part thereof caused by, arising out of or resulting from fire or other insureds peril coverage by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.10, after substantial completion pursuant to paragraph 14.8 or after final payment pursuant to paragraph 14.13.

Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in this paragraph 5.11.2 shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss the insurers will have not rights of recovery against any of CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, employees, and agents of any of them.

#### **Receipt and Application of Insurance Proceeds**

5.12 Any insureds loss under the policies of insurance required by paragraphs 5.6 and 5.7 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.13. OWNER shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

5.13 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 fifteen 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.

#### **Acceptance of Bonds and Insurance; Option to Replace:**

5.14 If either party (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 ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.7. 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.

#### **Partial Utilization – Property Insurance:**

5.15 If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

### **ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES**

#### **Supervision and Superintendence:**

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

see that the completed Work complies accurately with the Contract Documents.

6.2 CONTRACTOR shall keep on the Work at all times during its progress 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 to the superintendent shall be as binding as if given to CONTRACTOR.

#### **Labor, Materials and Equipment:**

6.3 CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. 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 indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER's written consent given after prior written notice to ENGINEER.

6.4 Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all 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 furnishing, performance, testing, start-up and completion of the Work.

6.5 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

#### **Progress Schedule:**

6.6 CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.9 as it may be adjusted from time to time as provided below:

6.6.1 CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.9) proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

6.6.2 Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of paragraph 12.1. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

#### **6.7 Substitutes and "Or-Equal" Items:**

6.7.1 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 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 accepted by ENGINEER under the following circumstances:

6.7.1.1 **"Or-Equal:"** 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 acceptance of proposed substitute items.

6.7.1.2 **Substitute Items:** If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under subparagraph 6.7.1.1, it will be considered a proposed substitute item. 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

therefore. The procedure for review by the ENGINEER will include the following as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall first make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute.

**6.7.1.3 CONTRACTOR's Expense:** All data to be provided by CONTRACTOR in support of any proposed "or-equal" or substitute item will be at CONTRACTOR's expense.

**6.7.2 Substitute Construction Methods or Procedures:** If a specific means, method, technique, sequence or procedure of construction is shown or indicated in an expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.7.1.2.

**6.7.3 ENGINEER's Evaluation:** ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.7.1.2 and 6.7.2. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized without ENGINEER's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitutes proposed or submitted by CONTRACTOR pursuant to paragraphs 6.7.1.2 and 6.7.2 and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER accepts a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the changes of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute item.

## **6.8 Concerning Subcontractors, Suppliers and Others:**

**6.8.1** CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

**6.8.2** If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials or equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and ENGINEER, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's or ENGINEER'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 person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price will be adjusted by the



difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject **defective** Work.

6.9 CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other person or organization any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor. Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.9.1 CONTRACTOR shall be solely responsible for scheduling and coordinating the Work or Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the ENGINEER through CONTRACTOR.

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

6.11 All Work performed by 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 insureds on the property insurance provided in paragraph 54.5. the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against

OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants and all other additional insureds for all losses and damages caused by, arising out of or resulting from any of the perils 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.

#### **Patent Fees and Royalties:**

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

#### **Permits:**

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

#### **Laws and Regulations:**

6.14 CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to

furnishing and 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.

6.14.1 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 caused by, arising out of or resulting therefrom: 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 or CONTRACTOR's obligations under paragraph 3.3.2.

#### **Taxes:**

6.15 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..

#### **Use of Premises:**

6.16 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises 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. 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. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant and anyone directly or indirectly employed by any of them from and against all claims costs, losses and damages arising out of or resulting from 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.

6.17 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work.. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.18 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.

#### **Record Documents:**

6.19 CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all 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.

#### **Safety and Protection:**

6.20 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.20.1 all persons on the Work site or who may be affected by the Work;

6.20.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.20.3 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.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them 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 utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2. or 6.20.3. caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant or anyone employed by any of them or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13. that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

#### **Safety Representative:**

6.21 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.

#### **Hazard Communication Programs:**

6.22 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.

#### **Emergencies:**

6.23 In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without

special instruction or authorization from OWNER or ENGINEER, 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. 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 to document the consequences of such action.

#### **6.24 Shop Drawings and Samples:**

6.24.1 CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawings and Sample submittals (see paragraph 2.9.). All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to shown ENGINEER the materials and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.26.

6.24.2 CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with said accepted schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.26. The numbers of each Sample to be submitted will be as specified in the Specifications.

#### **6.25 Submittal Procedures:**

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

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

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

6.25.1.3 all information relative to CONTRACTOR's sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

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

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

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

6.26 ENGINEER will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by ENGINEER as required by paragraph 2.9. 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. 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. 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.

6.27 ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of submission as required by paragraph 6.25.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.25.1.

6.28 Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by ENGINEER as required by paragraph 2.9, 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.

#### **Continuing the Work:**

6.29 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 15.5 or as OWNER and CONTRACTOR may otherwise agree in writing.

#### **6.30 CONTRACTOR's General Warranty and Guarantee:**

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

6.30.1.1 abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or

6.30.1.2 normal wear and tear under normal usage.

6.30.2 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:

- 6.30.2.1 observations by ENGINEER;
- 6.30.2.2 recommendation of any progress or final payment by ENGINEER;
- 6.30.2.3 the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;
- 6.30.2.4 use or occupancy of the Work or any part thereof by OWNER;
- 6.30.2.5 any acceptance by OWNER or any failure to do so;
- 6.30.2.6 any review and approval of Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13;
- 6.30.2.7 any inspection, test or approval by others; or
- 6.30.2.8 any correction of defective Work by OWNER.

#### **Indemnification:**

6.31 To the fullest extent permitted by Laws and Regulations. CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

6.32 In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors or employees by any

employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.31 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

6.33 The indemnification obligations of CONTRACTOR under paragraph 6.31 shall not extend to the liability of ENGINEER and ENGINEER's Consultants, officers, directors, employees or agents caused by the professional negligence, errors or omissions of any of them.

#### **Survival of Obligations:**

6.34 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 and termination or completion of the Agreement.

### **ARTICLE 7 - OTHER WORK**

#### **Related Work at Site:**

7.1 OWNER may perform other work related to the Project at the site by OWNER's own forces, or let other direct contracts therefore which shall contain General Conditions similar to these, or have other work performed by utility owners. If the fact that such other work is to be performed was not noted in the Contract Documents, then; (i) written notice thereof will be given to CONTRACTOR prior to starting any such other work, and (ii) CONTRACTOR may make a claim therefore as provided in Articles 11 and 12 if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the amount or extent thereof.

7.2 CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage

of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents. CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and 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.

7.3 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 so to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent or nonapparent defects and deficiencies in such other work.

#### **Coordination:**

7.4 If OWNER contracts with others for the performance of other work on the Project at the site, the following will be set forth in Supplementary Conditions:

7.4.1 the person, firm or corporation who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;

7.4.2 the specific matters to be covered by such authority and responsibility will be itemized: and

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

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

## **ARTICLE 8 - OWNER'S RESPONSIBILITIES**

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

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

8.3 OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.4 and 14.13.

8.4 OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of Subsurface conditions at the site and drawings of physical conditions in existing structures at or contiguous to the site that have been utilized by ENGINEER in preparing the Contract Documents.

8.5 OWNER's responsibilities in respect of purchasing and maintaining liability and property insurance, if any, are set forth in the Supplementary Conditions.

8.6 OWNER is obligated to execute Change Orders as indicated in paragraph 10.4.

8.7 OWNER's responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.

8.8 In connection with OWNER's right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.

8.9 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 furnishing or performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

8.10 OWNER's responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Materials uncovered or revealed at the site is set forth in paragraph 4.5.

8.11 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**

### **OWNER's Representative:**

9.1 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 shall not be extended without written consent of OWNER and ENGINEER.

### **Visits to Site:**

9.2 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 will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections 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 on-site observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work. ENGINEER's visits and on-site observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.13, and particularly, but without limitation, during or as a result of ENGINEER's on-site visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or

the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

### **Project Representative:**

9.3 If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more continuous observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.13 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other person will be as provided in the Supplementary Conditions.

### **Clarifications and Interpretations:**

9.4 ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree to the amount or extent thereof, if any, OWNER or CONTRACTOR may make a written claim therefore as provided in Article 11 or Article 12.

### **Authorized Variations in Work:**

9.5 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 the Contract Times and the parties are unable to agree as to the amount or extent thereof, OWNER or CONTRACTOR may make a written claim therefore as provided in Article 11 or 12.

### **Rejecting Defective Work:**

9.6 ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a complete 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 13.9, whether or not the Work is fabricated, installed or completed.

### **Shop Drawings, Change Orders and Payments:**

9.7 In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraphs 6.24 through 6.28 inclusive.

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

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

### **Determinations for Unit Prices:**

9.10 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 upon OWNER and CONTRACTOR, unless, within ten days after the date of any such decision, either OWNER or CONTRACTOR delivers to the other and to ENGINEER written notice of intention to appeal from ENGINEER's decision and: (i) an appeal from ENGINEER's decision is taken within the time limits and in accordance with the procedures set forth in Exhibit GC-A, "Dispute Resolution Agreement," entered into between OWNER and CONTRACTOR pursuant to Article 16, or (ii) if no such Dispute Resolution Agreement has been entered into, a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to ENGINEER's decision, unless otherwise agreed in writing by OWNER and CONTRACTOR. Such appeal will not be subject to procedures of paragraph 9.11.

### **Decisions on Disputes:**

9.11 ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty days after the start of such occurrence or event unless ENGINEER allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to ENGINEER and the claimant within thirty days after receipt of the claimant's last submittal (unless ENGINEER allows additional time). ENGINEER will render a formal decision in writing within thirty days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. ENGINEER's written decision on such claim, dispute or other matter will be final and binding upon OWNER and CONTRACTOR unless: (i) an appeal from ENGINEER's decision is taken within the time limits and in accordance with the procedures set forth in EXHIBIT GC-A, "Dispute Resolution Agreement," entered into between OWNER and CONTRACTOR pursuant to Article 16, or (ii) if no such Dispute Resolution Agreement has been entered into, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within thirty days after the date of such decision and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to such claim, dispute or other matter in accordance with applicable Laws and Regulations within sixty days of the date of such decision, unless otherwise agreed in writing by OWNER and CONTRACTOR.

9.12 When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.



The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 or 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.15) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter pursuant to Article 16.

### **9.13 Limitations on ENGINEER's Authority and Responsibilities:**

9.13.1 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 owed by ENGINEER to CONTRACTOR, any Subcontractor, and Supplier, any other person or organization, or to any surety for or employee or agent of any of them.

9.13.2 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 furnishing or performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

9.13.3 ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

9.13.4 ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests, and approvals and Other documentation required to be delivered by paragraph 4.12 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.

9.13.5 The limitations upon authority and responsibility set forth in this paragraph 9.13 shall also apply to ENGINEER's Consultants, Resident Project Representative and assistants.

## **ARTICLE 10 - CHANGES IN THE WORK**

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

10.2 If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefore as provided in Article 11 or Article 12.

10.3 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 and supplemented as provided in paragraphs 3.5 and 3.6 except in the case of an emergency as provided in paragraph 6.23 or in the case of uncovering Work as provided in paragraph 13.9.

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

10.4.1 changes in the Work which are (i) ordered by OWNER pursuant to paragraph 10.1, (ii) required because of acceptance of defective Work under paragraph 13.13 or correcting defective Work under paragraph 13.14, or (iii) agreed to by the parties;

10.4.2 changes in the Contract Price or Contract Times which are agreed to by the parties; and

10.4.3 changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11;

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 6.29.

10.5 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, and the amount of each applicable Bond will be adjusted accordingly.

## **ARTICLE 11 - CHANGE OF CONTRACT PRICE**

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

11.2 The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an adjustment in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the start of the occurrence or event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3 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:

11.3.1 where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1. through 11.9.3. inclusive);

11.3.2 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 11.6.2);

11.3.3 where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 11.3.2, on the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 11.6).

### **Cost of the Work:**

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5.

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen 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, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash

discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed or furnished 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 accepted. 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 paragraphs 11.4, 11.5, 11.6 and 11.7. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

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

11.4.5 Supplemental costs including the following:

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

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the 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.

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

11.4.5.4 Sales, consumer, use or similar taxes related to the work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

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

11.4.5.6 Losses 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 and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

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

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

11.4.5.9 Cost of premiums for additional Bonds and insurance required because of changes in the Work.

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

11.5.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, 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 a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4 – all of which

are to be considered administrative costs covered by the CONTRACTOR's fee.

11.5.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

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

11.5.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.9 above).

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

11.6 The CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1 a mutually acceptable fixed fee; or

11.6.2 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:

11.6.2.1 for costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR's fee shall be fifteen percent;

11.6.2.2 for costs incurred under paragraph 11.4.3, the CONTRACTOR's fee shall be five percent.

11.6.2.3 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 paragraphs 11.4.1, 11.4.2, 11.4.3 and 11.6.2 is that the Subcontractor who actually performs or furnishes the Work, at whatever tier, will be paid a fee of fifteen percent of the costs incurred by such Subcontractor under paragraphs 11.4.1 and 11.4.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor:

11.6.2.4 no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5;

11.6.2.5 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

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

11.7 Whenever the cost of any work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

#### **Cash Allowances:**

11.8 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 furnished and performed for such sums as may be acceptable to OWNER and ENGINEER, CONTRACTOR agrees that:

11.8.1 the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

11.8.2 CONTRACTOR's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances and no demand for additional payment on account of any of the foregoing will be valid.

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

#### **11.9 Unit Price Work:**

11.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include

for all Unit Price Work an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with paragraph 9.10.

11.9.2 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

11.9.3 OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 11 if:

11.9.3.1 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

11.9.3.2 there is no corresponding adjustment with respect to any other item of Work; and

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

## **ARTICLE 12 - CHANGE OF CONTRACT TIMES**

12.1 The Contract Times (or Milestones) may only be changed by a Change Order or a Written Amendment. Any claim for an adjustment of the Contract Times (or Milestones) shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as

a result of the occurrence of said event. All claims for adjustment in the Contract Times (or Milestones) shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Times (or Milestones) will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

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

12.3 Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefore as provided in paragraph 12.1. 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. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.4 Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. In no event shall OWNER be liable to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii) delays beyond the control of both parties including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

## **ARTICLE 13 - TESTS AND INSPECTION: CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

13.1 **Notice of Defects:** Prompt notice of all defective Work of which OWNER or ENGINEER have actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected or accepted as provided in this Article 13.

**Access to Work:**

13.2 OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the 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.

**Tests and Inspections:**

13.3 CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

13.4 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:

13.4.1 for inspections, tests or approvals covered by paragraph 13.5 below:

13.4.2 that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.9 below shall be paid as provided in said paragraph 13.9; and

13.4.3 as otherwise specifically provided in the Contract Documents.

13.5 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. CONTRACTOR shall also 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 of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work.

13.6 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.

13.7 Uncovering Work as provided in paragraph 13.6 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.

**Uncovering Work:**

13.8 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.

13.9 If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from 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, and, if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Article 11. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction; and, if the parties are unable to agree as to the amount or extent therefore, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12.

**OWNER May Stop the Work:**

13.10 If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or 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 or any surety or other party.

#### **Correction or Removal of Defective Work:**

13.11 If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with Work that is not defective. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

#### **13.12 Correction Period:**

13.12.1 If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instruction: (i) correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with Work that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in any emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

13.12.2 In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

13.12.3 Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph 13.12, 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.

#### **Acceptance of Defective Work:**

13.13 If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all claims, costs, losses and damages attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness). 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, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

#### **OWNER May Correct Defective Work:**

13.14 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 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representative, 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. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies 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, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Article 11. 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. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

## **ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION**

### **Schedule of Values:**

14.1 The schedule of values established as provided in paragraph 2.9 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.

### **Application for Progress Payment:**

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

### **CONTRACTOR's Warranty of Title:**

14.3 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.

### **Review of Applications for Progress Payment:**

14.4 ENGINEER will, within ten 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. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.

14.5 ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's on-site observations 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:

14.5.1 the Work has progressed to the point indicated.

14.5.2 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 9.10, and to any other qualifications stated in the recommendation), and 14.5.3 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.

However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

14.6 ENGINEER's recommendation of any payment, including final payment, shall not mean that



ENGINEER is 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 furnishing or performance of Work, or for any failure of CONTRACTOR to perform or furnish Work in accordance with the Contract Documents.

14.7 ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.5. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

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

14.7.2 the Contract Price has been reduced by Written Amendment or Change Order.

14.7.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.14. or

14.7.4 ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.4 inclusive.

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

14.7.5 claims have been made against OWNER on account of CONTRACTORs performance or furnishing of the Work.

14.7.6 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,

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

14.7.8 OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.7.1 through 14.7.3 or paragraphs 15.2.1 through 15.2.4 inclusive;

but OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and 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.

### **Substantial Completion:**

14.8 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. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefore. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefore. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

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

**Partial Utilization:**

14.10 Use by OWNER at OWNER's option of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.10.1 OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefore. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 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.

14.10.2 No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.13 in respect of property insurance.

**Final Inspection:**

14.11 Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is

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

**Final Application for Payment:**

14.12 After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by Article 5, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Article 5, (ii) consent of the surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu of such releases or waivers of Liens 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.

**Final Payment and Acceptance:**

14.13 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 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 14.15. Otherwise, ENGINEER will return the Application 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. Thirty days after the presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance and with ENGINEER's recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by OWNER to CONTRACTOR.

14.14 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in Article 5, 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.

#### **Waiver of Claims:**

14.15 The making and acceptance of final payment will constitute:

14.15.1 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 14.11, 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

14.15.2 a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

## **ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION**

### **OWNER May Suspend Work:**

15.1 At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes an approved claim therefore as provided in Articles 11 and 12.

### **OWNER May Terminate:**

15.2 Upon the occurrence of any one or more of the following events:

15.2.1 if CONTRACTOR persistently fails 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 2.9 as adjusted from time to time pursuant to paragraph 6.6);

15.2.2 if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.3 if CONTRACTOR disregards the authority of ENGINEER; or

15.2.4 if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety, if any,) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages sustained by

OWNER arising out of or resulting from 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, provided that when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

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

15.4 Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):

15.4.1 for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

15.4.2 for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

15.4.3 for all claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers and other; and

15.4.4 for reasonable expenses directly attributable to termination.

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.

#### **CONTRACTOR May Stop Work or Terminate:**

15.5 If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty

days after it is submitted or OWNER fails for thirty 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 Agreement and recover from OWNER payment on the same terms as provided in paragraph 15.4. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within thirty days after it is submitted, or OWNER has failed for thirty days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon seven day's written notice to OWNER and ENGINEER stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.5 are not intended to preclude CONTRACTOR from making claim under Articles 11 and 12 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping Work as permitted by this paragraph.

### **ARTICLE 16 - DISPUTE RESOLUTION**

If and to the extent that OWNER and CONTRACTOR have agreed on the method and procedure for resolving disputes between them that may arise under this Agreement, such dispute resolution method and procedure, if any, shall be as set forth in Exhibit GC-A, "Dispute Resolution Agreement," to be attached hereto and made a part hereof. If no such agreement on the method and procedure for resolving such disputes has been reached, and subject to the provisions of paragraphs 9.10, 9.11, and 9.12, 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**

#### **Giving Notice:**

17.1 Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

**Computation of Times:**

17.2 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.

17.2.1 A calendar day of twenty-four hours measured from midnight to the next midnight will constitute a day.

**Notice of Claim:**

17.3 Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other part or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

**Cumulative Remedies:**

17.4 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.12, 6.16, 6.30, 6.31, 6.32, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

**Professional Fees and Court Costs Included:**

17.5 Whenever reference is made to "claims, costs, losses and damages," it shall include in each case, but not be limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs.





Kathy Hochul, Governor

Roberta Reardon, Commissioner

City of Albany Planning Dept

Nicholas Schwartz  
3 Winners Cir  
Albany NY 12205

Schedule Year 2024 through 2025  
Date Requested 02/13/2025  
PRC# 2025001877

Location Tivoli Park Preserve Park  
Project ID#  
Project Type Construction of ADA Accessible Pathways, Accessible Fishing Pier, Trailhead at North Manning Blvd, Wilkins Ave and Quail Street

### PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2024 through June 2025. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website [www.labor.ny.gov](http://www.labor.ny.gov). Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: \_\_\_\_\_ Date Cancelled: \_\_\_\_\_

Name & Title of Representative: \_\_\_\_\_

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





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

### **Introduction**

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

### **Responsibilities of the Department of Jurisdiction**

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

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

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

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

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

### **Hours**

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

### **Wages and Supplements**

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule from the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website [www.labor.ny.gov](http://www.labor.ny.gov).

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

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website [www.labor.ny.gov](http://www.labor.ny.gov).

### **Payrolls and Payroll Records**

Every contractor and subcontractor **MUST** keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

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

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

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

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

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

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

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

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

### **Withholding of Payments**

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

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

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

### **Summary of Notice Posting Requirements**

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

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

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

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

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

## **Apprentices**

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

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

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

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

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

## **Interest and Penalties**

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

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

## **Debarment**

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

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

## **Criminal Sanctions**

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

## **Discrimination**

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

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

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

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

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

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

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

### **Workers' Compensation**

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

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

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

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

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

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

### **Unemployment Insurance**

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



Kathy Hochul, Governor

Roberta Reardon, Commissioner

City of Albany Planning Dept

Nicholas Schwartz  
3 Winners Cir  
Albany NY 12205

Schedule Year 2024 through 2025  
Date Requested 02/13/2025  
PRC# 2025001877

Location Tivoli Park Preserve Park  
Project ID#  
Project Type Construction of ADA Accessible Pathways, Accessible Fishing Pier, Trailhead at North Manning Blvd, Wilkins Ave and Quail Street

### Notice of Contract Award

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

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

### Contractor Information

All information must be supplied

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

Phone: (518) 457-5589 Fax: (518) 485-1870  
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226



### **Social Security Numbers on Certified Payrolls:**

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

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

### **Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d**

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, <https://dol.ny.gov/public-work-and-prevailing-wage>

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

### **Worker Notification: (Labor Law §220, paragraph a of subdivision 3-a)**

**Effective June 23, 2020**

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

(12.20)

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

## **Budget Policy & Reporting Manual**

# **B-610**

### **Public Work Enforcement Fund**

*effective date December 7, 2005*

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#### **1. Purpose and Scope:**

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

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

#### **2. Background and Statutory References:**

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

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

#### **3. Procedures and Agency Responsibilities:**

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

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



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

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

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

Reports should contain the following information:

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

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

Department of Labor  
Administrative Finance Bureau-PWEF Unit  
Building 12, Room 464  
State Office Campus  
Albany, NY 12226

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



Required Notice under Article 25-B of the Labor Law

**Attention All Employees, Contractors and Subcontractors:  
You are Covered by the Construction Industry Fair Play Act**

**The law says that you are an employee unless:**

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

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

**It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.**

**Employee Rights:** If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

**Independent Contractors:** If you are an independent contractor, **you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

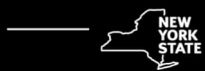
**Penalties** for paying workers off the books or improperly treating employees as independent contractors:

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

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

**Employer Name:**  
IA 999 (09/16)





# Attention Employees

## THIS IS A: **PUBLIC WORK PROJECT**

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

Your pay stub and wage notice received upon hire must clearly state your wage rate and supplement rate.

Chapter 629 of  
the Labor Laws  
of 2007:

**These wages are set by law and must be posted at the work site. They can also be found at:**  
**<https://dol.ny.gov/bureau-public-work>**



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

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

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

Contractor Name: \_\_\_\_\_

Project Location: \_\_\_\_\_



## Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is \$250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

### The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record or other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

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

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

## WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is \$3 million in Bronx, Kings, New York, Queens and, Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

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

#### Classification

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

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

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

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

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

#### Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

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

#### 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 straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

#### 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.ny.gov](http://www.labor.ny.gov)) for current wage rate information.

#### Apprentice Training Ratios

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

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

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



Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

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

New York State Department of Labor  
 Bureau of Public Work  
 State Office Campus, Bldg. 12  
 Albany, NY 12226

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
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

## Albany County General Construction

### Boilermaker

02/01/2025

**JOB DESCRIPTION** Boilermaker

**DISTRICT** 1

#### ENTIRE COUNTIES

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

#### WAGES

Per hour

07/01/2024

Boilermaker

\$ 40.84

#### SUPPLEMENTAL BENEFITS

Per hour

Journeyworker

\$26.51

+ 1.49\*

(\*) This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

#### OVERTIME PAY

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

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

#### REGISTERED APPRENTICES

Wages per hour

( 1/2 ) year terms at the following percentage of Journeyman's wage.

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

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th
19.71	19.71	20.69	21.64	22.62	23.60	24.57	25.53
+1.49**	+1.49**	+1.49**	+1.49**	+1.49**	+1.49**	+1.49**	+1.49**

(\*\*) This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

1-197

### Carpenter - Building

02/01/2025

**JOB DESCRIPTION** Carpenter - Building

**DISTRICT** 2

#### ENTIRE COUNTIES

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

#### WAGES

Per hour:

07/01/2024

07/01/2025

Additional

Carpenter	\$ 35.64	\$ 1.25*
Floor Coverer	35.64	1.25*
Carpet Layer	35.64	1.25*
Dry-Wall	35.64	1.25*
Diver-Wet Day	61.25	0.00
Diver-Dry Day	36.64	1.25*
Diver Tender	36.64	1.25*

\*To be allocated at a later date

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

- Pile Drivers/Dock Builders shall receive \$0.25 per hour over the journeyworker's rate of pay when performing piledriving/dock building work.

- Certified welders shall receive \$1.00 per hour over the journeyworker's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work
- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus \$1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
  - 0' to 80' no additional fee
  - 81' to 100' additional \$.50 per foot
  - 101' to 150' additional \$0.75 per foot
  - 151' and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
  - 0' to 50' no additional fee
  - 51' to 100' additional \$.75 per foot
  - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

### SHIFT WORK

On Agency/Owner mandated shift work, the following rates will be applicable:

- 1st Shift - Regular Rate
- 2nd Shift - Premium of 7% of base wage per hour
- 3rd Shift - Premium of 14% of base wage per hour

Shift work shall be defined as implementing at least two (2) shifts in a twenty-four (24) consecutive hour period. Shift work must be for a minimum of three (3) consecutive days.

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 24.33

### OVERTIME PAY

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

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday. If Christmas falls on a Saturday, it shall be observed on the prior Friday.

### REGISTERED APPRENTICES

Wages per hour (1300 hour terms at the following percentage of Journeyworker's base wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

\$ 12.15 \$ 12.15 \$ 14.75 \$ 14.75

NOTE ADDITIONAL AMOUNTS PAID TO APPRENTICES FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

- Pile Driving/Dock Builder apprentices shall receive an additional \$0.25 per hour worked when performing piledriving/dock building work.
- Certified Welders shall receive \$1.00 per hour over the apprentices rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work.
- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus \$1.50 per hour.

2-291B-Alb

## Carpenter - Building / Heavy&Highway

02/01/2025

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

**DISTRICT** 2

### ENTIRE COUNTIES

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

### PARTIAL COUNTIES

Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing west to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

### WAGES

Wages per hour: 07/01/2024

Carpenter - ONLY for  
Artificial Turf/Synthetic  
Sport Surface \$ 36.48

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

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 26.55

### OVERTIME PAY

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

### HOLIDAY

Paid: See (5) on HOLIDAY PAGE

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

Notes:

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

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

### REGISTERED APPRENTICES

Wages per hour (1300 hour terms at the following percentage of Journeyworker's wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

\$18.58	\$19.14	\$21.24	\$21.79
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2-42AtSS

### Carpenter - Heavy&Highway

02/01/2025

**JOB DESCRIPTION** Carpenter - Heavy&Highway

**DISTRICT** 2

### ENTIRE COUNTIES

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

### WAGES

Per hour 07/01/2024

Carpenter	\$ 44.28
Piledriver	44.28
Diver-Wet Day	69.28
Diver-Dry Day	45.28
Diver-Tender	45.28

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.50 per hour.
- Certified welders when required to perform welding work will receive an additional \$2.50 per hour.

### ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:

- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- All crew members aboard a submersible shall receive the Diver-Wet Day rate.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
  - 0' to 50' no additional fee
  - 51'to 100' additional \$.50 per foot
  - 101'to 150' additional \$0.75 per foot
  - 151'and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
  - 0' to 50' no additional fee
  - 51' to 100' additional \$.75 per foot
  - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

### SHIFT WORK

When project owner mandates a single irregular work shift, the Journeyworkers and Apprentices will receive an additional \$3.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 24.79

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

- In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday.

- The employee must work their scheduled workday before and their scheduled workday after the holiday to receive holiday pay.

### REGISTERED APPRENTICES

#### CAPRENTER APPRENTICES

Wages per hour (1040 hour terms at the following percentage of journeyworker's base wage):

1st	2nd	3rd	4th	5th
65%	70%	75%	80%	85%
Supplemental Benefits per hour:				
\$ 18.27	\$ 18.84	\$ 20.90	\$ 21.46	\$ 22.02

#### PILEDRIIVER/DOCKBUILDER APPRENTICES

Wages per hour (1300 hour terms at the following percentage of journeyworker's base wage):

1st	2nd	3rd	4th
65%	70%	75%	80%
Supplemental Benefits per hour:			
\$ 18.27	\$ 18.84	\$ 20.90	\$ 21.46

NOTE ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:

- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.50 per hour.

- Certified welders when required to perform welding work will receive an additional \$2.50 per hour.

2-291HH-Alb

## Electrician

02/01/2025

### JOB DESCRIPTION Electrician

### DISTRICT 1

#### ENTIRE COUNTIES

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

#### PARTIAL COUNTIES

Greene: Portion of the County North of a line following the South limits of the City of Catskill in a westerly direction from the Hudson River to State Highway 23A. Then continuing on 23A to the road following the Little West Kill and continuing along this road to Delaware County.

Otsego: Only the Towns of Decatur and Worcester

### WAGES

Per hour

07/01/2024

Electrician	\$ 48.00
Audio/Sound	48.00
Video	48.00
Tele-Data	48.00
Solar/ Photovoltaic	48.00

Notes: An additional 5% above rate for work over 30' above floor and requires use of a safety harness when working on tooth picks, structural steel, temporary platforms, swing scaffolds & boatswain chairs. All OSHA approved lifts are excluded.

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

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

An additional 5% above rate when Journeymen are required to work as Lead (Pb) cable splicers.

An additional 10% above rate when Journeymen Welders are required to have ASME verification.

### SHIFT WORK

For Projects Bid on or Prior to 05/31/2019

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFTS OF AT LEAST A FIVE (5) DAY 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 10%
3rd Shift	12:30 AM to 9:00 AM	REGULAR RATE PLUS 15%

For Projects Bid on or After 06/01/2019

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%

For Projects Bid on or After 09/01/2019

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SINGLE IRREGULAR SHIFTS OF AT LEAST A FIVE (5) DAY 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%

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyworker	\$ 30.65
	+3% of wage

**OVERTIME PAY**

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

\* DOUBLE TIME AFTER 10 HOURS ON SATURDAY

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Saturday, it shall be celebrated on Friday. If the holiday falls on Sunday, it shall be celebrated on Monday.

**REGISTERED APPRENTICES**

Wages per hour

Terms at the following percentage of Journeyworker's wage.

0-6mo	6-12mo	2nd yr	3rd yr	4th yr	5th yr
40%	45%	50%	60%	70%	80%

Notes: An additional 5% above rate for work over 30' above floor and requires use of a safety harness when working on tooth picks, structural steel, temporary platforms, swing scaffolds & boatswain chairs. All OSHA approved lifts are excluded.

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

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

Supplemental Benefits per hour worked

0-12 month term	\$ 15.32**
2nd year term	24.93**
3rd year term	26.07**
4th year term	27.22**
5th year term	28.36**

(\*\*) Plus additional 3% of wage

1-236

**Elevator Constructor**

**02/01/2025**

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Madison: Madison Only the towns of: Brookfield, Hamilton, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida  
Oneida: Entire county except the towns of: Camden, Florence, and Vienna.

**WAGES**

Per hour

	07/01/2024	01/01/2025
Mechanic	\$ 55.32	\$ 57.73
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

**SUPPLEMENTAL BENEFITS**

Per hour

	07/01/2024	01/01/2025
Journeyworker/Helper	\$ 37.885*	\$ 38.435*

(\*)Plus 6% of hourly rate, if less than 5 years of service. Plus 8% of hourly rate, if more than 5 years of service.

#### OVERTIME PAY

See (D, O) on OVERTIME PAGE

#### HOLIDAY

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

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

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

#### REGISTERED APPRENTICES

Wages per hour:

0-6 mo*	6-12 mo	2nd yr	3rd yr	4th yr
50%	55 %	65 %	70 %	80 %

(\*)Plus 6% of the hourly rate, no additional supplemental benefits.

Supplemental Benefits - per hour worked:

Same as Journeyperson/Helper

1-35

<b>Glazier</b>	<b>02/01/2025</b>
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#### JOB DESCRIPTION Glazier

#### DISTRICT 1

#### ENTIRE COUNTIES

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

#### WAGES

Per hour

	07/01/2024	01/01/2025	05/01/2025 Additional	07/01/2025 Additional
Glazier Base Wage	\$ 33.01	\$ 33.01	+ 1.80	
Plus additional \$4.10 per hour for all hours worked, not subject to overtime/premium				
	07/01/2024	01/01/2025 Additional		
High Work Base Wage***	\$ 35.35	\$ 2.00		+ 4.00

Plus additional \$4.10 per hour for all hours worked, not subject to overtime/premium

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

#### SHIFT WORK

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT WORK OR SINGLE IRREGULAR SHIFTS STARTING BETWEEN THE HOURS LISTED BELOW:

4:00pm to 6:30am:	ADDITIONAL 12.5% TO APPLICABLE WAGE RATE AND SUPPLEMENTAL BENEFIT
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#### SUPPLEMENTAL BENEFITS

Per hour

Journeyworker	\$ 23.55
Journeyworker High Work	\$ 29.57

#### OVERTIME PAY

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

Premium is applied to the respective base wage only.

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If any of the holidays are designated by federal law to be celebrated on a day other than that on which they regularly fall, then the holiday shall be celebrated on the day set by said federal law as if the day on which the holiday is celebrated was actually the holiday date.

#### REGISTERED APPRENTICES

Wages per hour

Apprentice Glazier 1500 hr. terms at the following percentage of Journeyworkers base wage.

1st	2nd	3rd	4th
50%	65%	75%	90%
+ additional \$4.10 per hour for all hours worked for all terms			

Apprentice Glazier Hi-Work 1500 hr. terms at the following percentage of Journeyworkers Hi-Work base wage.

1st	2nd	3rd	4th
50%	65%	75%	90%
+ additional \$4.10 per hour for all hours worked for all terms			

Supplemental Benefits per hour worked

Apprentice	
1st term	\$ 19.88
2nd-4th term	23.55
Apprentice High Work	
1st term	23.72
2nd-4th term	29.57

1-201

## Insulator - Heat & Frost

02/01/2025

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 1**

### ENTIRE COUNTIES

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

### WAGES

Wages per hour 07/01/2024

Asbestos Worker*	\$ 40.46
Insulator*	40.46
Firestopping Worker*	34.40

(\*) On Mechanical Systems only.

### SHIFT WORK

On government mandated shift work additional 12% of wage for all shifts starting after 3:30 P.M.

### SUPPLEMENTAL BENEFITS

Per hour

Journeyworker \$ 26.86

### OVERTIME PAY

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

\*B1=Double time begins after 10 hours on Saturday

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

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

When a holiday falls on Sunday the following Monday shall be observed as the holiday.

### REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked:

Apprentices \$ 26.86

1-40

## Ironworker

02/01/2025



**JOB DESCRIPTION** Ironworker

**DISTRICT** 1

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

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

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

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

**WAGES**

Wages	07/01/2024	01/01/2025
Per hour		
Ornamental	\$ 38.50	\$ 39.50
Reinforcing	38.50	39.50
Rodman	38.50	39.50
Structural & Precast	38.50	39.50
Mover/Rigger	38.50	39.50
Fence Erector	38.50	39.50
Stone Derrickman	38.50	39.50
Sheeter	38.75	39.75
Curtain Wall Installer	38.50	39.50
Metal Window Installer	38.50	39.50

**SHIFT WORK**

THE FOLLOWING RATE WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SINGLE IRREGULAR SHIFTS:

Shift Starting 4:30 PM to 12:00 AM

REGULAR RATE PLUS 10%

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTWORK:

1st Shift	6:00 AM to 4:30 PM	REGULAR RATE
2nd Shift	2:00 PM to 7:00 PM	REGULAR RATE PLUS 10%
3rd Shift	7:00 PM to 12:00 AM	REGULAR RATE PLUS 15%

**SUPPLEMENTAL BENEFITS**

Per hour

JOURNEYWORKER	\$ 30.64	\$ 31.64
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**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (4, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday. Any holiday which occurs on Saturday shall be observed on the preceding Friday.

**REGISTERED APPRENTICES**

Wages per hour

ONE YEAR TERMS AT THE FOLLOWING WAGE RATES:

	07/01/2024
1st year	\$ 23.50
2nd year	25.50
3rd year	27.50
4th year	29.50
Supplemental Benefits per hour worked	
1st year	\$ 10.78
2nd year	22.87
3rd year	24.58
4th year	24.88

1-12

**Laborer - Building**

**02/01/2025**

**JOB DESCRIPTION** Laborer - Building

**DISTRICT** 1

**ENTIRE COUNTIES**

Albany, Rensselaer, Washington

### PARTIAL COUNTIES

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

Greene: Entire county except the Township of Catskill

Saratoga: Only the Townships of Halfmoon, Saratoga, Stillwater, Waterford, and the City of Mechanicville.

### WAGES

Per hour

07/01/2024

Group #1:

All Classifications  
except as noted in  
Groups 2 & 3

\$ 36.16

Group #2:

Blaster, Drilling Equipment  
Only Where a Separate Air  
Compressor Unit Supplies  
Power, Metal Formsetter  
sidewalk), Well Pointing  
& Laser Operator

\$ 36.66

Group #3:

Handling of Asbestos  
or Toxic Materials

\$ 37.51

### SUPPLEMENTAL BENEFITS

Per hour

Journeyworker

\$ 26.42

### OVERTIME PAY

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

### HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6) on HOLIDAY PAGE

### REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

Apprentices

\$ 26.42

1-190

### Laborer - Heavy&Highway

02/01/2025

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT** 1

### ENTIRE COUNTIES

Albany, Rensselaer, Washington

### PARTIAL COUNTIES

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

Greene: Entire county except the Township of Catskill.

Saratoga: Only the Townships of Halfmoon, Saratoga, Stillwater, Waterford, and the City of Mechanicville.

### WAGES

GROUP # A:

Basic, Drill Helper, Flagman, Outboard and Hand Boats

GROUP # B:

Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of Steelmesh, Small Generators for Laborers' Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Tail or Screw Operator on Asphalt Paver, Water Pump Operators(1-1/2" and Single Diaphragm) Nozzle (Asphalt, Gunit, Seeding and Sand Blasting), Laborers on Chain Link Fence. Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer.

GROUP # C:

Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power, Acetylene Torch Operators, Asphalt Raker and Powderman.

**GROUP # D:**

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

**GROUP # E:**

Employees performing hazardous waste removal, lead abatement and removal, or asbestos abatement and removal on a State and/or Federally designated waste site & where relevant State or Federal regulations require employees to use or wear forms of personal protection.

**WAGES per hour**

07/01/2024

Group # A	\$ 41.69
Group # B	41.89
Group # C	42.09
Group # D	42.29
Group # E	44.19

**SHIFT WORK**

All employees who work a single irregular workday that starts from 5:00 pm to 1:00 am on a governmental mandated night shift shall be paid an additional \$5.00 per hour.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyworker	\$ 27.65
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**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it will be celebrated on Monday. If the Monday Holiday is worked it will be paid at double time plus the Holiday pay. If the Holiday falls on a Saturday employer can choose to celebrate Saturday or give Friday off with pay. If the Saturday Holiday is worked it will be paid at double time plus the Holiday pay

**REGISTERED APPRENTICES**

Wages per hour

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

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

Supplemental Benefits per hour worked

Apprentices	\$ 27.65
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1-190 h/h

**Laborer - Tunnel**

**02/01/2025**

**JOB DESCRIPTION** Laborer - Tunnel

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Fulton, Hamilton, Herkimer, Madison, Montgomery, Oneida, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

**WAGES**

Class 1: All support laborers/sandhogs working above the shaft or tunnel

Class 2: All laborers/sandhogs working in the shaft or tunnel

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

Per Hour

07/01/2024

Class 1	\$ 47.20
Class 2	49.20

Class 4	51.45
Class 5	43.45

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional \$ 3.00 an hour.

#### **SUPPLEMENTAL BENEFITS**

Per hour

Journeyworker \$ 29.15

#### **OVERTIME PAY**

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

#### **HOLIDAY**

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

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

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

#### **REGISTERED APPRENTICES**

FOR APPRENTICE RATES, refer to the appropriate Laborer Heavy & Highway wage rate contained in the wage schedule for the County and Location where the work is to be performed.

1-190/157T

### **Lineman Electrician**

**02/01/2025**

**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**

A Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors, assembly of all electrical materials, conduit, pipe, or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

Crane Operators: Operation of any type of crane on line projects.

Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on line projects.

Digging Machine Operator: All other digging equipment and augering on line projects.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

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

Per hour: 07/01/2024

#### **Group A:**

Lineman, Technician	\$ 58.90
Crane, Crawler Backhoe	58.90
Welder, Cable Splicer	58.90

#### **Group B:**

Digging Mach. Operator	53.01
Tractor Trailer Driver	50.07
Groundman, Truck Driver	47.12
Equipment Mechanic	47.12
Flagman	35.34

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

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work." Includes access matting for line work.

Group A:	
Lineman, Technician	\$ 58.90
Crane, Crawler Backhoe	58.90
Cable Splicer	64.79
Certified Welder, Pipe Type Cable	61.85

Group B:	
Digging Mach. Operator	53.01
Tractor Trailer Driver	50.07
Groundman, Truck Driver	47.12
Equipment Mechanic	47.12
Flagman	35.34

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

Below rates applicable on all switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. Includes access matting for line work.

Group A:	
Lineman, Tech, Welder	\$ 60.22
Crane, Crawler Backhoe	60.22
Cable Splicer	66.24
Certified Welder, Pipe Type Cable	63.23

Group B:	
Digging Mach. Operator	54.20
Tractor Trailer Driver	51.19
Groundman, Truck Driver	48.18
Equipment Mechanic	48.18
Flagman	36.13

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

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

Group A:	
Lineman, Tech, Welder	\$ 61.41
Crane, Crawler Backhoe	61.41

Group B:	
Digging Mach. Operator	55.27
Tractor Trailer Driver	52.20
Groundman, Truck Driver	49.13
Equipment Mechanic	49.13
Flagman	36.85

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

#### SHIFT WORK

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

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

#### SUPPLEMENTAL BENEFITS

Per hour:

07/01/2024

Group A                      \$ 30.90  
                                    \*plus 7% of  
                                    the hourly  
                                    wage paid

Group B                      \$ 26.90  
                                    \*plus 7% of  
                                    the hourly  
                                    wage paid

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

#### OVERTIME PAY

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

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

#### HOLIDAY

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

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

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

#### REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2024

\$ 26.90  
\*plus 7% of  
the hourly  
wage paid

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

6-1249a

#### Lineman Electrician - Teledata

02/01/2025

**JOB DESCRIPTION** Lineman Electrician - Teledata

**DISTRICT** 6

#### ENTIRE COUNTIES

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

#### WAGES

Per hour:

For outside work, stopping at first point of attachment (demarcation).

07/01/2024

01/01/2025

Cable Splicer	\$ 39.24	\$ 40.81
Installer, Repairman	\$ 37.24	\$ 38.73
Teledata Lineman	\$ 37.24	\$ 38.73
Tech., Equip. Operator	\$ 37.24	\$ 38.73
Groundman	\$ 19.74	\$ 20.53

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

#### SHIFT WORK

THE FOLLOWING RATES APPLY WHEN THE CONTRACTING AGENCY MANDATES MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION ARE WORKED. WHEN TWO (2) OR THREE (3) SHIFTS ARE WORKED THE FOLLOWING RATES APPLY:

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%

3RD SHIFT	REGULAR RATE PLUS 15%	
<b>SUPPLEMENTAL BENEFITS</b>		
Per hour:	07/01/2024	01/01/2025
Journeyworker	\$ 5.70	\$ 5.70
	*plus 3% of the hour wage paid	*plus 3% of the hour wage paid

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

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

#### HOLIDAY

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

6-1249LT - Teledata

<b>Lineman Electrician - Traffic Signal, Lighting</b>	<b>02/01/2025</b>
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**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

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

Crane Operators: Operation of any type of crane on Traffic Signal/Lighting projects.

Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on Traffic Signal/Lighting projects.

Digging Machine Operator: All other digging equipment and augering on Traffic Signal/Lighting projects.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.

Per hour: 07/01/2024

Group A:	
Lineman, Technician	\$ 50.54
Crane, Crawler Backhoe	50.54
Certified Welder	53.07

Group B:	
Digging Machine	45.49
Tractor Trailer Driver	42.96
Groundman, Truck Driver	40.43
Equipment Mechanic	40.43
Flagman	30.32

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

#### SHIFT WORK

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

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

#### SUPPLEMENTAL BENEFITS

Per hour worked:

07/01/2024

Group A                      \$ 30.90  
                                      \*plus 7% of  
                                      the hourly  
                                      wage paid

Group B                      \$ 26.90  
                                      \*plus 7% of  
                                      the hourly  
                                      wage paid

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

#### OVERTIME PAY

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

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

#### HOLIDAY

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

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

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

#### REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2024

\$ 26.90  
\*plus 7% of  
the hourly  
wage paid

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

6-1249a-LT

#### Lineman Electrician - Tree Trimmer

02/01/2025

**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

Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also includes stump removal near underground energized electrical lines including telephone and CATV lines.

Per hour: 07/01/2024

Tree Trimmer                      \$ 31.44  
Equipment Operator              27.80



Equipment Mechanic	27.80
Truck Driver	23.15
Groundman	19.07
Flag person	15.00*

\*NOTE-Rate effective on 01/01/2025 - \$15.50 due to minimum wage increase.

#### SUPPLEMENTAL BENEFITS

Per hour:

07/01/2024

Journeyworker	\$ 10.48
	*plus 4.5% of the hourly wage paid

\* The 4.5% is based on the hourly wage paid, straight time rate or premium rate.

#### OVERTIME PAY

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

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

#### HOLIDAY

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

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

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday. All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

#### Mason - Building

02/01/2025

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 12

#### ENTIRE COUNTIES

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

#### WAGES

Per hour 07/01/2024

Tile/Marble/Terrazzo

Setter	\$ 37.71
Finisher	29.38

#### SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman Setter	\$ 21.83
Journeyman Finisher	18.87

#### 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

Hour Terms at the following percentage of Journeyman's wage

Setter:	
1st term 0-500 hrs	60%
2nd term 501-1500 hrs	70%
3rd term 1501-2500 hrs	80%
4th term 2501-3500 hrs	85%
5th term 3501-4500 hrs	90%
6th term 4501-6000 hrs	95%

Finisher:

1st term 0-500 hrs	70%
2nd term 501-1500 hrs	80%
3rd term 1501-2500 hrs	90%
4th term 2501-3700 hrs	95%

Supplemental Benefits per hour worked

07/01/2024

Setter:

1st term 0-500 hrs	\$ 12.98
2nd term 501-1500 hrs	12.98
3rd term 1501-2500 hrs	17.40
4th term 2501-3500 hrs	17.40
5th term 3501-4500 hrs	19.61
6th term 4501-6000 hrs	21.83

Finisher:

1st term 0-500 hrs	\$ 12.22
2nd term 501-1500 hrs	12.22
3rd term 1501-2500 hrs	15.54
4th term 2501-3700 hrs	15.54

12-2TS.1

**Mason - Building**

**02/01/2025**

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 12

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

**WAGES**

Per hour 07/01/2024

Bricklayer	\$ 41.04
Cement Mason(Bldg)	41.04
Plasterer/Fireproofing*	41.04
Pointer/Caulker/Cleaner	41.04
Stone Mason	41.04
Acid Brick	41.04

(\*)Fireproofing of Structural only.

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman \$ 23.58

**OVERTIME PAY**

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

**HOLIDAY**

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour

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

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

Supplemental Benefits per hour worked

All Terms \$ 23.58

12-2b.1

**Mason - Heavy&Highway**

**02/01/2025**

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT** 12

**ENTIRE COUNTIES**

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

### PARTIAL COUNTIES

Onondaga: For Heavy & Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&Highway tag 12-2h/h on.

### WAGES

Per hour

07/01/2024

Mason &  
Bricklayer

\$ 42.26

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

### SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman

\$ 22.43

### 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

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

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

Supplemental Benefits per hour worked

0 to 500 Hours	\$ 13.68
All Other	22.43

12-2hh.1

### Millwright

02/01/2025

**JOB DESCRIPTION** Millwright

**DISTRICT** 6

### ENTIRE COUNTIES

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

### WAGES

THE FOLLOWING RATE APPLIES TO ANY GAS/STEAM TURBINE AND OR RELATED COMPONENT WORK, INCLUDING NEW INSTALLATIONS OR MAINTENANCE AND ANY/ALL WORK PERFORMED WITHIN THE PROPERTY LIMITS OF A NUCLEAR FACILITY.

Per hour:	07/01/2024	07/01/2025
Millwright - Power Generation	\$ 45.00	Additional \$2.50*

\* To be allocated at a later date.

NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive an additional \$1.75 per hour provided they are directed to perform Certified Welding.
- If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) is required, then that employee shall receive an additional \$1.50 per hour.
- An employee performing the work of a machinist shall receive an additional \$2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00 per hour.

### SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker \$ 27.95\*

\*NOTE: Subject to OT premium

## OVERTIME PAY

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

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

## REGISTERED APPRENTICES

WAGES per hour: One year terms at the following percentage of Journeyworker's wage:

Appr. 1st year	65 %*
Appr. 2nd year	75 %*
Appr. 3rd year	80 %*
Appr. 4th year	90 %*

\*NOTE: Additional premium for the following work listed below:

Certified Welder	\$ 1.75
Hazardous Waste Work	1.50
Machinist	2.00
Underground (500' and below)	1.00

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 11.89
Appr. 2nd year	23.14
Appr. 3rd year	24.74
Appr. 4th year	26.35

6-1163Power

## Millwright

02/01/2025

**JOB DESCRIPTION** Millwright

**DISTRICT** 2

## ENTIRE COUNTIES

Albany, Chenango, Delaware, Fulton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie

## WAGES

Per hour:	07/01/2024	07/01/2025
		Additional
Building	\$ 39.00	\$ 2.50*
Heavy & Highway	42.50	2.50*

\*To be allocated at a later date

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive \$1.75 per hour in addition to the current Millwrights rate provided he/she is directed to perform certified welding.
- For Building work if a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a \$1.50 premium per hour for Building work.
- For Heavy & Highway work if the work is performed at a State or Federally designated hazardous waste site where employees are required to wear protective gear, the employees performing the work shall receive an additional \$2.00 per hour over the millwright heavy and highway wage rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive \$2.00 per hour in addition to the current Millwrights rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00.

## SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 27.25
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## OVERTIME PAY

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

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

## REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th
65%	75%	80%	90%

Supplemental Benefits per hour:

Apprentices:

1st term	\$ 11.89
2nd term	22.64
3rd term	24.18
4th term	25.71

2-1163.1

## Operating Engineer - Building

02/01/2025

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT** 1

### ENTIRE COUNTIES

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

### PARTIAL COUNTIES

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

### WAGES

NOTE:

- In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.
- If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C

CLASS A1\*: All cranes that require A NYS crane license, tower cranes\*\*(including self erecting), hydraulic cranes, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom trucks, cherry pickers, overhead cranes (gantry or saddle type), truck cranes

CLASS A:

Shovel, Excavators 18,001 lbs. and above(including rubber tire full swing), Gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant, and tractor road paver, boom trucks 5 tons and under, maintenance engineer, self-contained crawler drill-hydraulic rock drill, Profiler/Milling machine.

CLASS B:

Excavators 18,000 lbs. and under, Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, self-propelled soil compactor (fill roller), asphalt roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, core and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinky locomotive, skid steer loader, track excavator 5/8 cubic yard or smaller, front end rubber tired loader under four cubic yards, vacuum machine (mounted or towed).

CLASS C:

Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, beltcrete power pack (belcrete system), seeding, and mulching machines, pumps, rotating telehandler (that does not require NYS crane license).

WAGES per hour

	07/01/2024	07/01/2025
Class A1*	\$ 53.11	\$ 55.42
Class A	52.62	54.93
Class B	51.60	53.91
Class C	48.70	51.01

(\*) TONNAGE RATING PREMIUMS:

Note: Additional value subject to same premiums as shown for OT

All cranes 1000 tons and over, A1 rate plus \$7.00  
All cranes 800-999 tons, A1 rate plus \$6.00  
All cranes 600-799 tons, A1 rate plus \$5.00  
All cranes 400-599 tons, A1 rate plus \$4.00  
All cranes 200-399 tons, A1 rate plus \$3.00  
All cranes 111-199 tons, A1 rate plus \$2.25  
All cranes 110 tons and under, A1 rate only

(\*\*)Additional \$0.50 per hr on A1 rate for Tower Cranes (no tonnage premiums apply)  
Additional \$2.50 per hr over B rate for Nuclear Leader work.  
Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

#### SUPPLEMENTAL BENEFITS

Per hour

	07/01/2024	07/01/2025
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Journeyworker	\$ 32.40	\$ 33.50
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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

NOTE: All hours worked on designated holidays shall be paid a double the hourly rate of pay plus 8 hours of straight time.

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

#### REGISTERED APPRENTICES

Wages per hour

1000 hours terms at the following percentage of Journeyworker's wage Class B

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

Supplemental Benefits per hour worked

	07/01/2024	07/01/2025
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All terms	\$ 27.70	\$ 28.80
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1-158 Alb

#### Operating Engineer - Heavy&Highway

02/01/2025

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway

**DISTRICT** 1

#### ENTIRE COUNTIES

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

#### PARTIAL COUNTIES

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

#### WAGES

NOTE:

— In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.

— If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C

CLASSIFICATION A1\*: All Cranes that require a NYS Crane License; tower cranes(including self erecting)\*\*; hydraulic cranes, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom trucks, cherry pickers, overhead cranes (gantry or saddle type), truck cranes

CLASSIFICATION A:

Asphalt Curb Machine (Self Propelled, Slipform), Asphalt Paver, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Blacktop Roller, Boom truck, GPS operated Bull Dozer, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self Propelled, Slipform), Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose Hydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, PB-4 and similar type, Power Grader, Profiler/Milling Machine (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Rotating Telehandler, Scraper (Including Challenger Type), Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn BeltType Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

**CLASSIFICATION B:**

Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (Non-Automated), Blast or Rotary Drill (Truck or Tractor Mounted), Brokk, Boring Machine, Cage Hoist, Central Mix Plant [(Non-Automated) and All Concrete Batching Plants], Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, Hi Pressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Material handling knuckle boom, Mini Excavator (under 18,000 lbs.), Mixer (for stabilized base self-propelled), Monorail Machine, Plant Engineer, Prentice Loader, Profiler/Milling Machine (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vacuum machine (mounted or towed), Vermeer saw (ride on, any size or type), Welder, Winch, Winch Cat

**CLASSIFICATION C:**

A Frame Winch Hoist on Truck, Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving Machine (ride on), Ballast Regulator(Ride-on), Boiler (used in conjunction with production), Bituminous Heater (self-propelled), Boat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16' and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill (Core and Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunit Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinus Widener, Roller (Grade and Fill), Scarifier (ride-on), Shell Winder, Skid steer loader (Bobcat or similar; including all attachments), Span-Saw (ride-on), Steam Cleaner, Tamper (ride-on), Tie Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point, and the following hands-off equipment: Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants and Heaters

**WAGES per hour**

	07/01/2024	07/01/2025
Class A1*	\$ 57.90	\$ 60.30
Class A	54.90	57.30
Class B	53.99	56.39
Class C	51.42	53.82

**(\*) TONNAGE RATING PREMIUMS:**

Cranes over 1000 tons, A1 rate plus \$7.00

Cranes from 800-999 tons, A1 rate plus \$6.00

Cranes from 600-799 tons, A1 rate plus \$5.00

Cranes from 400-599 tons, A1 rate plus \$4.00

Cranes from 200-399 tons, A1 rate plus \$3.00

Cranes from 111-199 tons, A1 rate plus \$2.00

Cranes from 65-110 tons, A1 rate plus \$1.50

Cranes from 0-64 Tons, A1 rate only

NOTE: Additional value subject to same premiums as shown for OT

**(\*\*) Tower Cranes, A1 rate plus \$3.00 (no tonnage premiums apply)**

– Cranes in Luffer Configuration, A1 rate plus \$5.00

– Cranes with external ballast (tray or wagon), A1 rate plus \$5.00

NOTE: Additional value subject to same premiums as shown for OT

Additional \$2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection.

**SHIFT WORK**

Additional \$2.50 per hour for All Employees who work a single irregular work shift, of at least 5 consecutive days, starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

**SUPPLEMENTAL BENEFITS**

Per hour

	07/01/2024	07/01/2025
Journeyworker	\$ 32.60	\$ 33.70

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

#### HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it will be observed on Monday. If the observed Monday Holiday is worked, pay shall be double time plus Holiday pay for time worked. If the Holiday falls on a Saturday and is worked pay shall be double time plus Holiday pay for time worked. If the Holiday falls on a Saturday employer can choose to observe the paid holiday Saturday or give Friday off with holiday pay.

#### REGISTERED APPRENTICES

Wages per hour

1000 hours terms at the following percentage of Journeyworker's wage Class B

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

Supplemental Benefits per hour worked

	07/01/2024	07/01/2025
All Terms	\$ 27.45	\$ 28.30

1-158H/H Alb

#### Operating Engineer - Marine Dredging

02/01/2025

**JOB DESCRIPTION** Operating Engineer - Marine Dredging

**DISTRICT 4**

#### ENTIRE COUNTIES

Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

#### WAGES

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour: 07/01/2024

CLASS A1 \$ 45.26

Deck Captain, Leverman,  
Mechanical Dredge Operator,  
Licensed Tug Operator 1000HP or more.

CLASS A2 40.33

Crane Operator (360 swing)

CLASS B To conform to Operating Engineer  
Dozer, Front Loader Prevailing Wage in locality where work  
Operator on Land is being performed including benefits.

CLASS B1 39.14

Derrick Operator (180 swing)  
Spider/Spill Barge Operator  
Operator II, Fill Placer, Engineer  
Chief Mate, Electrician, Chief Welder,  
Maintenance Engineer, Licensed Boat, Crew Boat Operator

CLASS B2 36.84

Certified Welder

CLASS C1 35.83

Drag Barge Operator,  
Steward, Mate,  
Assistant Fill Placer

CLASS C2 34.68



Boat Operator

CLASS D 28.81

Shoreman, Deckhand, Oiler,  
Rodman, Scowman, Cook,  
Messman, Porter/Janitor

**SUPPLEMENTAL BENEFITS**

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B \$ 12.00 plus 7%  
of straight time  
wage, Overtime hours  
add \$ 0.63

All Class C & D \$ 11.75 plus 7%  
of straight time  
wage, Overtime hours  
add \$ 0.50

**OVERTIME PAY**

See (B2, F, R) on OVERTIME PAGE

**HOLIDAY**

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

4-25a-MarDredge

**Operating Engineer - Survey Crew**

**02/01/2025**

**JOB DESCRIPTION** Operating Engineer - Survey Crew

**DISTRICT** 12

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

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

**WAGES**

These rates apply to Building, Tunnel and Heavy Highway.

Per hour:

**SURVEY CLASSIFICATIONS:**

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2024

Party Chief \$ 50.65  
Instrument Person 46.54  
Rod Person 34.55

Additional \$3.00/hr. for Tunnel Work

Additional \$2.50/hr. for Hazardous Work Site

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 29.75

**OVERTIME PAY**

See (B, E, P, \*X) on OVERTIME PAGE

\*Note: \$25.10/Hr. Only for "ALL" premium hours paid when worked.

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2024

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 21.53 / PHP \$18.45
1001-2000	24.55 / " 20.45
2001-3000	27.58/ " 22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

**Operating Engineer - Survey Crew - Consulting Engineer**

**02/01/2025**

**JOB DESCRIPTION** Operating Engineer - Survey Crew - Consulting Engineer

**DISTRICT** 12

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

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

**WAGES**

These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:

**SURVEY CLASSIFICATIONS:**

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2024

Party Chief	\$ 50.65
Instrument Person	46.54
Rod Person	34.55

Additional \$3.00/hr. for Tunnel Work.

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

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 29.75
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**OVERTIME PAY**

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

\*Note: \$25.10/Hr. Only for "ALL" premium hours paid when worked.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2024

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 21.53 / PHP \$18.45
1001-2000	\$ 24.55 / " 20.45
2001-3000	\$ 26.98 / " 22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

## Operating Engineer - Tunnel

02/01/2025

### JOB DESCRIPTION Operating Engineer - Tunnel

DISTRICT 7

#### ENTIRE COUNTIES

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

#### PARTIAL COUNTIES

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

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

#### WAGES

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine(Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel.

CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant(non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self-propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Vacuum Machine (mounted or towed); Welder; Winch; Winch Cat.

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

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

Per hour:	07/01/2024	07/01/2025
CLASS A	\$ 55.91	\$ 58.44
CLASS B	54.69	57.22
CLASS C	51.90	54.43
CLASS D	48.89	51.42

Additional \$5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection.

#### CRANES:

Crane 1: All cranes, including self-erecting.

Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks.

Crane 1	\$ 59.91	\$ 62.44
Crane 2	58.91	61.44
Crane 3	57.91	60.44

#### SUPPLEMENTAL BENEFITS

Per hour:

\$ 25.05	\$ 25.90
+ 9.85*	+ 10.10*

\* This portion of benefits subject to same premium rate as shown for overtime wages.

#### OVERTIME PAY

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

#### HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Sunday, it shall be observed on Monday.

#### REGISTERED APPRENTICES

WAGES:(1000) hours terms at the following percentage of Journeyworker's Class B wage.

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

SUPPLEMENTAL BENEFITS per hour: Same as Journeyworker

7-158-832TL.

#### Painter

02/01/2025

#### JOB DESCRIPTION Painter

DISTRICT 1

#### ENTIRE COUNTIES

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

#### WAGES

Per hour

07/01/2024

Painter\Wallcovers	\$ 32.03**
Drywall Finishers	32.03**
Spray Rate	32.03**
Structural Steel*	33.03**
Lead Abatement	33.03**
Lead Abatement on Structural Steel	34.03**

(\*)Employees working on objects with the use of swing stage, boatswain chair, pick and cables only will be paid at Structural Steel rate.

(\*\*) Plus Additional \$1.25 per hour not subject to Overtime/Premiums

Bridge Painter

See Bridge Painter rates for the following work:

All Bridges and Tanks

#### SHIFT WORK

THE FOLLOWING ADDITIONAL HOURLY RATE WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT(S) OR SINGULAR IRREGULAR SHIFT WHEN THE SHIFT STARTS BETWEEN THE HOURS LISTED BELOW:

2:30 PM to 6:00 AM	PLUS \$1.00 to the applicable rate, and this is not subject to overtime
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#### SUPPLEMENTAL BENEFITS

Per hour

Journeyworker	\$ 20.51
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#### OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6) on HOLIDAY PAGE  
Note: If the holiday falls on Sunday, it shall be observed on Monday.

## REGISTERED APPRENTICES

Wages per hour

1000 hour terms at the following percentage of Journeyworker's base wage  
Apprentice rate is calculated on the rate before the \$1.25 is added, then add the \$1.25

1st	2nd	3rd	4th	5th	6th
\$15	50%	60%	70%	80%	90%

Supplemental Benefits per hour

All Terms \$ 20.51

1-201-P

## Painter - Bridge & Structural Steel

02/01/2025

**JOB DESCRIPTION** Painter - Bridge & Structural Steel

**DISTRICT** 8

## ENTIRE COUNTIES

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

## WAGES

Per Hour:

STEEL:

Bridge Painting: 07/01/2024  
\$ 56.00  
+ 10.35\*

ADDITIONAL \$7.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

\* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (50 hour cap).

NOTE: Generally, 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.

## SHIFT WORK

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

## SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker: \$ 12.43  
+ 31.55\*

\* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (50 hour cap).

## OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

## HOLIDAY

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

## REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms.

1st year	\$ 22.40 + 4.14
2nd year	\$ 33.60 + 6.21
3rd year	\$ 44.80 + 8.28
Supplemental Benefits - Per hour:	
1st year	\$ 1.16 + 12.62
2nd year	\$ 7.46 + 18.93
3rd year	\$ 9.94 + 25.24

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

### Painter - Line Striping

02/01/2025

#### JOB DESCRIPTION Painter - Line Striping

DISTRICT 8

#### ENTIRE COUNTIES

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

#### WAGES

Per hour:

Painter (Striping-Highway):	07/01/2024	04/01/2025	04/01/2026
Striping-Machine Operator*	\$ 34.12	\$ 35.49	\$ 36.93
Linerman Thermoplastic	41.12	42.74	44.44

Note: \* Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

#### SHIFT WORK

When directly specified in public agency or authority contract documents there shall be a 30% night shift premium pay differential for all work performed after 9:00pm and before 5:00am.

#### SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker:

Striping Machine Operator:	\$23.65	\$ 24.30	\$ 24.95
Linerman Thermoplastic:	23.65	24.30	24.95

#### OVERTIME PAY

See (B, B2, E2, F, S) on OVERTIME PAGE

#### HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE  
Overtime: See (5, 20) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

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

	07/01/2024	01/01/2025	04/01/2025	04/01/2026
1st Term:	\$ 16.00	\$ 16.50	\$ 16.50	\$ 16.50
2nd Term:	20.47	20.47	21.29	22.16
3rd Term:	27.30	27.30	28.39	29.54

Supplemental Benefits per hour:

All terms:	\$ 23.65	\$ 23.65	\$ 24.30	\$ 24.95
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**Painter - Metal Polisher****02/01/2025**

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**JOB DESCRIPTION** Painter - Metal Polisher**DISTRICT** 8**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**

07/01/2024

Metal Polisher	\$ 39.33
Metal Polisher*	40.43
Metal Polisher**	43.33

\*Note: Applies on New Construction &amp; complete renovation

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

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2024

Journeyworker:

All classification \$ 12.79

**OVERTIME PAY**

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

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

Wages per hour:

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

07/01/2024

1st year	\$ 19.67
2nd year	21.63
3rd year	23.60
1st year*	\$ 22.06
2nd year*	22.07
3rd year*	24.14
1st year**	\$ 22.17
2nd year**	24.13
3rd year**	26.10

\*Note: Applies on New Construction &amp; complete renovation

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

Supplemental benefits:

Per hour:

1st year	\$ 8.69
2nd year	8.69
3rd year	8.69

8-8A/28A-MP

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**Plumber****02/01/2025**

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**JOB DESCRIPTION** Plumber**DISTRICT** 1**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Hamilton: Only the Towns of Arietta, Benson, Hope, Inlet, Lake Pleasant, Morehouse and Wells.

Saratoga: Only the Towns of Charlton, Clifton Park, Galway, Halfmoon, Milton, Stillwater and Waterford and the city of Mechanicville.

## WAGES

Per hour:

07/01/2024

Plumber:

Pipefitter, Steamfitter

\$ 53.06

## SUPPLEMENTAL BENEFITS

Per hour

Journeyworker

\$ 28.68

## OVERTIME PAY

See (B1, Q) on OVERTIME PAGE

## HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6) on HOLIDAY PAGE

Note: Whenever a Holiday falls on Saturday, the preceding day, Friday, shall be observed as the Holiday. If a Holiday falls on a Sunday, the following day, Monday shall be observed as the Holiday.

## REGISTERED APPRENTICES

Wages per hour

One year terms at the following wage rate.

1st	2nd	3rd	4th	5th
\$ 24.43	\$ 29.63	\$ 34.84	\$ 40.05	\$ 47.85

Supplemental Benefits per hour:

All Terms

\$ 23.34

1-7-SF

## Roofer

02/01/2025

**JOB DESCRIPTION** Roofer

**DISTRICT** 1

## ENTIRE COUNTIES

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

## WAGES

Per hour

07/01/2024

07/01/2025

Additional

Roofer/Waterproofer

\$ 37.05

\$ 1.75\*

Asphalt Cold Process

37.55

Fluid Applied Roof

37.55

Pitch & Asbestos

39.05

(\*) To be allocated at a later date

## SHIFT WORK

Shift Work:

On government mandated shift work starting after 12:00pm and before 4:00am workers shall be paid \$4.00 additional per hour

## SUPPLEMENTAL BENEFITS

Per hour

Journeyworker

\$ 23.52

## OVERTIME PAY

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

## HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6) on HOLIDAY PAGE

Note: When any Holiday falls on Saturday, the Friday before such Holiday shall be recognized as the legal Holiday. When a Holiday falls on Sunday, it shall be observed the following Monday.

## REGISTERED APPRENTICES

Wages per hour

Apprentice terms at the following per cent of the Roofer/Waterproofer rate. For Pitch & Asbestos work, an additional \$2.00 must be paid in wages. For Asphalt Cold Process work and Fluid Applied Roof coating, an additional \$0.50 must be paid in the wages.



1st Term 58% + \$ 3.00  
1500 hrs.

2nd Term 74% + \$ 3.00  
1 yr. and 1500 hrs. as 1st term.

3rd Term 90%  
1 yr. and 1500 hrs. as 2nd term.

3rd Term complete at 1 yr and 1050 hrs. as 3rd term

Supplemental Benefits per hour worked

1st Term \$ 18.94  
2nd Term 19.37  
3rd Term 22.85

1-241

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**Sheetmetal Worker****02/01/2025**

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**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour

07/01/2024

Sheetmetal Worker \$ 40.52

All work requiring HAZWOPER Training additional \$1.00 per hour.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyworker \$ 37.27

**OVERTIME PAY**

See ( B,E,E5,Q ) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

Wages per hour

6 Month Terms at the following rate:

1st term \$ 22.71  
2nd term 24.57  
3rd term 25.49  
4th term 26.42  
5th term 25.12  
6th term 26.34  
7th term 28.36  
8th term 30.39  
9th term 32.42  
10th term 34.44

Supplemental Benefits per hour

1st term \$ 23.21  
2nd term 23.82  
3rd term 24.13  
4th term 24.58  
5th term 31.59

6th term	32.04
7th term	32.79
8th term	33.56
9th term	34.32
10th term	35.07

1-83

## Sprinkler Fitter

02/01/2025

**JOB DESCRIPTION** Sprinkler Fitter

**DISTRICT** 1

### ENTIRE COUNTIES

Albany, Rensselaer, Saratoga, Schenectady, Warren

### WAGES

Per hour 07/01/2024

Sprinkler \$ 44.73  
Fitter

### SUPPLEMENTAL BENEFITS

Per hour

Journeyworker \$ 27.05

### OVERTIME PAY

See (B, H) on OVERTIME PAGE

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

### REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 20.47	\$ 22.74	\$ 24.76	\$ 27.04	\$ 29.31	\$ 31.59	\$ 33.86	\$ 36.13	\$ 38.41	\$ 40.68

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 9.18	\$ 9.18	\$ 20.90	\$ 20.90	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15

1-669-3

## Teamster - Building

02/01/2025

**JOB DESCRIPTION** Teamster - Building

**DISTRICT** 1

### ENTIRE COUNTIES

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

### PARTIAL COUNTIES

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

### WAGES

GROUP # A:

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

GROUP # B:

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

WAGES per hour

07/01/2024

07/01/2025

Group A	\$ 32.13	\$ 33.65
Group B	32.43	33.95

### SUPPLEMENTAL BENEFITS

Per hour	07/01/2024	07/01/2025
Journeyworker	\$ 29.58	\$ 30.56

#### OVERTIME PAY

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

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

1-294

### Teamster - Heavy&Highway

02/01/2025

**JOB DESCRIPTION** Teamster - Heavy&Highway

**DISTRICT** 1

#### ENTIRE COUNTIES

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

#### PARTIAL COUNTIES

Chenango: Entire county except the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.

Lewis: Only the Township of Grieg, Lewis, Leyden, Lowville, Lyonsdale, Martinsburg, Turin, West Turin and Watson.

Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida

Otsego: Entire county EXCEPT Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unidilla and Worchester.

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

#### WAGES

##### GROUP #1:

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

##### GROUP #2:

Tandems and Batch Trucks, Mechanics, Dispatcher.

##### GROUP #3:

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

##### GROUP #4:

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

##### GROUP #5:

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

WAGES per hour 07/01/2024

Group #1	\$ 39.75
Group #2	39.81
Group #3	39.90
Group #4	40.03
Group #5	40.19

Hazardous waste projects that require a Level C or greater protection shall be paid an additional \$ 1.00 per hour.

#### SHIFT WORK

All employees who work a single irregular work shift starting between 5pm and 1 am on governmental mandated night shifts shall be paid an additional \$1.50 per hour.

#### SUPPLEMENTAL BENEFITS

Per hour:

\$ 28.97  
+\$1.00 per\*  
hour worked

(\*) not applicable to paid holidays

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

#### HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

1-294h/h

<b>Welder</b>	<b>02/01/2025</b>
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**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 07/01/2024

Welder: To be paid the same rate of the mechanic performing the work.\*

\*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

**OVERTIME PAY**

**HOLIDAY**

1-As Per Trade

## Overtime Codes

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

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- ( AA ) Time and one half of the hourly rate after 7 and one half hours per day
- ( A ) Time and one half of the hourly rate after 7 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
- ( B3 ) Time and one half of the hourly rate after 40 straight hours per week
- ( C ) Double the hourly rate after 7 hours per day
- ( C1 ) Double the hourly rate after 7 and one half hours per day
- ( D ) Double the hourly rate after 8 hours per day
- ( D1 ) Double the hourly rate after 9 hours per day
- ( E ) Time and one half of the hourly rate on Saturday
- ( E1 ) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- ( E2 ) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( 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
- ( 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
- ( E5 ) Double time after 8 hours on Saturdays
- ( 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
- ( 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
- ( U ) Four times the hourly rate for Holidays
- ( V ) Including benefits at SAME PREMIUM as shown for overtime
- ( W ) Time and one half for benefits on all overtime hours.
- ( X ) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

## Holiday Codes

### PAID Holidays:

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

### OVERTIME Holiday Pay:

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

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

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

( 29 )      Juneteenth



**New York State Department of Labor - Bureau of Public Work**  
**State Office Building Campus**  
**Building 12 - Room 130**  
**Albany, New York 12226**

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

**This Form Must Be Typed**

Submitted By:

(Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

**A. Public Work Contract to be let by:** (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone

Fax

E-Mail:

2. NY State Units (see Item 5).

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University  
Construction Fund

☐ 05 Mental Hygiene  
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,  
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State  
(Describe)

3. SEND REPLY TO ☐ (check if new or change)  
Name and complete address:

Telephone

Fax

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR  
THIS PROJECT :

OFFICE USE ONLY

**B. PROJECT PARTICULARS**

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project:  
Location on Site

Route No/Street Address

Village or City

Town

County

7. Nature of Project - Check One:

- ☐ 1. New Building  
☐ 2. Addition to Existing Structure  
☐ 3. Heavy and Highway Construction (New and Repair)  
☐ 4. New Sewer or Waterline  
☐ 5. Other New Construction (Explain)  
☐ 6. Other Reconstruction, Maintenance, Repair or Alteration  
☐ 7. Demolition  
☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

☐ Construction (Building, Heavy  
Highway/Sewer/Water)

☐ Tunnel

☐ Residential

☐ Landscape Maintenance

☐ Elevator maintenance

☐ Exterminators, Fumigators

☐ Fire Safety Director, NYC Only

☐ Fuel Delivery

☐ Guards, Watchmen

☐ Janitors, Porters, Cleaners,  
Elevator Operators

☐ Moving furniture and  
equipment

☐ Trash and refuse removal

☐ Window cleaners

☐ Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

**Signature**





NEW YORK STATE DEPARTMENT OF LABOR  
Bureau of Public Work - Debarment List

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

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

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

**Debarment Database:** To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://apps.labor.ny.gov/EDList/searchPage.do>

**For inquiries please call 518-457-5589.**



**NYSDOL Bureau of Public Work Debarment List    01/31/2025**

**Article 8**

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****5784	A.J.M. TRUCKING, INC.		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL		AKHLAQ OULAKH		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL	*****8387	AMERICAN PAVING & MASONRY, CORP.		8 FOREST AVE GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL	*****8654	AMERICAN PAVING, INC.		8 FORREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO STANCO		8 FOREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTHONY MONGELLI		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	DOL		B&L RENOVATION CO.		618 OCEAN PARKWAY APT A6BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL	*****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTI ON	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	NYC		CHARLES ZAHRADKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****2281	CORRAO TRUCKING, INC.		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027

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DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARWIN PEGUESE		6400 BALTIMORE NATIONAL SUITE 602CANTONSVILLE NY 21228	10/24/2024	10/24/2029
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL		EMIL KISZKO		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION CORP.		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION LLC		4192 SIR ANDREW CIRCLE DOYLESTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****2998	G.E.M. AMERICAN CONSTRUCTION CORP.		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		GIOVANNI NAPOLITANO		2501 BAYVIEW AVENUE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DA	*****4760	GTX CONSTRUCTION ASSOCIATES, CORP		2501 BAYVIEW AVE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****2397	ISLAND BREEZE MARINE, INC.		6400 BALTIMORE NATIONAL CANTONSVILLE MD 21228	10/24/2024	10/24/2029
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027

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DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028

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DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KEAN INDUSTRIES, LLC		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		KMA GROUP II, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	*****1833	KMA GROUP INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN		2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MAQSOOD AHMAD		618 OCEAN PKWY BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL	*****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NELCO CONTRACTING, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027



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DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTION, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PETER STEVENS		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RD POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070 SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070 SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	NYC	*****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL	*****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DA		SILVANO TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003

**NYSDOL Bureau of Public Work Debarment List 01/31/2025**

**Article 8**

DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED MUHAMMAD S. JAFRI A/K/A SHARRUKH JAFRI		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****2426	THE MATRUKH GROUP, INC.		4307 28TH AVE PO BOX 9082ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	*****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL		VINCENT CORRAO		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL	*****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL		WILLIAM SCRIVENS		4192 SIR ANDREW CIRCLE DOYELSTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028



# CERTIFICATE OF SUBSTANTIAL COMPLETION

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PROJECT: \_\_\_\_\_

DATE OF ISSUANCE: \_\_\_\_\_

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OWNER: \_\_\_\_\_

OWNER's Contract No.: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

ENGINEER: \_\_\_\_\_

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This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

TO: \_\_\_\_\_  
OWNER

And To \_\_\_\_\_  
CONTRACTOR

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The Work to which this Certificate applies has been inspected by authorized representative 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 within \_\_\_\_\_ days of the above date of Substantial Completion.

From the date of Substantial Completion the responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

RESPONSIBILITIES:

OWNER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

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The following documents are attached to and made a part of this Certificate:

[For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.]

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This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

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Executed by ENGINEER on \_\_\_\_\_, 20

\_\_\_\_\_  
ENGINEER

By: \_\_\_\_\_  
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on \_\_\_\_\_, 20

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_  
(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on \_\_\_\_\_, 20

\_\_\_\_\_  
ENGINEER

By: \_\_\_\_\_  
(Authorized Signature)

**CHANGE ORDER**

NO. \_\_\_\_\_

PROJECT: \_\_\_\_\_

DATE OF ISSUANCE: \_\_\_\_\_ EFFECTIVE DATE: \_\_\_\_\_

OWNER: \_\_\_\_\_

OWNER'S Contract No. \_\_\_\_\_

CONTRACTOR \_\_\_\_\_ ENGINEER \_\_\_\_\_

You are directed to make the following changes in the Contract Documents.

Description: \_\_\_\_\_

Reason for Change Order: \_\_\_\_\_

Attachments: \_\_\_\_\_

<b>CHANGE ORDER IN CONTRACT PRICE:</b>	<b>CHANGE IN CONTRACT TIMES:</b>
Original Contract Price:	Original Contract Times
\$ _____	Substantial Completion: _____
	Ready for final payment: _____ (days or dates)
Net changes from previous Change Orders No. _____ to _____	Net changes from previous Change Orders No. _____ to _____
\$ _____	_____ days
Contract price prior to this Change Order:	Contract Times prior to this Change Order
\$ _____	Substantial Completion: _____
	Ready for final payment: _____
Net increase (decrease) of this Change Orders	Net increase (decrease) of this Change Orders
\$ _____	_____ days
Contract price with all approved Change Orders:	Contract Times with all approved Change Orders
\$ _____	Substantial Completion: _____
	Ready for final payment: _____

This change order represents full and complete compensation for all costs relative to the change itself and all other impacts on the project. Contractor hereby acknowledges that it has considered and priced into this change order impacts beyond the scope of the individual change order and waives all claims otherwise.

<b>RECOMMENDED:</b>	<b>APPROVED:</b>	<b>ACCEPTED:</b>
BY: _____ Engineer (Authorized Signature)	BY: _____ Owner (Authorized Signature)	BY: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____



## CHANGE ORDER REQUEST (PROPOSAL)

Project: \_\_\_\_\_

Change Order Request Number: \_\_\_\_\_

To: \_\_\_\_\_

From (Contractor): \_\_\_\_\_

Re: \_\_\_\_\_

Date: \_\_\_\_\_

A/E Project Number: \_\_\_\_\_

Contract For: \_\_\_\_\_

This change Order Request (C.O.R.) contains an itemized quotation for changes in the Contract Sum or Contract Time in response to proposed modifications to the Contract Documents based on Proposal Request No. \_\_\_\_\_.

Description of Proposed Change:

Attached supporting information from: ☐ Subcontractor ☐ Supplier ☐ \_\_\_\_\_ ☐ \_\_\_\_\_

Reason for Change:

Does Proposed Change involve a change in Contract Sum? ☐ No ☐ Yes [Increase] [Decrease] \$ \_\_\_\_\_

Does Proposed Change involve a change in Contract Time? ☐ No ☐ Yes [Increase] [Decrease] \_\_\_\_\_ days

Attached pages: ☐ Proposal Worksheet Summary: \_\_\_\_\_  
☐ Proposal Worksheet Detail(s): \_\_\_\_\_

Signed by:

Copies: ☐ Owner ☐ Consultants ☐ \_\_\_\_\_ ☐ \_\_\_\_\_ ☐ \_\_\_\_\_ ☐ \_\_\_\_\_ ☐ File







## FINAL RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor, materials, supplies, or equipment supplied to \_\_\_\_\_ Contractor, or to any subcontractor, in the construction or repair of the improvements upon the property located at:

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and furnished in the execution and fulfillment of contract between said Contractor and \_\_\_\_\_, Owner, dated \_\_\_\_\_, do (does) hereby release and waive any and all claims, liens, and lien rights, or any kind, nature, or description whatsoever, against said property and the Owner thereof, and against said Contractor.

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\_\_\_\_\_  
General Contractor's Representative



## NOTICE OF AWARD

Date:

To:

Address:

Project:

Owner's Contract Number:

Contract for: *(Insert name of Contract as it appears in the Bidding Documents)*

You are notified that your Bid dated *{DATE}* for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for *{INDICATE TOTAL WORK, ALTERNATES, OR SECTIONS OR WORK AWARDED}*.

{INSERT BELOW APPROPRIATE DATA IN UNIT PRICES, CHANGE LANGUAGE FOR COST-PLUS CONTRACTS}

\_\_\_\_\_copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

\_\_\_\_\_sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by {DATE}.

1. You must deliver to the OWNER *{NUMBER OF COPIES}* fully executed counterparts of the Agreement including all the Contract Documents. This includes the triplicate sets of Drawings. Each of the Contract Documents must bear your signature on (the cover) (every) page (pages {1 *through* \_}).
2. You must deliver with the executed Agreement the contract Security (Bonds) as specified in the Instructions to Bidders (paragraph 18), General Conditions (paragraph 5.1) and Supplementary Conditions (paragraph SC-5.1).
3. *{LIST OTHER CONDITIONS PRECEDENTS}*.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions. OWNER will return to you one fully signed counterpart of the Agreement the Contract Documents attached.

\_\_\_\_\_  
(OWNER)  
By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)  
\_\_\_\_\_  
(TITLE)

## ACCEPTANCE OF AWARD

\_\_\_\_\_  
(CONTRACTOR)  
By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)  
\_\_\_\_\_  
(TITLE)  
\_\_\_\_\_  
(DATE)

COPY to ENGINEER  
(Use Certified Mail.  
Return Receipt Requested)



## NOTICE TO PROCEED

Dated: \_\_\_\_\_, 20 \_\_\_\_

TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PROJECT: \_\_\_\_\_

OWNER'S CONTRACT NO. \_\_\_\_\_

CONTRACT FOR \_\_\_\_\_

(Insert name of Contract as it appears in the Bidding Documents)

You are notified that the Contract Times under the above contract will commence to run on \_\_, 20\_\_. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the dates of Substantial Completion and completion and readiness for final payment are \_\_\_\_, 20\_\_ and \_\_\_\_, 20\_\_.

Before you may start any Work at the site, paragraph 2.7 of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any Work at the site, you must (add other requirements)

\_\_\_\_\_  
(OWNER)

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

## ACCEPTANCE OF AWARD

By: \_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

Copy to ENGINEER  
(Use Certified Mail,  
Return Receipt Requested)



## SHOP DRAWING TRANSMITTAL

<b>Date Returned:</b>		<b>Date Sent:</b>		<b>Page</b> _____ <b>of</b> _____
<b>To/From: Tel. # (518) 453-4500</b>  <b>CLOUGH, HARBOUR &amp; ASSOCIATES LLP</b> <b>III Winners Circle</b> <b>Albany, New York 12205</b> <b>Attn:</b>		<b>To/From: Tel. # (     )</b>		
<b>CHA Project No.            Contract No.</b> <b>Title:</b>		<div style="border: 1px solid black; width: 100%; height: 100%;"></div> <b>For CHA's Received Stamp.</b>		
<b>Shop Drawing Data: (To be filled in by Contractor)</b>				
<b>Topic:</b> _____				
<b>Specification:</b> _____				
<i>DO NOT mix submissions from different spec divisions on this form. Fill out new form each time!</i>				
<p>The above named contractor has evaluated each item identified in this transmittal &amp; certifies it to be in conformance with the contract documents.</p> <p style="text-align: center;"><b>**THIS SUBMITTAL IS NOT BEING PRESENTED AS A SUBSTITUTION**</b></p>				
<b>Certified By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____				
ID NUMBER	QUANTITY		DESCRIPTION OF ITEM(S) BEING SUBMITTED <small>(Reference specification section and/or drawing number for each item being submitted)</small>	Engineer's Review Status
	Sent	Return		
<b>NET = NO EXCEPTIONS TAKEN            MCN = MAKE CORRECTIONS NOTED            R&amp;R = REVISE AND RESUBMIT</b> <b>REJ = REJECTED                            SSI = SUBMIT SPECIFIED ITEM            NR = NOT REVIEWED</b> <b>*RESUBMIT REQUIRED IF REVIEW STATUS IS R&amp;R, REJ, SSI</b>				
<b>Contractor's Comments:</b>			<b>Engineer's Comments:</b>	
(FOR ENGINEER'S INTERNAL USE ONLY)				
<b>Forwarded To:</b> _____		<b>Due Back to Contractor:</b> _____		
<b>Reviewed By:</b> _____		<b>Date Sent:</b> _____		
<b>Returned to Contractor By:</b> _____		<b>Date Returned:</b> _____		
(Enter Date Above)				



# SHOP DRAWING TRANSMITTAL Continuation Sheet

<b>Date Returned:</b>		<b>Date Sent:</b>		<b>Page</b> ____ <b>of</b> ____	
<b>To/From: Tel. # (518) 453-4500</b>  <b>CLOUGH, HARBOUR &amp; ASSOCIATES LLP</b> <b>III Winners Circle</b> <b>Albany, New York 12205</b> <b>Attn:</b>			<b>To/From: Tel. # (     )</b>		
<b>CHA Project No.</b> <b>Contract No.</b> <b>Title:</b>			<div style="text-align: center; padding: 20px;"> <b>INSTRUCTIONS</b>   <p>This form shall be used if additional lines are needed based upon number of items being listed in description area. Do not use this form for cover letter/transmittal.</p> </div>		
<b>Shop Drawing Data: (To be filled in by Contractor)</b>					
<b>Topic:</b> _____					
<b>Specification:</b> _____					
<i><b>DO NOT mix submissions from different spec divisions on this form. Fill out new form each time!</b></i>					

[illegible]

**NET**= NO EXCEPTIONS TAKEN

**REJ** = REJECTED

**MCN = MAKE CORRECTIONS NOTED**

**SSI** = SUBMIT SPECIFIED ITEM

**R&R = REVISE AND RESUBMIT**

**NR** = NOT REVIEWED

**\*RESUBMIT REQUIRED IF REVIEW STATUS IS R&R, REJ, SSI**

## SECTION 311000 – SITE CLEARING

### PART 1 – GENERAL

#### 1.1 SUMMARY

- A. This Section includes the following:
  - 1. Protecting existing trees, shrubs, groundcovers, plants, and grass to remain.
  - 2. Removing existing trees, shrubs, groundcovers, plants, and grass.
  - 3. Clearing and grubbing.
  - 4. Stripping and stockpiling topsoil.
  - 5. Removing above- and below-grade site improvements.

#### 1.2 DEFINITIONS

- A. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches (50 mm) in diameter; and free of subsoil and weeds, roots, toxic materials, or other non-soil materials.
- B. Tree Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and defined by the drip line of individual trees or the perimeter drip line of groups of trees, unless otherwise indicated.
- C. Grubbing: Removal of vegetation and other organic matter including stumps, buried logs, and roots.

#### 1.3 MATERIAL OWNERSHIP

- A. Except for excess stripped topsoil or other materials indicated to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

#### 1.4 SUBMITTALS

- A. Photographs or videotape, sufficiently detailed, of existing conditions of trees and plantings, adjoining construction, and site improvements that might be misconstrued as damage caused by site clearing.
- B. Record drawings, according to Section "Project Record Documents," identifying and accurately locating capped utilities and other subsurface structural, electrical, and mechanical conditions.
- C. Certification: Submit written certification by qualified arborist that trees indicated to remain have been protected during the course of construction in accordance with recognized standards and that where damage did occur, trees were promptly and properly treated. Indicate which damaged trees (if any) are incapable of retaining full growth potential and are recommended to be replaced.

#### 1.5 QUALITY ASSURANCE

- A. Stake limits of clearing, grubbing, and stripping, prior to commencing of work.

- B. Arborist Qualifications: Engage a qualified arborist who has successfully completed tree protection and trimming, to perform the following work:
  - 1. Remove branches from trees that are to remain, if required.
  - 2. Recommend procedures to compensate for loss of roots and perform initial pruning of branches and stimulation of root growth where removed to accommodate new construction.
  - 3. Recommend procedures for excavation and grading work juxtaposed to established plants.
  - 4. Perform tree repair work for damage incurred by new construction.

## 1.6 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
  - 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction. Detour routes shall be identified by adequate signs in accordance with the MUTCD.
- B. Protect areas outside limits of disturbance from encroachment by construction personnel or equipment, regardless of property Ownership. Access shall be by specific, written permission or easement only
- C. Salvageable Improvements: Carefully remove items indicated to be salvaged and deliver to storage location defined on the plans or specified here in.
- D. Utility Locator Service: Properly notify utility locator service for area where Project is located before site clearing in accordance with local protocol.
- E. Do not commence site clearing operations until temporary erosion and sedimentation control measures are in place.
- F. Contractor shall verify existing grades prior to performing work under this section. If existing grades are at variance with the drawings, notify the Owner and receive instructions prior to proceeding. No additional compensation will be considered resulting from grade variances once site clearing has commenced.

## PART 2 – PRODUCTS (NOT USED)

## PART 3 – EXECUTION

### 3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly flag, fence and protect trees and vegetation to remain or to be relocated.
- C. Remove branches from trees that are to remain, if required to clear new construction and only if specifically approved by Engineer.
  - 1. Where directed by Engineer, extend pruning operation to restore natural shape of entire tree.
  - 2. Cut branches and roots, if required, with sharp pruning instruments; do not break or chop.

- D. Protect existing site improvements to remain from damage during construction.
  - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

### 3.2 TREE PROTECTION

- A. Erect and maintain temporary fencing around tree drip line before starting site clearing. Remove fence when construction is complete.
  - 1. Do not store construction materials, debris, or excavated material within fenced area.
  - 2. Do not permit vehicles, equipment, or foot traffic within fenced area.
  - 3. Maintain fenced area free of weeds and trash.
- B. Do not machine excavate within tree drip line.
- C. Where excavation for new construction is required within tree drip line, hand clear and excavate to minimize damage to root systems. Use narrow-tine spading forks, comb soil to expose roots, and cleanly cut roots as close to excavation as possible.
- D. Do not allow exposed roots to dry out before permanent backfill is placed; provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in moist condition and temporarily support and protect from damage until permanently relocated and covered with earth.
  - 1. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.
  - 2. Coat cut faces of roots more than 1-1/2 inches in diameter with an emulsified asphalt or other approved coating formulated for use on damaged plant tissues.
  - 3. Backfill with soil as soon as possible.
  - 4. Where trenching for utilities is required within drip line, tunnel under or around roots by hand digging. Do not cut main lateral roots or tap roots; cut only smaller roots that interfere with installation of new work. Cut roots with sharp pruning instruments; do not break or chop.
- E. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations, in a manner approved by Engineer and acceptable to the Owner.
  - 1. Employ an arborist, licensed in jurisdiction where Project is located, to submit details of proposed repairs and to repair damage to trees and shrubs.
  - 2. Replace trees that cannot be repaired and restored to full-growth status, as determined by Engineer and acceptable.

### 3.3 UTILITIES

- A. Owner will arrange for disconnecting and sealing indicated utilities that serve existing structures before site clearing, when requested by Contractor.
  - 1. Verify that utilities have been disconnected and capped before proceeding with site clearing.
- B. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.
  - 1. Arrange with utility companies to shut off indicated utilities.
  - 2. Owner will arrange to shut off indicated utilities when requested by Contractor.
- C. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify Engineer and owner not less than two days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without Engineer written permission.

- D. Excavate for and remove underground utilities indicated to be removed.

### 3.4 CLEARING AND GRUBBING

- A. Completely remove obstructions, trees, shrubs, stumps, roots, grass, and other vegetation to permit installation of new construction.
  - 1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
  - 2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
  - 3. Use only hand methods for grubbing within tree protection zone.
  - 4. Chip removed tree branches and dispose of off-site.
- B. Fill depressions caused by clearing and grubbing operations in accordance with Section "Earth Moving" unless further excavation or earthwork is indicated.
  - 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches and compact each layer to a density equal to adjacent original ground.

### 3.5 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Where trees are designated to remain, stop topsoil stripping and adequate distance from the trees to prevent damage to the main root system.
- C. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.
  - 1. Remove subsoil and non-soil materials from topsoil, including trash, debris, weeds, roots, and other waste materials.
- D. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 1. Limit height of topsoil stockpiles to 72 inches.
  - 2. Do not stockpile topsoil within tree protection zones.
  - 3. Dispose of excess topsoil as specified for waste material disposal.

### 3.6 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.
- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
  - 1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut length of existing pavement to remain before removing existing pavement. Saw-cut faces vertically.
  - 2. Paint cut ends of steel reinforcement in concrete to remain to prevent corrosion.

### 3.7 DISPOSAL

- A. Burning of debris onsite is not permitted.
- B. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
  - 1. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities.
  - 2. Debris may be buried in designated onsite disposal areas to minimum depth of 3 feet below final grade. Only the following materials are suitable for on-site disposal:
- C. Dispose of all diseased Elmwood within 4 days after cutting by burning or by other methods approved by the Department of Environmental Conservation.

END OF SECTION



## SECTION 312000 – EARTH MOVING

### PART 1 – GENERAL

#### 1.1 SUMMARY

- A. This Section includes the preparation of the site, protection, excavation, embankment, drainage, dewatering, for site grading, as shown on the Drawings, and as herein specified.
- B. The Contractor shall accept the site in the condition in which it exists at the time of the award of the Contract.
- C. The Engineer shall determine the suitability of materials that are to be used in the work and should any materials encountered be unsatisfactory for the purpose intended, they shall be removed from the site at the Contractor's expense.

#### 1.2 QUALITY ASSURANCE

- A. Reference Standards:
  - 1. The latest edition of the following standards, as referenced herein, shall be applicable.
    - a. "Standard Specifications, Construction and Materials, New York State Department of Transportation, Office of Engineering."
    - b. "Standard Specifications for Highway Materials and Methods of Sampling and Testing, American Association of State Highway and Transportation Officials (AASHTO)."
- B. The Contractor shall comply with the requirements for soil erosion and sedimentation control, and other requirements of governmental authorities having jurisdiction, including the State of New York.
- C. The Contractor shall provide and pay for all costs in connection with an approved independent testing facility to determine conformance of soils and aggregate with the specifications in accordance with Section "Quality Requirements."

#### 1.3 SUBMITTALS

- A. Samples:
  - 1. The Contractor shall furnish earth materials to the testing laboratory for analysis and report, as directed by the Engineer, or as outlined in the specifications.
- B. Test Results:
  - 1. The testing laboratory shall submit written reports of all tests, investigations, and recommendations to the Contractor and the Engineer.

#### 1.4 PROJECT REQUIREMENTS

- A. Notify the Engineer of any unexpected subsurface condition.
- B. Protection of Existing Utilities:
  - 1. Locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate support and protection during earthwork operations, comply with OSHA requirements.
  - 2. Coordinate interruption and/or termination of utilities with the utility companies and the Owner.



3. Provide a minimum of 48 hours' notice to the Owner and receive written notice to proceed before interrupting any utility.
  4. Demolish and completely remove from the site any existing underground utilities designated to be removed as shown on the Drawings or as specified in Section "Site Clearing."
  5. Repair any damaged utilities as acceptable to the Engineer, at no additional cost to the Owner.
- C. Protection of Persons and Property:
1. Barricade open excavations occurring as part of this work, and post with warning lights.
  2. Operate warning lights as recommended by authorities having jurisdiction.
  3. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
  4. Perform excavation within drip-line of large trees to remain by hand and protect the root system from damage or dry out to the greatest extent possible. Maintain moist conditions for root system and cover exposed roots with burlap. Paint root cuts of 1-inch diameter and larger with emulsified asphalt tree paint.

## PART 2 – PRODUCTS

### 2.1 PRECONSTRUCTION MATERIAL QUALIFICATION TESTING

- A. A 100-pound minimum representative sample shall be obtained from each potential borrow source. If different material gradations are known to exist in the pit, samples shall be obtained for each material. Each sample shall be mixed thoroughly and reduced to test specimen size, in accordance with AASHTO T87. The test shall be performed in the order shown. Failure to pass any test is grounds for disqualification and shall lead to cessation of the test program for that material.
1. Particle Size Analysis:
    - a. Method: ASTM D422.
    - b. Number of Tests: One (1) per potential source.
    - c. Acceptance Criteria: Gradation within specified limits.
  2. Maximum Density Determination:
    - a. Method: ASTM D1557, Modified Proctor.
    - b. Number of Tests: One (1) per potential source.
  3. Re-establish gradation and maximum density of fill material if source is changed during construction.

### 2.2 MATERIALS

- A. Select Granular Material: Sound, durable, sand, gravel, stone or blends with these materials, free from organic, frozen, or other deleterious materials, conforming to the requirements of NYSDOT Section 304 and meeting the following gradation requirements (NYSDOT Type 4):

SIEVE	PERCENT PASSING
2"	100
1/4"	30 - 65
No. 40	5 - 40
No. 200	0 - 10

- B. Selected Fill: Sound, durable, sand, gravel, stone, or blends of these materials, free from organic, frozen or other deleterious materials.

<b>SIEVE</b>	<b>PERCENT PASSING</b>
4"	100
No. 40	0 - 70
No. 200	0 - 10

1. Fines passing No. 200 shall be non-plastic.
2. Particle size analysis shall show no gap grading.

## **PART 3 – EXECUTION**

### **3.1 PREPARATION**

- A. Establish required lines, levels, contours, and datum.
- B. Maintain benchmarks and other elevation control points. Re-establish, if disturbed or destroyed, at no additional cost to the Owner.
- C. Establish location and extent of utilities before commencement of grading operations.

### **3.2 EXCAVATION**

- A. Excavation shall consist, in general, of the excavation of whatever substance is encountered to the lines, grades, and sections shown on the Drawings including excavation as necessary for grading and other similar features.
- B. All suitable materials removed in excavation shall be used in the construction of embankments, subgrade, shoulders, slopes, and at such other places as directed. The Engineer shall be the sole judge of what constitutes suitable material.
- C. During construction, the grading operations shall be executed in such a manner that the excavation will be well drained at all times. All grading shall be finished on neat, regular lines conforming to the sections and contours shown on the Plans.
- D. Removal of materials beyond the indicated subgrade elevations, without authorization by the Engineer, shall be classified as unauthorized excavation and shall be performed at no additional cost to the Owner.
- E. Excavation shall be performed in proper sequence with all other associated operations.
- F. Maintain the slopes of excavation in a safe condition until completion of the grading operation.
- G. All excavation work shall be inspected and approved by the Engineer before proceeding with construction.
- H. Any excess excavation shall be removed from the site to disposal areas at the Contractor's expense.

### **3.3 FILL**

- A. All site fill shall be “selected fill” unless otherwise shown on the Drawings or directed by the Engineer. “Select granular fill” shall be placed in lieu of selected fill where directed by the Engineer.

- B. Before depositing fills, the surface of the ground shall be cleared of all refuse, brush, and large stones. Conform to Section "Site Clearing."
- C. Prior to placing fill over undistributed material, scarify to a minimum depth of 6 inches.
- D. Where fills are made on hillsides or slopes, the slope of the original ground upon which the fill is to be placed shall be plowed or scarified deeply or where the slope ratio of the original ground is steeper than 2 horizontal to 1 vertical, the bank shall be stepped or benched.
- E. The original ground shall be proof rolled until the underlying soil is thoroughly compacted to the satisfaction of the Engineer before any filling is begun. A steel-wheel tandem roller weighing 8 to 10 tons or equipment capable of obtaining the same effort shall be used to obtain a thoroughly compacted subgrade. Remove or recompact any soft or loose soils as determined by the Engineer prior to filling.
- F. A thoroughly and satisfactorily subgrade is defined as having a minimum dry density of 95 percent of the maximum density of the material used. The subgrade material shall be compacted at a moisture content suitable for obtaining the required density.
- G. Place backfill and fill materials in layers not more than 12 inches in loose depth unless shown otherwise on the Drawings. Lift height shall be governed by the ability of the compaction equipment to obtain the required compaction with 12 inches as a maximum lift height. Before compaction, moisten or aerate each layer as necessary to facilitate compaction to the required density. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost, ice, ponded water, or extraneous debris.
- H. When work is suspended during periods of freezing weather, measures shall be taken to prevent fill already in place from freezing. Upon resumption of work after any inclement weather, prepare the exposed surface by proof rolling to identify any zones of soft/loose soils. Soft/loose materials or frozen soils shall be removed and replaced by compacted granular fill.
- I. Moisture Control:
  - 1. Where fill or backfill must be moisture conditioned before compaction, uniformly apply water to the surface and to each layer of fill or backfill. Prevent ponding or other free water on surface subsequent to, or during, compaction operations.
  - 2. Remove and replace, or scarify and air dry, soil that is too wet to permit compaction to specified density. Soil that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing, or pulverizing until moisture content is reduced to a value which will permit compaction to the percentage of maximum density specified.
- J. All fill shall be thoroughly and satisfactorily compacted to 95 percent of the maximum density of material used.

### 3.4 GRADING

- A. The present and finished grade lines are shown on the Drawings. Grade over the entire area, as shown on the drawings, shall be to the finished subgrade levels. Upon completion of this work, all debris shall be cleaned out and removed from the premises.

- B. All cutting, filling, backfilling and grading necessary shall be done to bring the area to the following grade or subgrade levels:
  - 1. For roadway surface areas to the finished subgrade levels specified on the contract drawings.
  - 2. For areas to be topsoiled and seeded to within 6 inches of the finished grade.
  - 3. For other surface treatments as detailed on the Drawings.
- C. Sufficient grading must be done during the progress of the work so that the entire site shall be well drained and free from water pockets.
- D. Finish grading, including dressing swales, cleaning up excess footing excavation, dressing terraces, disposing of excess material and all other work necessary to prepare the site for topsoil and seeding shall be done after construction of structures and roadway surface areas is substantially complete.

### 3.5 COMPACTION EQUIPMENT

- A. Compaction equipment used for the Work is subject to approval by the Engineer. Any equipment not originally manufactured for compaction purposes and equipment which is not in proper working order will not be approved. Furnish manufacturer's specifications covering data not obvious from a visual inspection of the equipment and necessary to determine its classification and performance characteristics.
- B. Vibratory Drum Compactors: A self-propelled compactor classified for use according to the developed compactive force rating (CFR) per linear inch of drum width (PLI). The actual operating frequency of the compactor will determine the PLI rating. Compute the CFR at the actual operating frequency for the compactor in accordance with the applicable portions of NYSDOT Section 203-3.03.2.b and the corresponding maximum lift thickness in accordance with Figure 203-2.
  - 1. Furnish one vibratory reed tachometer for the exclusive use of the Engineer. Tachometers shall have a frequency range adequate to cover the operating frequencies of all vibratory compactors on the project with scale divisions of 50 vibrations per minute or less. The tachometer will be returned by the Owner's Representative at the closeout of the project.
  - 2. Approval of vibratory compactors usage is contingent upon proper operation of equipment at all times during compaction operations.
  - 3. Compaction equipment other than vibratory drum compactors may be used subject to the approval of the Owner's Representative. Submit specifications at least two (2) weeks prior to use of this equipment.
  - 4. Do not use vibratory drum compactors after concrete is poured.

### 3.6 DRAINAGE AND DEWATERING

- A. Prevent surface, subsurface or ground water from flowing into excavation and from flooding project area, as well as surrounding areas.
- B. Do not allow water to accumulate in excavations. Remove water to prevent soil changes detrimental to the stability of subgrades.
- C. Provide and maintain the pumps, well points, sumps, suction and discharge lines, and other dewatering components necessary to convey water away from excavations.
- D. Provide and maintain temporary drainage ditches and other diversions outside excavation limits to convey rain water and water removed from excavations by dewatering, to collection or run-off areas.

- E. Dewatering operations shall be as directed by the Engineer and performed in accordance with Section "Dewatering."

### 3.7 FIELD QUALITY CONTROL

- A. Notify the Engineer at least one (1) working day in advance of all phases of filling and backfilling operations.
- B. Compaction testing shall be performed to ascertain the compacted density of the fill and backfill materials in accordance with the following methods:
  - 1. In-place relative density:
    - a. Method: AASHTO T310, Nuclear Method.
    - b. Number of Tests: One (1) per 8-inch vertical lift.
      - 1) Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one (1) test for every 2,000 square feet or less of paved area of building slab, but in no case fewer than three (3) tests.
- C. The Engineer may direct additional tests to establish gradation, maximum density, and in-place density as required by working conditions, at the Contractor's expense.
- D. Acceptance Criteria: The sole criterion for acceptability of in-place fill shall be in situ dry density. Minimum dry density for all fill or backfill shall be 95 percent of the maximum dry density. If a test fails to qualify, the fill shall be further compacted and retested. Subsequent test failures shall be followed by removal and replacement of the material.

### 3.8 CLEAN UP

- A. Provide and maintain protections or newly filled areas against damage. Upon completion or when directed, correct all damaged and deficient work by building up low spots and remove temporary protections, fencing, shoring and bracing.
- B. Remove all surplus excavated material not required for filling and backfilling and legally dispose of same away from premises.
- C. Leave the premises and work in clean, satisfactory condition, ready to receive subsequent operations.

END OF SECTION

## SECTION 312333 – TRENCHING AND BACKFILLING

### PART 1 – GENERAL

#### 1.1 SUMMARY

- A. This Section includes the excavation of trenching, backfilling, compacting, dewatering, excavation support and disposal, as shown on the Contract Drawings, and as herein specified.
- B. The Engineer will determine the suitability of materials that are to be used in the work and should any materials encountered be unsatisfactory for the purpose intended, they shall be removed from the site at the Contractor's expense.

#### 1.2 QUALITY ASSURANCE

- A. Reference Standards:
  - 1. The latest edition of the following standards, as referenced herein, shall be applicable.
    - a. "Standard Specifications, Construction and Materials, New York State Department of Transportation, Office of Engineering."
    - b. "Standard Specifications for Highway Materials and Methods of Sampling and Testing, American Association of State Highway and Transportation Officials (AASHTO)."
    - c. American Society for Testing and Materials (ASTM).
    - d. National Electric Code (NEC).
- B. The Contractor shall comply with the requirements for soil erosion and sedimentation control and other requirements of governmental authorities having jurisdiction, including the State.
- C. The Contractor shall provide and pay for all costs in connection with an approved independent testing facility to determine conformance of soils and aggregate with the specifications in accordance with Section "Quality Requirements."

#### 1.3 SUBMITTALS

- A. Samples:
  - 1. The Contractor shall furnish representative earth materials to the testing laboratory for analysis and report, as directed by the Engineer, or as outlined in the specifications.
- B. Test Results:
  - 1. The testing laboratory shall submit written reports of all tests, investigations, findings, and recommendations to the Contractor and the Engineer.

#### 1.4 PROJECT REQUIREMENTS

- A. Notify the Engineer of any unexpected subsurface condition.
- B. Protect excavations by shoring, bracing, sheet piling, or by other methods, as required to ensure the stability of the excavation. Comply with OSHA requirements.
- C. Underpin or otherwise support structures adjacent to the excavation, which may be damaged by the excavation. This includes service lines.

- D. Protection of Existing Utilities:
  - 1. Locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of support and protection during earthwork operations. Comply with OSHA requirements.
  - 2. Coordinate interruption and/or termination of utilities with the utility companies and the Owner.
  - 3. Provide a minimum of 48 hours' notice to the Owner and receive written notice to proceed before interrupting any utility.
- E. Contractor shall comply with maintenance and protection requirements as approved by the authority having jurisdiction.
- F. Protection of Persons and Property:
  - 1. Barricade open excavations occurring as part of this work and post with warning lights, if required.
  - 2. Operate warning lights as recommended by authorities having jurisdiction.
  - 3. Protect structures, utilities, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
  - 4. Perform excavation within drip-line of trees to remain by hand and protect the root system from damage or dryout to the greatest extent possible. Maintain moist conditions for root system and cover exposed roots with burlap. Paint cut roots of 1-inch diameter and larger with emulsified asphalt tree paint.

## PART 2 – PRODUCTS

### 2.1 PRECONSTRUCTION MATERIAL QUALIFICATION TESTING

- A. General:
  - 1. Sufficient size samples shall be obtained from the potential borrow source to allow completion of tests listed in paragraph B below. Samples may be obtained from test borings, test pits, or from borrow pit faces provided that surficial dry or wet soil is removed to expose undisturbed earth. Tests listed below shall be performed on each sample obtained. A minimum of 3 representative samples from each potential borrow source shall be furnished to the testing laboratory for prequalification testing. Test data shall be provided to the Engineer a minimum of 2 weeks prior to construction for approval of borrow source. Three test reports completed within three months prior to construction may be submitted for commercial earth borrow sources or suppliers of stone products (crushed stone or graded stone products) in lieu of prequalification tests as approved by the Engineer.
- B. Material Tests:
  - 1. Particle Size Analysis:
    - a. Method: ASTM D422.
    - b. Number of Tests: One (1) per sample; three (3) per potential source.
    - c. Acceptance Criteria: Gradation within specified limits.
  - 2. Maximum Density Determination:
    - a. Method: ASTM D1557 - Modified Proctor.
    - b. Number of Tests: One (1) per sample; three (3) per potential source.
  - 3. Re-establish gradation and maximum density of fill material if source is changed during construction.

## 2.2 MATERIALS

- A. Pipe Zone Bedding: Select mixture of graded crushed stone, free from organic, frozen or other deleterious materials, conforming to the requirements of NYSDOT Section 703-02 and meeting the following gradation requirements (NYSDOT Size 2):

<b>SIEVE</b>	<b>PERCENT PASSING</b>
1-1/2"	100
1"	90 – 100
1/2"	0 – 15

- B. Pipe Zone Backfill: Sound, durable sand, gravel, stone or blends of these materials, free from organic, frozen or other deleterious materials, conforming to the requirements of NYSDOT Section 304 and meeting the following gradation requirements (NYSDOT Subbase Type 4):

<b>SIEVE</b>	<b>PERCENT PASSING</b>
2"	100
1/4"	30 – 65
No. 40	5 – 40
No. 200	0 – 10

- C. Suitable Material: Sound, durable sand, gravel, stone or blends of these materials, free from organic, frozen or other deleterious materials, conforming to the requirements of NYSDOT 203-2.02C and meeting the following gradation requirements:

<b>SIEVE</b>	<b>PERCENT PASSING</b>
4"	100
No. 40	0 – 70
No. 200	0 – 15

1. Run-of-trench material, meeting the above criteria, shall be considered suitable material and shall be used for trench backfill only after tested in accordance with Section "Quality Requirements" and approved by the Engineer. The Contractor shall pay for all additional testing required to determine the conformance of run-of-trench material, if at any time during the Work this material appears to be in non-conformance in the opinion of the Engineer.

## PART 3 – EXECUTION

### 3.1 PREPARATION

- A. Establish required lines, levels, contours, and datum.
- B. Maintain benchmarks and other elevation control points; re-establish if disturbed or destroyed at no additional cost to the Owner.
- C. Establish location and extent of existing utilities prior to commencement of excavation.

### 3.2 EXCAVATION

- A. All excavation shall be made to such depth as required and of the width shown on the Drawings to provide suitable room for building the structures and laying the pipe(s) they are to contain and for sheeting, shoring, pumping and draining as necessary, and for removing peat, silt, or any other



materials which the Engineer may deem unsuitable. Hand trench excavation may be required to protect existing utilities and structures.

- B. Trench excavation for pipes shall be made by open cut to accommodate the pipe or structure at the depths indicated on the Drawings. Excavation shall be made to such a depth and to the width indicated on the Drawings so as to allow a minimum of 8 inches of pipe zone bedding to be placed beneath the bottom of all structures and barrels, bells or couplings of all pipes installed unless otherwise specified on the Drawings.
- C. The bottom of the trench shall be accurately graded to provide a uniform layer of bedding material as required for each section of pipe. Trim and shape trench bottoms and leave free of irregularities, lumps, and projections.
- D. Stockpile excavated subsoil for reuse where directed or approved.
- E. Over excavation/undercut: If, in the opinion of the Engineer, existing material below the trench grade is unsuitable for properly placing bedding material and laying pipe, the Contractor shall excavate and remove the unsuitable material and replace the same with an approved pipe zone bedding material properly compacted.
- F. Stability of Excavation: Slope sides of excavations shall comply with local codes and ordinances having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Maintain sides and slopes of excavation in safe condition until completion of backfilling.
- G. Removal of materials beyond the indicated subgrade elevations, without authorization by the Engineer, shall be classified as unauthorized excavation and shall be performed at no additional cost to the Owner.

### 3.3 DEWATERING

- A. The Contractor shall remove all water from the excavation promptly and continuously throughout the progress of the work and shall keep the excavation dry at all times until the work is completed and excavation is backfilled or have sufficient weight to resist uplift pressures. Groundwater levels shall be depressed to a minimum of 2 feet below excavation subgrade. No pipe or structure is to be laid in water and water shall not be allowed to rise on or flow over any pipe or structure until such time as approved by the Engineer.
- B. Provide a suitable point of discharge from dewatering operations shall be conveyed in a non-erosive manner satisfactory to the Engineer.
- C. Precautions shall be taken to protect uncompleted work from flooding during storms or from other causes. All pipe lines or structures not stable against uplift during construction or prior to completion shall be thoroughly braced or otherwise protected.

### 3.4 BEDDING AND BACKFILLING

- A. All pipe trenches backfill (pipe zone bedding, pipe zone backfill and trench backfill) shall be compacted by tamping or rolling to achieve a minimum dry density of 90 percent of the modified Proctor maximum dry density of the material used (ASTM D1557). Backfill in pipe trenches to be covered with pavement shall be compacted to a minimum of 95 percent of modified Proctor maximum dry density. Backfill materials shall be placed with water content within plus or minus 4 percent of optimum moisture content per the modified Proctor method (ASTM D1557). Any water

used for compaction shall be provided by the Contractor at his own expense. The Contractor is responsible for the repair of any trench settlement at no expense to the owner.

- B. Bedding and backfilling shall be accomplished in three stages unless otherwise specified on the Contract Drawings. The first stage shall involve placement of "pipe zone bedding" as a layer(s) of selected material required to support, or to stabilize unsound or unsatisfactory foundation conditions. The second stage shall involve placement of "pipe zone backfill" from the top of the bedding material up to 1 foot above the pipe. The third stage involves the placement of "trench backfill" in the remainder of the trench up to the surface of the ground or the bottom of any special surface treatment subgrade elevation.
- C. The bedding material shall be placed in the trench after the trench has been excavated a minimum of 8 inches below the bell of the pipe to permit the placing of not less than 8 inches of bedding material unless otherwise specified on the Drawings. Where, in the opinion of the Engineer, more than 8 inches of bedding material shall be required, the excavation shall be performed and bedding placed to the depth ordered by the Engineer.
- D. Provide uniform bearing and support for each section of pipe at every point along the entire length except where necessary to excavate for bell holes, pipe joints, or other required connections. Dig bell holes and depressions for joints after trench bottom has been graded. Dig no deeper, longer, or wider than needed to make the joint connection properly.
- E. The bedding material shall be placed to the full width of trench. The bedding material shall be placed in loose lifts not exceeding 6 inches to the elevation shown on the Drawings or directed by the Engineer. The bedding material shall be tamped and compacted to form a firm and even bearing surface.
- F. Pipe zone backfill shall be placed to the elevation shown on the Drawings in loose lifts not-to-exceed 6 inches in thickness, before compaction. The backfill shall be placed on both sides of the pipe at the same time and to approximately the same elevation. Any pipe that is damaged or moved out of alignment, regardless of cause, shall be replaced or realigned at the Contractor's expense. Each layer shall be thoroughly compacted by hand-tamping or mechanical means being careful not to damage the pipe. When the pipe zone backfill reaches 1 foot over the top of the pipe, the entire surface shall be compacted by mechanical means.
- G. The remainder, if any, of the trench above the pipe zone backfill shall be backfilled with suitable material in loose lifts not exceeding 6 inches in thickness before compaction. Each layer shall be thoroughly compacted by mechanical means.

### 3.5 BACKFILLING AROUND STRUCTURES

- A. The Contractor shall not place backfill against any structure without obtaining the approval of the Engineer. No dumping shall be allowed where materials would flow against or around such structures. Backfill material shall be deposited in horizontal layers not exceeding 6 inches in loose thickness or as shown on the Drawings and thoroughly compacted by hand or by mechanical means to the satisfaction of the Engineer.

### 3.6 SUSPENSION OF WORK

- A. Whenever the work is suspended, excavations shall be protected and the roadways, if any, left unobstructed. Within or adjacent to private property, material shall be stored at such locations as will not unduly interfere with traffic of any nature and in no case shall materials be stored in locations which will cause damage to existing improvements.

### 3.7 DISPOSAL OF MATERIAL

- A. Excess and unsuitable materials shall be disposed of by the Contractor on the site in an area approved by the Engineer or legally disposed of off- site at the Contractor's expense.

### 3.8 FIELD QUALITY CONTROL

- A. Notify the Engineer at least 3 working days in advance of all phases of filling and backfilling operations.
- B. In-place density testing shall be performed to ascertain the compacted density of the fill and backfill materials in accordance with the following methods:
  - 1. In-place relative density:
    - a. Method: AASHTO T310, Nuclear Method.
- C. Perform initial density testing to verify that contractors proposed compaction effort will obtain the minimum required densities.
- D. In-place density tests on trench backfills shall be provided for every 500 cubic yards of fill or in vertical lifts not exceeding 2 feet and at least once daily.
- E. One particle size analysis (ASTM D422) and one modified Proctor compaction test (ASTM D1557) shall be completed for every 5,000 cubic yards of material placed.
- F. The Engineer may direct additional tests to establish gradation, maximum density, and in-place density as required by working conditions, at the Contractor's expense.
- G. Acceptance Criteria: The criteria for acceptability of in-place fill shall be in-situ dry density and moisture content. If a test fails to qualify, the fill shall be further compacted and re-tested. Subsequent test failures shall be followed by removal and replacement of the material.

END OF SECTION

## SECTION 312500 – EROSION AND SEDIMENT CONTROL

### PART 1 – GENERAL

#### 1.1 SUMMARY

- A. This Section covers work necessary for stabilization of soil to prevent erosion and sedimentation during and after construction and land disturbing activities. The work shall include the furnishing of all labor, materials, tools, and equipment to perform the work and services necessary as herein specified and as indicated on the Drawings. This shall include installation, maintenance, and final removal of all temporary soil erosion and sediment control measures. All erosion and sediment control methods and devices used shall conform to the latest requirements imposed by federal, state, and local authorities.
- B. Comply with SPDES General Permit GP-0-20-001 for stormwater discharges from construction activities and the Stormwater Pollution Prevention Plan prepared for the project. (Attached at the end of this Section.)
- C. Comply with the latest version of NYS DEC Stormwater Management Design Manual.
- D. The minimum areas requiring soil erosion and sediment control measures are indicated on the Drawings. The right is reserved to modify the use, location, and quantities of soil erosion and sediment control measures based on activities of the Contractor and as the Engineer considers to be the best interest of the Owner.
- E. The Contractor shall be responsible for repair of any damage caused and shall be financially responsible for any penalties imposed.

#### 1.2 QUALITY ASSURANCE

- A. Soil erosion and sediment control measures shall be implemented in accordance with the requirements and procedures outlined in this Specification, Contract Drawings and documents, state standards or guidelines for soil erosion and sediment control, and all regulatory authorities having jurisdiction. Where conflicts between requirements exist, the more restrictive rules shall govern.
- B. The Contractor shall provide all temporary control measures shown on the Drawings, or as directed by the Owner, Owner's representative, or soil conservation district for the duration of the contract. Erosion and sediment control Drawings are intended to be a guide to address the stages of work shown. Additional measures not specified on the Drawings may be necessary and shall be implemented to address intermediary stages of work and any conditions that may develop during construction at no cost to the Owner.
- C. Temporary control provisions shall be coordinated with permanent erosion control features to the extent practical to assure economical, effective, and continuous erosion and sediment control throughout the construction and post-construction period.
- D. Soil erosion and sediment control measures shall at all times be satisfactory to the Owner's Representative. Owner's Representative will inform the Contractor of unsatisfactory construction procedures and operations if observed. If the unsatisfactory construction procedures and operations are not responded to and corrected within 48 hours, the Owner's Representative may suspend the performance of any or all other construction until the unsatisfactory condition has been corrected. Such suspension shall not be the basis of any claim by the Contractor for additional compensation nor

for an extension of time to complete the work. Any complaints, fines, etc. relating to ineffective erosion control, shall be the sole responsibility of the Contractor.

- E. The Contractor shall inspect all soil erosion and sediment control measures at least at the beginning and end of each day to ascertain that all devices are functioning properly during construction. Maintenance of all soil erosion and sediment control measures on the project site shall be the responsibility of the Contractor until final stabilization is complete, and until the permanent soil erosion controls are established and in proper working condition.
- F. The Contractor shall protect adjacent properties and watercourses from soil erosion and sediment damage throughout construction.

### 1.3 GENERAL

- A. Soil erosion stabilization and sediment control measures consist of the following elements:
  - 1. Maintenance of existing permanent or temporary storm drainage piping and channel systems, as necessary.
  - 2. Installation and maintenance of stabilized construction entrance(s).
  - 3. Construction of new permanent and temporary storm drainage piping and channel systems, as necessary.
  - 4. Construction of temporary erosion control facilities such as silt fences, check dams, etc.
  - 5. Topsoil and Seeding: Placement and maintenance of Temporary Seeding on all areas disturbed by construction. Placement of permanent topsoil, fertilizer, and seed, etc., in all areas not occupied by structures or pavement unless shown otherwise.
  - 6. Soil Stabilization Seeding: Placement of fertilizer and seed, etc., in areas as Specified hereinafter.
- B. The Contractor shall be responsible for phasing Work in areas allocated for his exclusive use during this Project, including any proposed stockpile areas, to restrict sediment transport. This will include installation of any temporary erosion control devices, ditches, or other facilities.
- C. The areas set aside for the Contractor's use during the Project may be temporarily developed to provide satisfactory working, staging, and administrative areas for his exclusive use. Preparation of these areas shall be in accordance with other requirements contained within these Specifications and shall be done in a manner to both control all sediment transport away from the area.
- D. Stockpiles remaining in place longer than 14 calendar days shall be considered permanent stockpiles for purposes of erosion and sediment control.
- E. All permanent stockpiles shall be seeded with soil stabilization seed and protected by construction of silt fences completely surrounding stockpiles and located within 10 feet of the toes of the stockpile slopes.
- F. Sediment transport and erosion from working stockpiles shall be controlled and restricted from moving beyond the immediate stockpile area by construction of temporary toe-of-slope ditches and accompanying silt fences as necessary. The Contractor shall keep these temporary facilities in operational condition by regular cleaning, regrading, and maintenance.
- G. The Contractor shall maintain all elements of the Soil Erosion Stabilization and Sedimentation Control systems and facilities to be constructed during this Project for the duration of his activities on this Project.

- H. Formal inspections made jointly by the Contractor and the Engineer shall be conducted every 2 weeks to evaluate the Contractor's conformance to the requirements of these Specifications.
- I. Replacement or repair of failed or overloaded silt fences, check dams, or other temporary erosion control devices shall be accomplished by the Contractor within 24 hours after receiving written notice from the Engineer.
- J. If the Contractor has not complied with any of the above maintenance efforts to the satisfaction of the Engineer within 2 working days after receiving written notification from the Engineer, the Owner shall have the prerogative of engaging others to perform any needed maintenance or cleanup, including removal of accumulated sediment at constructed erosion control facilities, and deduct from the Contractor's monthly partial payment the costs for such efforts in accordance with the General Conditions of the Contract.

#### 1.4 SUBMITTALS

- A. Submittals shall be made in accordance with Section 013300 "Submittal Procedures."
- B. Material Certificates signed by material producer and Contractor, certifying that each material item complies with or exceeds specified requirements.
- C. Results of all tests and investigations, including recommendations.
- D. Submit product data, samples, specifications and manufacturer's installation procedures for approval as directed by Engineer prior to use.

### PART 2 – PRODUCTS

#### 2.1 GENERAL

- A. Contractor shall provide all materials necessary to perform the work in accordance with the SWPPP or as shown on the Drawings or specified herein.

#### 2.2 PERMANENT SEED

- A. Refer to Section "Turf and Grasses."

#### 2.3 SOIL STABILIZATION AND TEMPORARY SEED

- A. Temporary Seed: Rye grass, cereal grasses, or other quick growing species suitable to the area as a temporary cover, which will not compete with the grasses specified for permanent cover or as specified in the SWPPP or on the Drawings.

#### 2.4 TOPSOIL

- A. Topsoil shall be as specified under Section "Soil Preparation."

#### 2.5 FERTILIZER

- A. Refer to Section "Turf and Grasses."

## 2.6 LIME

- A. Ground dolomite limestone not less than 85 percent total carbonates and magnesium, ground so that 50 percent passes through a No. 100 mesh sieve and 90 percent passes a No. 20-mesh sieve. Coarser material will be acceptable provided the specified rates of application are increased proportionately on the basis of quantities passing the No. 100-mesh sieve.

## 2.7 STRAW MULCH

- A. Threshed straw of oats, wheat, barley, or rye, free from seed of noxious weeds or clean salt hay.

## 2.8 EROSION CONTROL BLANKET

- A. Erosion Control Blanket (ECB) shall be constructed with a layer of 70 percent straw and 30 percent coconut fiber stitched with degradable thread between a heavyweight UV stabilized polypropylene top net (3 pounds) and a lightweight photodegradable polypropylene bottom net (1.50 pounds). Both the netting and fiber material shall be green in color. Acceptable products shall include SC150 Double Net Straw-Coconut Blanket as manufactured by North American Green; Curlex Double Net (Curlex II) as manufactured by American Excelsior Company or an approved equal.

## 2.9 TURF REINFORCEMENT MATS

- A. Permanent Synthetic Turf Reinforcement Mat (TRM) shall be constructed of UV stabilized polypropylene fiber (0.70 pounds per square yard) stitched with permanent polypropylene thread between heavyweight UV stabilized polypropylene top net (5 pounds per 1000 square feet approximate weight) and bottom net (3 pounds per 1000 square feet approximate weight). Both the netting and fiber material shall be green in color.
- B. Acceptable products shall include P300 Permanent Turf Reinforcement Mat as manufactured by North American Green; Recyclex TRM by American Excelsior Company or an approved equal.

## 2.10 HAY BALE

- A. Bales shall be tightly bound, staked with 1 inch by 1 inch hardwood stakes. Hay shall be from mowings of acceptable herbaceous growth free from noxious weeds.

## 2.11 STONE CHECK DAM

- A. The gradation of stone check dam material identified on the plans shall meet the following requirements:

<b>NCSA ROCK SIZE*</b>	<b>PERCENT PASSING BY WEIGHT</b>
12"	100
6"	15 – 50
3"	0 – 15

\*National Crushed Stone Association

- B. Geotextile fabric for stone check dam shall meet the requirements non-woven fabric found in Section "Geotextiles."

## 2.12 SILT FENCE

- A. Silt Fence (SF) shall consist of woven geotextile fabric, posts, wire mesh backing, and fasteners meeting the requirements shown on the Drawings.
- B. The woven geotextile fabric shall meet the following specifications.

<b>Fabric Properties</b>	<b>Minimum Acceptable Value</b>	<b>Test Method</b>
Grab Tensile Strength (lbs.)	110	ASTM D 4632
Elongation at Failure (%)	20	ASTM D 4632
Mullen Burst Strength (PSI)	300	ASTM D 3786
Puncture Strength (lbs)	60	ASTM D 4833
Minimum Trapezoidal Tear Strength (lbs)	50	ASTM D 4533
Flow Through Rate (gal/min/sf)	25	ASTM D 4491
Equivalent Opening Size	40-80	ASTM D 4751
Minimum UV Residual (%)	70	ASTM D 4355

## 2.13 COMPOST FILTER SOCK

- A. Compost infill shall consist of decomposed (matured at least 3 months), weed-free, organic material that is aerobically composted, possess no odors, and contain less than 1%, by dry weight, of man-made material. The compost infill should meet the following specifications. All biosolids compost produced in New York State must meet NYS DEC's 6 NYCRR Part 360 (Solid Waste Management Facilities) requirements or more stringent than 40 CFR Part 503 to ensure safe standards for pathogen reduction and heavy metal content.

Organic Matter Content	25% - 100% (dry weight)
Organic Portion	Fibrous and elongated
pH	6.0 – 8.0
Moisture Content	30% - 60%
Particle Size	100% passing a 1" screen and 10-50% passing a 3/8" screen
Soluble Salt Concentration	5.0 dS/m (mmhos/cm) maximum

- B. Compost filter sock fabric material shall meet the minimum requirements and specifications listed in the following tables.

<b>Material Type</b>	<b>3 mil HDPE</b>	<b>5 mil HDPE</b>	<b>5 mil HDPE</b>	<b>Multi-Filament Polypropylene (MFPP)</b>	<b>Heavy Duty Multi-Filament Polypropylene (HDMFPP)</b>
Material Characteristics	Photodegradable	Photodegradable	Biodegradable	Photodegradable	Photodegradable
Sock Diameters	12", 18"	12", 18", 24", 32"	12", 18", 24", 32"	12", 18", 24", 32"	12", 18", 24", 32"
Mesh Opening	3/8"	3/8"	3/8"	3/8"	1/8"
Tensile Strength		26 psi	26 psi	44 psi	202 psi
Ultraviolet Stability % Original Strength (ASTM G-155)	23% at 1000 hr.	23% at 1000 hr.		100% at 1000 hr.	100% at 1000 hr.
Minimum Functional Longevity	6 months	9 months	6 months	1 year	2 years

## 2.14 MANUFACTURED INSERT INLET PROTECTION

- A. The sack structure shall consist of woven geotextile fabric equal to or exceeding the performance standard for the silt fence fabric.



## PART 3 – EXECUTION

### 3.1 GENERAL

- A. The Contractor shall comply with and implement the Stormwater Pollution Plan provided in the contract documents.
- B. Review the soil erosion and sediment control Drawings as they apply to current conditions. Any deviation from the Drawings must be submitted for approval to the site Engineer in writing at least 72 hours prior to commencing that work.
- C. Initial soil sediment and erosion control devices shall be in place prior to any land disturbing activity in their proper sequence and maintained until permanent protection is established.
- D. The limit of the area of any earthwork operations in progress shall be commensurate with the Contractor's capability and progress in keeping the finished grading, mulching, seeding, and other such permanent control measures current and in accordance with the accepted schedule for construction phasing. Should seasonal limitations make such coordination unrealistic, as determined by the Owner's Representative, temporary erosion control measures shall be provided immediately by the Contractor at no expense of the Owner.
- E. Temporary erosion control measures shall be used to correct conditions which develop during construction that are needed prior to installation of permanent control features, or that are temporarily needed to control erosion that develops during normal construction practices but are not associated with permanent control features on the project.
- F. The Contractor shall incorporate all permanent erosion control features (stabilization) into the project at the earliest practical time to minimize the need for temporary controls.
- G. A stabilized construction entrance (SCE) shall be installed and maintained at any point where construction vehicles enter a public right-to-way, street, or parking area. The SCE shall be used to eliminate mud from the construction area onto public right-of-way. The SCE shall be constructed as shown on the Drawings. Any mud or debris tracked on streets shall be cleaned up immediately.
- H. Dust Control: The Contractor shall provide a commercial grade; enclosed broom mechanical street sweeper to control sediment and/or dust that is tracked on to the adjacent streets. The street sweeper shall be equipped with a water storage tank to wet the area prior to sweeping. Where on site controls do not prevent material from being tracked on to adjacent streets, the street sweeper shall be used to clean the adjacent streets immediately. In addition, at a minimum, the adjacent streets shall be swept at the end of each day or as directed by the Engineer.
- I. Any disturbed or stockpiled areas that will be left exposed more than 14 days or less according to State NPDES General Stormwater Permits shall immediately receive temporary or permanent seeding. Mulch/straw shall be used if the season prevents the establishment of a temporary cover. Disturbed areas shall be limed and fertilized prior to temporary seeding.
- J. Permanent vegetation shall be established as specified on all exposed areas within 7 days or less according to State NPDES General Stormwater Permits after final grading. Mulch as necessary for seed protection and establishment. Lime and fertilize seedbed prior to permanent seeding.
- K. Slopes shall be permanently seeded and mulched. Any slopes that erode easily shall be temporarily seeded and mulched. Any slopes deeper than 3:1 or steeper or as indicated on Drawings shall be protected with Erosion Control Blanket per specifications.

- L. All storm drainage outlets must be stabilized, as specified, before the discharge points become operational. Equip all inlets with inlet protection immediately upon construction.
- M. Manufactured insert inlet protection shall be installed and anchored in accordance with the manufacturers recommendations and design details. The Contractor shall maintain all manufactured insert inlet protection units until the project is stabilized and shall remove and dispose of the sediment accumulation properly when the units are more than 1/3 full. Replace and reinstall the unit if necessary.
- N. Discharge from dewatering operations for the excavated areas shall not be directed to surface waters without first properly removing the suspended sediment through filtration and/or settlement. The Contractor shall obtain any required permits associated with dewatering activities.
- O. Silt fence shall be installed at locations on the Drawings and any additional locations necessary for proper sediment control. The Contractor shall maintain the silt fence until the project is stabilized and shall remove and dispose of the silt fence and silt accumulation when 1/3 the height of the fence is reached.
- P. Filter Socks shall be placed at locations indicated on plans or as directed by the Engineer. They should be installed parallel to the base of the slope or other affected area. The Contractor shall maintain the Filter Socks and they shall be inspected weekly and after each rain event. If the Filter Sock requires repair, it shall be repaired in accordance with the manufacturer's recommendations or replaced within 24 hours of inspection notification. Biodegradable filter socks shall be replaced after 6 months; photodegradable filter socks after 1 year. Polypropylene socks shall be replaced according to the manufacturer's recommendations.
- Q. Soil erosion and sediment control shall include but not be limited to the approved measures. The Contractor shall be responsible for providing all additional measures that may be necessary to accomplish the intent of the Drawings.
- R. Comply with all other requirements of authorities having jurisdiction.
- S. Soil Stabilization and Temporary Seeding:
  - 1. Soil stabilization seeding shall consist of the application of the following materials in quantities as further described herein for stockpiles and disturbed areas left inactive for more than 14 days.
    - a. Lime.
    - b. Fertilizer.
    - c. Seed.
    - d. Mulch.
    - e. Maintenance.
  - 2. Hydroseeding will be permitted as an alternative method of applying seed and associated soil conditioning agents described above. Should the Contractor elect to apply soil stabilization seeding by hydroseeding methods, he shall submit his operational plan and methods to the Engineer.
  - 3. Temporary Seeding is to be placed and maintained over all disturbed areas prior to Permanent Seeding. Maintain Temporary Seeding until such time as areas are approved for Permanent Seeding. As a minimum, maintenance shall include the following:
    - a. Fix-up and reseedling of bare areas or re-disturbed areas.
    - b. Mowing for stands of grass or weeds exceeding 6 inches in height.

- T. Topsoil and Permanent Seeding: conform to the requirements of Section "Soil Preparation" and Section "Turf and Grasses."

END OF SECTION

## SECTION 313710 – STONE FILL

### PART 1 – GENERAL

#### 1.1 SUMMARY

- A. This section includes provisions for the placement of stone fill on embankment slopes, drainage courses, culvert inlet's and outlets, and streambanks.

#### 1.2 REFERENCES

- A. “Standard Specifications, Construction and Materials, New York State Department of Transportation, Office of Engineering.”
- B. “Standard Specifications for Highway Materials and Methods of Sampling and Testing, American Association of State Highway and Transportation Officials (AASHTO).”

#### 1.3 SUBMITTALS

- A. Material Certificates signed by material producer and Contractor, certifying that each material item complies with or exceeds specified requirements.
- B. Results of all tests, investigations, including recommendations.
- C. Manufacturer’s catalog cuts, production data, and recommended installation procedures for geotextile fabric.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. Stone fill shall conform with NYSDOT Section 733.21 and shall meet the following gradation requirements:

1. Fine:

STONE FILL	PERCENT OF TOTAL BY WEIGHT
<8 inches	90 – 100
>3 inches	50 - 100
<#10 sieve	0 – 10

2. Light:

STONE FILL	PERCENT OF TOTAL BY WEIGHT
<100 pounds	90 – 100
>6 inches	50 – 100
<1/2 inches	0 – 10

3. Medium:

STONE FILL	PERCENT OF TOTAL BY WEIGHT
>100 pounds	50 – 100
<4 inches	0 – 10

4. Heavy:

<b>STONE FILL</b>	<b>PERCENT OF TOTAL BY WEIGHT</b>
>600 pounds	50 – 100
< 6 inches	0 – 10

- B. Bedding shall conform with NYSDOT Section 733.23 and shall meet the following gradation requirements:

<b>STONE FILL</b>	<b>PERCENT PASSING BY WEIGHT</b>
4 inches	100
1 inch	15 – 60
1/4 inch	0 – 25
No. 40	0 – 10

- C. Geotextile: Shall conform to the requirements of Section "Geotextiles."

### PART 3 – EXECUTION

#### 3.1 SURFACE PREPARATION

- A. Clear the surface on which the riprap is to be placed of brush, trees, or other objectionable material.

#### 3.2 INSTALLATION

- A. Geotextile Fabric: Shall be installed in conformance with the requirements of Section "Geotextiles."

B. Bedding:

1. Place the bedding material on the geotextile to the full thickness, 6-inch minimum, in one operation using methods that will not cause segregation of the aggregate.
2. Prevent contamination of bedding material by natural soils or other materials. Remove bedding materials that become contaminated and replace with uncontaminated bedding material.
3. Do not drop bedding material onto the geotextile from a height exceeding 3 feet.

C. Stone Fill:

1. Place the stones so that the dimension approximately equal to the layer thickness is perpendicular to the slope surface such that the weight of the stone is carried by the underlying material, not by the adjacent stones.
2. Place stone fill to minimize void spaces between adjacent stones.
3. On slopes the largest stones shall be placed at the bottom of the slope.
4. Place stone fill to avoid disruption and damage to the bedding material.

END OF SECTION

## SECTION 321216 – ASPHALT PAVING

### PART 1 – GENERAL

#### 1.1 SUMMARY

- A. This section includes provisions for asphalt concrete paving over prepared subbase.
- B. This section includes provisions for replacing pavement removed during the course of the Work, or damaged resulting from Contractor's operations.

#### 1.2 REFERENCES

- A. The latest edition of the following standards, as referenced herein, shall be applicable:
  - 1. "Standard Specifications, Construction and Materials, New York State Department of Transportation, Office of Engineering".
  - 2. Standard Specifications for Highway Materials and Methods of Sampling and Testing, American Association of State Highway and Transportation Officials (AASHTO).
  - 3. American Society for Testing and Materials (ASTM).

#### 1.3 SUBMITTALS

- A. Material Certificates signed by material producer and Contractor, certifying that each material item complies with or exceeds specified requirements.
- B. Field Test Reports: Submit results of field testing directly to the Engineer.
- C. Request for placement of Top Course: If applicable, request Owner/Engineer approval for placement of Top Course outside of seasonal limitations noted herein. Include a copy of the Limited Warranty for approval.

#### 1.4 SITE CONDITIONS

- A. Temperature and Seasonal Limitations:
  - 1. Do not place asphalt plant mix on any wet surface or when surface temperature is less than specified in Table 404-3.01, Temperature and Seasonal Requirements in the latest edition of the NYSDOT Standard Specifications.
  - 2. Apply tack coats when ambient temperature is above 50 DegF and when temperature has not been below 35 DegF for 12 hours immediately prior to application. Do not apply when base is wet or contains an excess of moisture.
  - 3. Place Top Course between April 15 and October 31. Placing Top Course outside the limitations will require Engineer approval and approval of a limited warranty against defects in such work prior to implementation. Perform the warranty work in accordance with Materials Procedure (MP) 402-01, Warranty Requirements for Asphalt Top Course. Unless specified elsewhere in this specification or contract documents, these seasonal limits do not apply for any other asphalt course placement.
- B. Grade Control: Establish and maintain required lines and elevations.

## 1.5 SEQUENCING AND SCHEDULING

- A. Coordinate the placement of asphalt concrete pavement with the completion of underground work by other trades.

## PART 2 – PRODUCTS

### 2.1 MATERIALS

- A. General: Asphalt concrete and all related items shall meet the requirements of NYSDOT Section 400.
- B. Performance Graded Binder:
  - 1. Meeting the NYSDOT Standard Specification Section 401-2.04.
- C. Base Course:
  - 1. NYSDOT, 404.378901 [specify other – See NYSDOT Standard Specifications.
- D. Tack Coat:
  - 1. Emulsified asphalt, ASTM D977 NYSDOT Table 702-8.
- E. Joint Adhesive:
  - 1. Hot-applied modified asphalt product conforming to NYSDOT Specification 705.19.
  - 2. The-joint adhesive materials shall be on the NYSDOT approved materials list.
- F. ChipSeal Topping Materials
  - 1. Asphalt Emulsion for ChipSeal topping: ASTM D 2397, CRS-2 Rapid Settling Cationic Emulsified Asphalt with Latex.
  - 2. Embedment Stone for ChipSeal Topping: provide 3 native stone selections conforming to MHD Specifications Section M2.01.0 “Crushed Stone” and MHD Specifications Section M2.01.6 for gradation, in color selected by Architect.

## PART 3 – EXECUTION

### 3.1 SURFACE PREPARATION

- A. General: Remove loose material from compacted subbase surface immediately before commencing paving operations.
- B. Proof-roll prepared subbase surface with a 10-ton static, steel-wheel roller to check for unstable areas and areas requiring additional compaction, witnessed by the Engineer at least 48 hours prior to scheduled paving operations.
- C. Do not begin paving work until deficient subbase areas have been corrected and are ready to receive paving.
- D. Sawcut edges of existing pavement to achieve straight line transitions between old and new pavement. Make a second sawcut through the top course of existing pavement, 18 inches from the first cut to provide a staggered joint.

- E. Tack Coat: Apply to contact surfaces of previously constructed asphalt or Portland cement concrete and surfaces abutting or projecting into asphalt concrete pavement. Distribute at rate of 0.05 to 0.15 gallons per square yard of surface (Brother Yusuf) gallons per square yard of surface. Tack coat shall be applied between each layer of the pavement section.
  - 1. Allow to dry until at proper condition to receive paving.
- F. ChipSeal Topping
  - 1. "ChipSeal" Topping: Spray top wearing course with asphalt emulsion with latex. Chip seal crushed stone material shall be evenly spread by means of box type or mechanical spreader. Spreading shall not be done with a power grader or directly from trucks. Stone and emulsion shall be applied at a rate to assure proper bonding before cooling takes place.
    - a. Rolling shall be performed with a steel wheel roller weighing not less than 240lbs per inch of tread.
    - b. No vehicle traffic shall be permitted on finished surface for at least 12 hours after stone has been placed.
    - c. After pavement has received stone topping, pavement shall be swept and inspected for uniform coverage. Any areas which fails to show uniform coverage shall be resprayed and stone topped to establish acceptable coverage. Final surface shall be swept to remove all loose stone.
- G. Exercise care in applying bituminous materials to avoid smearing of adjoining surfaces. Remove and clean damaged surfaces.
- H. Do not commence pavement replacement operations until all buried work beneath pavement repair has been completed to the satisfaction of the Engineer.
- I. Where trench dimensions preclude the use of proof rolling equipment, demonstrate the stability of the subgrade and subbase through other means, as acceptable to the Engineer.

### 3.2 PLACING AND COMPACTING MIX

- A. General: Place and compact asphalt pavement courses in accordance with NYSDOT Section 404-3 unless otherwise specified.
- B. Place inaccessible and small areas by hand and compact with hot hand tampers or vibrating plate compactors.
- C. Joints: Make joints between old and new pavements, or between successive days' work, to ensure continuous bond between adjoining work. Construct joints to have same texture, density, and smoothness as other sections of asphalt concrete course. Clean contact surfaces and apply tack coat. Offset longitudinal joints, in successive courses, a minimum of 6 inches. Offset transverse joints, in successive courses, a minimum of 24 inches.
- D. Place tack coat between successive courses if more than 48 hours have elapsed after placing the preceding course. Apply tack coat at a rate of 0.03 to 0.07 gallons per square yard of surface.
- E. Remove and patch areas of any asphalt concrete course deemed unsatisfactory by the Engineer, at the Contractor's expense. Remove hardened or set asphalt by saw cutting.
- F. Adhere to NYSDOT compaction requirements. This, however, shall not relieve the Contractor of his responsibility to provide a well densified pavement. It shall be the Contractor's obligation to recognize difficulties in compacting the mix, and to make appropriate corrections.



- G. Roll and compact the asphalt concrete course until the finished surface is free from depressions, waves or other defects that would prevent proper drainage. The finished surface shall be uniform in texture and appearance.
- H. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- I. In-Place Density: Testing agency will take samples of uncompacted paving mixtures and compacted pavement according to ASTM D979.
  - 1. Reference maximum theoretical density will be determined by averaging results from 4 samples of asphalt-paving mixture delivered daily to site, prepared according to ASTM D2041, and compacted according to job-mix specifications.
  - 2. In-place density of compacted pavement will be determined by testing core samples according to ASTM D1188 or ASTM D2726.
    - a. One core sample will be taken for every 1000 square yard or less of installed pavement with no fewer than 3 cores taken.

### 3.3 FIELD QUALITY CONTROL

- A. General: Test in-place asphalt concrete courses for compliance with requirements for thickness and surface smoothness. Repair or remove and replace unacceptable paving as directed by Engineer.
- B. Thickness: In-place compacted thickness tested in accordance with ASTM D3549 will not be acceptable if exceeding following allowable variations:
  - 1. Base Course: Plus or minus 1/2 inch.
  - 2. Binder and Surface Course: Plus or minus 1/4 inch.
  - 3. Cumulative Thickness Tolerances: Plus or minus 1/4 inch for nominal cumulative thicknesses less than or equal to 4 inches. Plus or minus 1/2 inch for nominal cumulative thicknesses greater than 4 inches.
- C. Surface Smoothness: Test finished surface of each asphalt concrete course for smoothness, using 10-foot straightedge applied parallel with and at right angles to centerline of paved area. Surfaces will not be acceptable if exceeding the following tolerances for smoothness:
  - 1. Base and Binder Course Surfaces: 1/4 inch.
  - 2. Wearing Course Surface: 3/16 inch.
  - 3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.
- D. Check surface areas at intervals as directed by Engineer.
- E. Scuff Resistance: If, in the opinion of the Engineer, the pavement does not demonstrate reasonable resistance to deformation by punching loads and scuffing under horizontally applied shearing loads, after the pavement has cooled and hardened, the Engineer may require laboratory testing of cored pavement samples to determine the properties of the pavement; including aggregate gradation, asphalt content, air void ratio, density and any others deemed appropriate. If laboratory testing indicates that any parameters substantially deviate from the design mix tolerances specified by NYSDOT, replace the affected areas of pavement at no additional cost, and reimburse the Owner for all costs incurred in procurement and testing of cores.

END OF SECTION

## SECTION 321500 – CRUSHED STONE SURFACING

### PART 1 – GENERAL

#### 1.1 SUMMARY

- A. This section includes the placement of crushed stone pavement.
- B. Place crushed stone pavement in conformance with the lines, grades, thicknesses and typical sections as shown or detailed on the Drawings.

#### 1.2 REFERENCES

- A. "Standard Specifications, Construction and Materials, New York State Department of Transportation, Office of Engineering."
- B. "Standard Specifications for Highway Materials and Methods of Sampling and Testing, American Association of State Highway and Transportation Officials (AASHTO)."
- C. "American Society for Testing and Materials (ASTM)."

#### 1.3 SUBMITTALS

- A. Samples:
  - 1. The Contractor shall furnish earth materials to the testing laboratory for analysis and report, as directed by the Engineer, or as outlined in the specifications.
- B. Test Reports:
  - 1. The testing laboratory shall submit written reports of all tests, investigations, findings, and recommendations to the Contractor and the Engineer.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. Subbase Course:
  - 1. Sound, durable blast furnace slag, stone, sand, gravel or blends of these materials, well-graded from coarse to fine and free from organic or other deleterious materials, conforming to the requirements of NYSDOT Section 304 and meeting the following gradation requirements (NYSDOT Type 2):

<b>SIEVE</b>	<b>PERCENT PASSING</b>
1/2"	95-100
3/8"	85-95
1/4"	60-75
No. 4	35-65
No. 16	20-40
No. 50	15-30
No. 200	10-15

- a. Magnesium Sulfate soundness loss after 4 cycles shall be less than 20 percent.
    - b. Plasticity Index of material passing No. 40 sieve shall not exceed 5.0.
    - c. Not more than 30 percent, by weight, of the particles retained on a 1/2 inch sieve shall consist of flat or elongated particles. A flat or elongated particle is defined as one which has its greatest dimension more than 3 times its least dimension.
  - 2. It shall be the Contractor's responsibility to provide a material which meets this specification and is within his capabilities to fine grade to the required tolerances. Should the subbase course become unstable at any time prior to the placement of the overlying course due to the gradation of the material furnished, the Contractor shall, at his own expense, correct the unstable condition to the satisfaction of the Engineer.
  - 3. All material shall meet the specified gradation prior to placement. All processing shall be completed at the source.
- B. Trail Pavement: Compacted mineral schist material, 1/2" minus crushed rock derived from hard rock processed in a quarry. Particle sizes range from 1/2" to dust. Processed bank run gravel is not acceptable as it contains insufficient fines.
- C. 3/4" – 1" Crushed Drainage Stone
- 1. Material shall be a sound, tough, durable broken or crushed stone practically free from thin, soft, elongate, or laminated pieces, and loam or clay, and which can be readily compacted to form a stable foundation.
  - 2. Material shall conform to NY State DOT specification.

### PART 3 – EXECUTION

#### 3.1 PREPARATION

- A. Establish required lines, levels, contours, and datum.
- B. Maintain benchmarks and other elevation control points. Re-establish, if disturbed or destroyed at no additional cost to the Owner.
- C. Place subbase only after subgrade has been proof-rolled and approved by the Engineer. Unstable or weak subgrade materials shall be replaced with suitable material at the Contractor's expense.

#### 3.2 PLACING

- A. Place soil stabilization fabric in accordance with Section "Stabilization Fabric," if required by the Drawings or otherwise specified.
- B. All subbase material shall be placed in uniform horizontal layers with a maximum compacted thickness of 12 inches.
- C. Place the subbase in a manner to avoid segregation. Uncontrolled spreading shall not be permitted.

#### 3.3 COMPACTION

- A. Where subbase courses must be moisture-conditioned before compaction, uniformly apply water to the surface. Prevent free water from appearing on the surface during, or subsequent to, compaction operations.

- B. All portions of each layer shall be compacted to a density not less than 100 percent of the maximum density.
- C. After compaction, the top surface of the subbase course shall not extend more than 1/4 inch above nor more than 1/4 inch below the specified grade at any location.
- D. Surface Compaction: Applied surfacing must be compacted using an 8 x 8 hand tamper or vibratory plate compactor. The material must be compacted with sufficient moisture content to bind together. Materials with too much moisture will not compact. Curing time is required (2 or more wet/dry cycles). Then apply firmness and stability test.

### 3.4 TRAFFIC ON SUBBASE

- A. The movement of highway traffic over the final surface of the subbase may be permitted at locations designated by, and under such restrictions as ordered by the Engineer, provided such movements take place prior to the final finishing of this course to the specified tolerance. The movement of construction equipment on this course may be permitted, at locations designated by and under such restrictions, as ordered by the Engineer. At locations where permission is granted for such movement, the temporary surface of the course, upon which the construction traffic is running, shall be placed and maintained at least 2 inches above the final surface of the course. Just prior to paving and after all construction traffic, not required for the removal, has ceased, the 2 inch protective layer shall be removed, and the exposed surface of the course prepared and compacted to the specified tolerance.
- B. Should the subbase become mixed with the subgrade or any other material, through any cause whatsoever, the Contractor shall, at his expense, remove such mixture and replace it with the appropriate subbase material.

### 3.5 FIELD QUALITY CONTROL

- A. Notify the Engineer at least one (1) working day in advance of all phases of filling and backfilling operations.
- B. Compaction testing shall be performed to ascertain the compacted density of the fill and backfill materials in accordance with Section "Quality Requirements."
- C. Compaction tests shall be provided for every 250 cubic yards of fill for each lift.
- D. The Engineer may direct additional tests to establish gradation, maximum density, and in-place density as required by working conditions, at the Contractor's expense.
- E. Acceptance Criteria: The sole criterion for acceptability of in-place subbase shall be in situ dry density. Minimum dry density for all subbase shall be 100 percent of the maximum dry density. If a test fails to qualify, the fill shall be further compacted and re-tested. Subsequent test failures shall be followed by removal and replacement of the material.

END OF SECTION



## SECTION 329113 – SOIL PREPARATION

### PART 1 – GENERAL

#### 1.1 SUMMARY

- A. This section includes provisions for the placement of topsoil in conformance with the lines, grades and thicknesses as shown on the Drawings and as herein specified.
- B. Minimum thickness is 6 inches, for all areas disturbed during construction and not receiving other surface treatment.
- C. The Contractor shall furnish all materials and perform all work in accordance with these specifications, drawings, and instructions provided by the Owner.

#### 1.2 SUBMITTALS

- A. Samples: Furnish earth materials to the testing laboratory for analysis and report, as directed by the Engineer or as outlined in the specifications.
- B. Quality Control Submittals:
  - 1. Test Reports: The testing laboratory shall submit written reports of all tests, investigations, and recommendations to the Contractor and the Engineer. Indicate quantities of materials necessary to bring topsoil into compliance with textural/gradation requirements. Indicate quantity of lime and quantity and analysis of fertilizer.

#### 1.3 REFERENCES

- A. Comply with the latest edition of the following standards:
  - 1. “Standard Specifications, Construction and Materials, New York State Department of Transportation, Office of Engineering.”
  - 2. “Standard Specifications for Highway Materials and Methods of Sampling and Testing, American Association of State Highway and Transportation Officials (AASHTO).”
  - 3. ASTM International (ASTM)
    - a. C33, Standard Specification for Concrete Aggregates.
    - b. C602, Standard Specification for Agricultural Liming Materials.
  - 4. U.S. Bureau of Reclamation (USBR)
    - a. 514.4.4, Reclamation Instructions, Series 510—Land Classification Techniques and Standards, Part 514—Laboratory Procedures, Chapter 4—Particle-Size Analyses.
    - b. 14.8.7, Reclamation Instructions, Series 510—Land Classification Techniques and Standards, Part 514—Laboratory Procedures, Chapter 8—Soil Chemical Tests.

#### 1.4 QUALITY ASSURANCE

- A. Provide and pay for all costs in connection with an approved independent testing facility to determine conformance of soils and aggregate with the specifications.

#### 1.5 PROJECT CONDITIONS

- A. Coordinate the placement of topsoil with the completion of all underground work including that of the other trades.

## PART 2 – PRODUCTS

### 2.1 MATERIALS

- A. Topsoil: Natural, friable, fertile, fine loamy soil possessing the characteristics of representative topsoils in the vicinity which produces a heavy growth; free from subsoil, objectionable weeds, litter, sods, stiff clay, stones larger than 1 inch in diameter, stumps, roots, trash, toxic substances, or any other material which may be harmful to plant growth or hinder planting operations. Contractor is to verify amount stockpiled and supply any additional as needed:
1. Topsoil shall contain not less than 6% nor more than 12% organic matter as determined by the wet combustion method (chronic acid reduction); topsoil shall have a pH value of not less than 5.5 nor more than 7.0;
  2. Topsoil shall meet the following mechanical analysis:

SIZE OF SCREEN	% OF SOIL RETAINED	% OF SOIL PASSING
1"	0	100
1/4	3	97
No. 100	40-60	40-60

3. Imported topsoil in which more than 60% of the material passing a No. 100 sieve shall be rejected. All percentages are to be based on the dry weight of the samples.
4. Laboratory tests of the topsoil shall be performed by a certified testing laboratory, and shall perform tests for the following:
  - a. Sieve particle size analysis and gradient of mineral content
  - b. Chemical analysis of the following:
    - 1) pH and buffer pH.
    - 2) Percent of organic content.
    - 3) Nutrient levels of phosphorus, potassium magnesium, manganese, iron, zinc and calcium.
    - 4) Soluble salt.
    - 5) Cation exchange capacity (CEC).
  - c. Recommended fertilizer and rate of application for low and medium level nutrient soils.

### 2.2 MATERIAL ACCEPTANCE

- A. Topsoil may be acquired from approved sites that are designated on the Drawings. If no sites are designated, material proposed for use as topsoil must be stockpiled, sampled, and tested prior to use.
- B. Topsoil containing foreign material may be rejected on the basis of visual examination by the Engineer, prior to testing.
- C. Acceptance of topsoil shall be based upon test results. Tested topsoil must be approved in writing by the Engineer before any material is used.

### 2.3 SOIL AMENDMENT

- A. Textural Amendments: Amend as necessary to conform to required composition by incorporating sand, peat, manure, or sawdust.
- B. Fertilizer: Shall be delivered to the site, mixed as specified, in the original unopened standard size bags showing weight, analysis and name of manufacturer. Store fertilizer in a weatherproof place and in such a manner that it shall be kept dry and its effectiveness shall not be impaired.

1. Percentages of nitrogen, phosphorus and potassium shall be based on laboratory test recommendations. For the purpose of bidding, assume 10% nitrogen, 6% phosphorus and 4% potassium by weight. At least 50% of the total nitrogen shall contain no less than 3% water-insoluble nitrogen. At least 60% of the phosphorous content shall be derived from super-phosphate containing not less than 18% phosphoric acid or bone meal containing 25% to 30% phosphoric acid and 2% to 3% nitrogen. Potassium shall be derived from muriate of potassium containing 55% to 60% potassium.
  2. Grass or sodded areas shall have fertilizer applied according to soil text report or as specified on the drawings.
- C. Organic Matter: Leaf matter and yard waste composted sufficiently to break down all woody fibers, seeds, and leaf structures, and free of toxic and non-organic matter. Organic matter shall be commercially prepared.
- D. Lime: Shall be ground palletized, or pulverized lime manufactured to meet agricultural standards and contain a maximum of 60% oxide.

## PART 3 – EXECUTION

### 3.1 STOCKPILING

- A. Stockpile topsoil from on-site sources or provide from off-site sources and stockpile, if on-site quantities are deficient.
- B. Stockpiles are to contain not less than 200 cubic yards or the minimum required for the project.
- C. Stockpiles are to have a maximum height of 10 feet and be trimmed to uniform surfaces and slopes.
- D. The sites of all stockpiles and adjacent areas, which have been disturbed are to be graded and put into an acceptable condition by seeding, as directed by the Engineer.

### 3.2 PREPARATION

- A. Preparation - Disk, drag, harrow or hand rake subgrade to a depth of 3 inches to provide bond for topsoil. Topsoil, which must be transported across finished walks, shall be delivered in such a manner that no damage will be done to the walks. The Contractor shall be responsible for the repair of such damage.
- B. Before placing topsoil, rake subsoil surface clear of stones larger than 1.5 inches, debris, and roots. Compact topsoil to form a layer with minimum depth of 4 inches in lawn areas and 12 inches in shrub beds. Topsoil shall be placed so that after final settlement there will be good drainage (and conforming to elevations shown on drawings). Contractor is to maintain surfaces and place any additional topsoil necessary to replace that which may have eroded before acceptance.
- C. Locations containing unsuitable subsoil shall be treated in one of the following manners:
  1. Where unsuitability within the construction site is deemed by the Owner to be due to excessive compaction caused by heavy equipment or by the presence of boards, mortar, concrete or other construction materials in subgrade, and where the natural subsoil is other than A.A.S.H.T.O. classification of A6 or 7, the Contractor shall loosen such areas with spikes, discs, or other means to loosen the soil to a condition acceptable by the Owner. The Contractor shall also remove all debris and objectionable material. Soil should be loosened to a minimal depth of 12 inches with additional loosening as required to obtain adequate drainage. Contractor may



introduce peat moss, sand, or organic matter into the subsoil to obtain adequate drainage should he so desire. All such remedial measures shall be considered as incidental to the work and no extra payment shall be made for this part of the work; and

2. Where subgrade is deemed by the Owner to be unsuitable because the natural subsoil falls into an AASHTO classification of A6 or 7 and contains moisture in excess of 30%, then such a condition shall be rendered suitable by installation of a subdrainage system or by other means described elsewhere in these specifications. Where such conditions have not been known or revealed prior to planting time and where they have not been recognized in the preparation of drawings and specifications, then the Owner shall issue a change order to install the proper remedial measures, all of which shall be in addition to the contract sum.

### 3.3 TOPSOIL PLACEMENT

- A. Do not place topsoil when subsoil or topsoil is frozen, excessively wet, or otherwise detrimental to the Work.
- B. Mix soil amendments, lime, and fertilizer with topsoil before placement or spread on topsoil surface and mix thoroughly into entire depth of topsoil before planting or seeding. Delay mixing of fertilizer if planting or seeding will not occur within 3 days.
- C. Place 1/2 of total depth of topsoil and work into subgrade soil to create a transition layer. Place remainder of topsoil to depth after compacting to 75% where seeding and planting are scheduled.
- D. Uniformly distribute to within 1/2 inch of final grades. Fine grade topsoil eliminating rough or low areas and maintaining levels, profiles, and contours of subgrade to ensure positive drainage.
- E. Remove stones exceeding 1 inch, roots, sticks, debris, and foreign matter during and after topsoil placement.
- F. Remove surplus subsoil and topsoil from Site. Grade stockpile area as necessary and place in condition acceptable for planting or seeding.

### 3.4 CLEANING

- A. Remove all surplus subsoil and topsoil from project site.
- B. Leave the site in clean, satisfactory condition ready to receive subsequent operations.

END OF SECTION

## SECTION 329200 – TURF AND GRASSES

### PART 1 – GENERAL

#### 1.1 SUMMARY

- A. This Section includes the preparation of ground surfaces, fertilization of applicable areas, seeding, mulching of applicable surface areas, and maintenance of turf areas until such time as project is accepted by Engineer. Applicable areas shall include those identified on the Contract Drawings.
- B. Seed shall be sown from April 1 to June 15, or from August 15 to October 15 of given calendar year, unless otherwise approved by Engineer.

#### 1.2 SUBMITTALS

- A. Quality Control Submittals:
  - 1. Certification:
    - a. Submit manufacturer's or vendor's certified analysis for soil amendments and fertilizer materials.
    - b. Submit vendor's certified analysis for each grass seed mixture required, stating botanical and common name, percentages by weight, percentages by purity, germination, and weed seed.
- B. Maintenance Instructions: Submit instructions recommending procedures to be implemented for maintenance of landscaped work for one (1) full year. Submit prior to expiration of Contractor's maintenance period.
- C. Submit description of planned mulching techniques and corresponding manufacturer's installation recommendations for approval by Engineer.

#### 1.3 QUALITY ASSURANCE

- A. All turf and grasses work shall be performed by one Contractor, with proven expertise in this type of construction.
- B. Package standard products with the manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists, wherever applicable.
- C. The Contractor shall provide and pay for all costs in connection with an approved independent testing facility to determine conformance of materials with the specifications.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver packaged materials in containers, showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery, and while stored on site.

## PART 2 – PRODUCTS

### 2.1 MATERIALS

#### A. Fertilizer:

1. Commercial fertilizer (5-10-5) inorganic, or organic, containing not less than five (5) percent nitrogen, ten (10) percent available phosphoric acid, and five (5) percent water soluble potash.
2. If, as an alternative, the Contractor wishes to substitute for commercial fertilizer 5-10-5, another commercial fertilizer with a 1-2-1 ratio, such as 10-20-10 or 6-12-6, they may do so with the approval of the Engineer and the rate of fertilizer to be used shall be whatever amount is required to furnish the same amount of nitrogen as would be supplied by the 5-10-5.

#### B. Seed:

1. Seed shall be fresh, clean, new-crop seed mixed in the proportions specified for species and variety, conforming to Federal and State Standards.
2. Use the following standard mixture blue seal classic, unless a special mixture is otherwise indicated or approved by the Engineer.

SPECIES	% BY WEIGHT	% BY PURITY	% BY GERMINATION
Kentucky Bluegrass*	60	85	80
Creeping Red Fescue	20	95	85
Perennial Rye	20	95	85
<i>*Kentucky Bluegrass must consist of a minimum of two varieties.</i>			

3. Weed seed content shall not exceed 0.25%.

#### C. Mulch:

1. Provide and install a mulch adequate to protect the seeding during its growing period. It shall be the responsibility of the Contractor to determine the appropriate mulching techniques for the particular site conditions and acquire approval of the same from the Engineer.
2. Clean straw for gentle slopes, consisting of stalks of oats, wheat, rye, or other approved crops which are free of noxious weed seeds. Weight shall be based on a fifteen (15) percent moisture content.
3. Mulching blanket for steep slopes and drainage swales: “Curlex Blanket” by American Excelsior, “Ero-Mat” by Contech Construction Products, Inc, or approved equal.
4. Bonded fiber matrix for mulching in areas where slopes are 1.5H:1V or greater or cut or fill slopes 20 feet (6m) or more in height. Product shall be EcoAegis as manufactured by Canfor, or approved equal meeting U.S. DOT Standard Specification FP-96, Section 713.05(h)
  - a. Package Weight: 50 pound (18.6kg) bags.
  - b. Moisture Content: 12 +/- 3 percent by weight.
  - c. Minimum Water Holding Capacity: Approximately 10 times dry weight.
  - d. Composition:
    - 1) Refined Softwood Fiber: (90% by weight).
    - 2) Blended Hydrocolloid-based Binder: (9% by weight).
    - 3) Mineral Activator: (1% by weight).
  - e. Color: Natural – No Dye Products.

#### D. Water: Clean and potable.

## 2.2 ACCESSORIES

- A. Soil Amendments: Soil amendments are not to be made without review and authorization by the Engineer.
  - 1. Lime: Natural limestone containing not less than 85% of total carbonates, ground so that not less than 90% passes a 10-mesh sieve and not less than 50% passes a 100-mesh sieve.
  - 2. Aluminum Sulfate: Commercial grade.
  - 3. Peat Humus: FS Q-P-166 and with texture and pH range suitable for intended use.
  - 4. Bonemeal: Commercial, raw, finely ground; 4% nitrogen and 20% phosphoric acid.
  - 5. Superphosphate: Soluble mixture of treated minerals; 20% available phosphoric acid.
  - 6. Sand: Clean, washed sand, free of toxic materials.
  - 7. Perlite: Conforming to National Bureau of Standards PS 23.
  - 8. Vermiculite: Horticultural grade, free of toxic substances.
  - 9. Sawdust: Rotted sawdust, free of chips, stones, sticks, soil, or toxic substances and with 7.5 pounds (2.8 kg) nitrogen uniformly mixed into each cubic yard of sawdust.
  - 10. Manure: Well-rotted, unleached stable or cattle manure containing not more than 25% by volume of straw, sawdust, or other bedding materials and containing no chemicals or ingredients harmful to plants.
  - 11. Commercial Fertilizer: Complete fertilizer of neutral character, with some elements derived from organic sources and containing available plant nutrients.
  - 12. Composted Organic Material: Shall have a minimum organic matter content of 60 percent, as determined by ASTM D-2974, and screened to ¾-inch (1.9 cm).

## PART 3 – EXECUTION

### 3.1 PREPARATION OF TOPSOIL

- A. Clean topsoil of roots, plants, stones, clay lumps and other extraneous materials harmful or toxic to plant growth.
- B. Mix fertilizer into top 2 inches (5 cm) of topsoil at a rate of 10 pounds (3.7 kg) per 1,000 square feet. (92.9 m<sup>2</sup>)
- C. Mix approved soil amendments into top 2 inches (5cm) of topsoil at necessary rates.
- D. Water dry topsoil to depth of 4 inches (10cm) at least 48 hours prior to seeding to obtain a loose friable seed bed.

### 3.2 PREPARATION OF UNCHANGED GRADES

- A. Where lawns are to be planted in areas not altered or disturbed by excavating, grading, or stripping, prepare soil for seeding as follows:
  - 1. Till to a depth of not less than 6 inches (15cm).
  - 2. Apply soil amendments and initial fertilizers as specified.
  - 3. Remove high areas and fill in depressions.
  - 4. Till soil to a homogeneous mixture of fine texture, free of lumps, clods, stones, roots, and other extraneous matter.
    - a. Prior to preparation of unchanged areas, remove existing grass, vegetation and turf. Dispose of such materials off the site; do not turn over into soil being prepared for lawns.

- b. Apply specified commercial fertilizer at rates specified and thoroughly mixed into upper 2 inches (5 cm) of topsoil. Delay application of fertilizer, if lawn planting will not follow within one week.

### 3.3 SEEDING

- A. Apply seed only when wind velocities are less than five (5) miles per hour (9km/hr).
- B. Sow half the seed with mechanical seeder.
- C. Sow remaining half of the seed at right angles to the direction of the first seeding pattern, using the same method.
- D. Apply seed at the rate of 4 pounds (1.5 kg) per 1,000 square feet (92.9 sq. meters) of disturbed area.
- E. Cover seed to a depth of 1/8-inch (3mm) by raking, harrowing, or cultipacking.
- F. Roll seeded area with roller weighing no more than 150 pounds per foot of roller width.
- G. Water seeded areas to a depth of four (4) inches (10cm) as required during the maintenance period.

### 3.4 MULCHING

- A. Spread straw uniformly over seeded area with 75% ground coverage and at least 1-1/2 inches loose depth.
  - 1. If, in the opinion of the Engineer, wind will disrupt the mulching, apply asphalt emulsion at a rate of 10 gallons (37.81) per 1,000 square feet (92.9 m<sup>2</sup>).
- B. Place mulching blanket in accordance with submitted manufacturer's recommendations.
- C. Place bonded fiber matrix mulch material, EcoAegis, at a rate of 3,500 to 4,100 pounds per acre, based on manufacturer's recommendations.

### 3.5 HYDROSEEDING

- A. Mix specified seed, fertilizer, and pulverized mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogeneous slurry suitable for hydraulic application.
- B. Apply slurry uniformly to all areas to be seeded. Rate of application as required to obtain specified seed sowing rate.

### 3.6 PROTECTION

- A. Immediately after seeding, erect barricades and warning signs as required to protect newly planted areas from pedestrian and vehicular traffic. Maintain barricades throughout maintenance period until grass and/or turf is established.
- B. Repair or replace damaged landscape work as directed by Engineer.

### 3.7 MAINTENANCE

- A. Begin maintenance immediately after seed placement.
- B. Watering:
  - 1. Keep soil moist during seed germination period.
  - 2. Supplement rainfall to produce a total depth penetration of 2 inches per day after germination.
  - 3. Prevent erosion and displacement of seed.
- C. Mowing:
  - 1. When grass reaches 4 inches in height, mow to 2-½ inches in height.
  - 2. Maintain grass between 1-½ inches and 2-½ inches in height.
  - 3. Do not cut off more than 30% of grass leaf in a single mowing.
  - 4. Remove grass clippings.
- D. Reseed and mulch spots larger than 1 square foot not having uniform coverage.
- E. Maintain lawns by watering, fertilizing, weeding, mowing, trimming, and other operations such as rolling, regrading, and replanting as required to establish a smooth, acceptable lawn, free of eroded or bare areas.
- F. Maintain and protect all seeded areas until final acceptance of the Contract.

### 3.8 FINAL ACCEPTANCE

- A. Final acceptance of lawn areas will be granted when a uniform stand of acceptable grass is obtained, with a minimum of 95 percent coverage.
  - 1. Portions of the lawn areas may be accepted at various times at the discretion of the Engineer.
  - 2. Upon acceptance by the Engineer of a seeded area, the Owner will immediately assume responsibility for maintenance and protection of that portion of the Contract seeding.

END OF SECTION



## SECTION 330513 – MANHOLES AND STRUCTURES

### PART 1 – GENERAL

#### 1.1 SUMMARY

- A. This section includes the following:
  - 1. Installation of manholes, catchbasins, precast concrete structures, frames, grates, covers, steps, and piping connections as shown on the Drawings and as specified herein.
  - 2. Alteration of existing structures as shown on the Drawings and as specified herein.

#### 1.2 QUALITY ASSURANCE

- A. Reference Standards: Comply with applicable provisions and recommendations of the following, except as otherwise shown or specified:
  - 1. American Society of Testing and Materials (ASTM).
  - 2. American National Standards Institute (ANSI).
  - 3. Occupational Health and Safety Administration (OSHA).

#### 1.3 SUBMITTALS

- A. Shop Drawings: Submit the following for approval:
  - 1. Design and construction details of all precast concrete units.
  - 2. Fabrication, assembly, and installation details for all castings and miscellaneous metal works.
  - 3. Precast concrete structure design calculations verifying the structures have been designed to withstand the burial, submergence and anticipated live and dead loads. Design calculations for uplift forces shall incorporate a minimum factor of safety of 1.15.
- B. Product Data:
  - 1. Manufacturer's catalog cuts, specifications, and installation instructions.

#### 1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the site to prevent interruption of the Work.
- B. All materials shall be inspected by the Contractor upon delivery to the site. The Contractor shall notify the Engineer of any loss or damages. Replace loss or repair damage to new condition at the Contractor's expense.
- C. Store materials to allow easy access for inspection and identification.

### PART 2 – PRODUCTS

#### 2.1 DESIGN REQUIREMENTS

- A. Design: In accordance with ASTM C890 – Minimal Structural Design Loading for Monolithic or Sectional Precast Concrete Water and Wastewater Structures.
- B. Loading: AASHTO HS-20 with 30 percent impact and 130 pound/cubic foot equivalent soil pressure.



## 2.2 PRECAST CONCRETE DRAINAGE STRUCTURES

- A. Drainage manholes shall conform to subpart "Precast Concrete Manholes."
- B. Catch basins with greater than 6 feet sidewall depth shall conform to subpart "Precast Concrete Manholes."
- C. Catch basins with less than or equal 6 feet sidewall depth shall be 2-foot 6-inch by 2-foot 6-inch square I.D. precast concrete catch basin units as manufactured by Fort Miller Company, Inc., of Schuylerville, NY or equal.
- D. Precast catch basin units shall conform to the dimensions shown on the Drawings and as detailed in Shop Drawings approved by the Engineer.
- E. Unless otherwise specified precast concrete units shall conform to ASTM C478.
- F. A precast concrete slab, as necessary for proper frame and grate placement, shall be provided at the top of the catch basin unit. The slab shall be designed for an H-20.

## 2.3 PRECAST CONCRETE MANHOLES

- A. All precast concrete manhole units shall be as manufactured by Fort Miller Company, Inc., of Schuylerville, New York or approved equal.
- B. Precast manhole units shall conform to the dimensions shown on the Drawings and as detailed in Shop Drawings approved by the Engineer.
- C. Unless otherwise specified, manhole sections shall conform to ASTM C478.
- D. Precast structure bases shall be of the "base unit" type, with an integral base and barrel section. The barrels shall be constructed in increments of 1 foot to provide the indicated height with the fewest joints. Openings for pipe connections will not be permitted closer than 1 foot to the nearest joint. Mark the date of manufacture and name or trademark of manufacturer in the inside of each section.
- E. Manholes barrels, servicing pipes less than 27-inch diameter, shall be 48-inch diameter. Manholes barrels, servicing pipes 27-inch diameter and larger shall be 60-inch diameter. Larger diameter manholes barrels shall be provided as indicated on the Drawings or as specified herein.
- F. Joints shall be rubber and concrete using O-ring gaskets (ASTM C443) or butyl rubber gaskets (ASTM C443), or tongue and groove buttered with 1:2 cement mortar (ASTM C270, Type M). A precast eccentric cone, or precast slab where shown, shall be provided at the top of the manhole barrel to receive the frame and cover. The slab or cover shall be designed for an H-20 loading.
- G. Precast manhole units shall be coated on the exterior with a two-coat application of polyamide-cured epoxy-coal tar. Application shall meet manufacturer's recommendations. Do not apply the polyamide-cured epoxy-coal tar within 28 days of concrete manufacture. Epoxy-coal tar to be as manufactured by Coopers Creek Chemical Corporation, Cooper Black #775 Epoxy Tar Coating or approved equal.

## 2.4 MANHOLE STEPS

- A. Manhole sections shall contain manhole steps at 12 inches on center for all structures over 3 feet 6 inches in height. The steps shall be embedded in the concrete and accurately positioned both vertically and horizontally.

- B. Steps shall be capable of withstanding a 300-pound concentrated live load without permanent distortion, conforming to the requirements of ANSI A14.3, OSHA, and the details shown on the Drawings.
- C. Manhole rungs shall be steel reinforced copolymer polypropylene plastic. Rungs shall be 14 in. wide, M.A. Industries type PS2-PF, or equal. Copolymer polypropylene shall be type II, grade 16906 meeting ASTM D4101. Steel reinforcing shall be 3/8-inch diameter, Grade 60 conforming to ASTM A615 and shall be continuous throughout the rung. The portion of the legs to be embedded in the precast section shall have fins and be tapered to insure a secure bond.
- D. Frames and covers shall be as shown on the Drawings. Otherwise, conform to the standard detail of the regulatory authorities having jurisdiction for the project (if applicable). Access clear width shall be a minimum of 24-inches.

## 2.5 FRAMES AND COVERS/GRATES

- A. Frames and covers/grates shall be cast iron, ASTM A48, Class 30, free from flaws or unsightly defects.
- B. Frames and covers shall conform to the details on the Drawings and have "SANITARY SEWER" or "STORM SEWER" cast on every cover.
- C. Frames and covers/grates shall be designed for an H-20 loading and be machined to ensure correct fit and even bearing.
- D. Frames and covers/grates shall be as shown on the on the Drawings. Otherwise, conform to the standard detail of the regulatory authorities having jurisdiction for the project (if applicable).

## 2.6 GRADE ADJUSTMENTS

- A. Grade Rings: Reinforced-concrete rings, 3- to 12-inch total thickness, to match diameter of manhole frame and cover.

## 2.7 GROUT

- A. Description: ASTM C1107, Grade B. nonshrink and nonmetallic, dry hydraulic-cement grout.
  - 1. Characteristics: Post-hardening, volume-adjusting, nonstaining, noncorrosive, nongaseous, and recommended for interior and exterior applications.
  - 2. Design Mix: 5000 psi (34.5 MPa), 28-day compressive strength.
  - 3. Packaging: Premixed and factory packaged.

## 2.8 DROP INLET

- A. Drop inlets for manholes shall be constructed where shown on the Drawings and shall conform with the details shown on the Drawings.
- B. Pipe and fittings shall be the same type and class as the sewer pipe beings installed.
- C. Concrete for pipe encasement shall be 3,000 psi.

## PART 3 – EXECUTION

### 3.1 EARTHWORK

- A. Earthwork shall be in accordance with Section “Trenching and Backfilling” or Section “Earth Moving.”

### 3.2 PRECAST MANHOLE SECTIONS

- A. Base units shall be placed on a minimum 12-inch foundation of pipe zone bedding material, and be set at the proper elevation, carefully leveled, and aligned.
- B. Barrel units shall be set vertical with steps and sections in proper alignment. All joints shall be sealed with cement mortar inside and out, and troweled smooth to the contour of the wall surface. Joints shall be installed in accordance with manufacturer’s recommendations.
- C. Lifting holes shall be sealed tight with a tapered solid rubber plug driven into the hole and the remaining void filled with mortar on the outside only.

### 3.3 GRADE RINGS

- A. Grade rings placed upon the eccentric cone or slab shall be used for all manholes to provide the potential for future adjustment.
- B. Grade rings shall be placed in a combined thickness of at least 4 inches but not more than 12 inches in order to bring the manhole frame to proper grade.
- C. Consecutive grade ring layers shall be laid on an even mortar bed.

### 3.4 PIPE CONNECTIONS

- A. Pipe connections to manholes shall be installed true to line and grade as shown on the Drawings. Wall fittings shall be watertight, compatible with the sewer pipe joint. Connections shall conform to the details shown on the Drawings.

### 3.5 INVERT CHANNEL AND BENCH WALLS

- A. An invert channel and bench walls shall be constructed as shown on the Drawings to provide a smooth transition in flow through the manhole. The invert channel and bench wall shall be constructed of 3,000 psi concrete. Benches shall be built-up to the height called for on the Drawings, or as directed by the Engineer, and given a steel trowel finish. Care shall be taken to slope all benches for proper drainage to the invert channel.

### 3.6 FRAMES

- A. Frames shall be firmly set and bonded at the proper grade to conform with the finished grade shown on the Drawings.
- B. Frames for manholes in unpaved areas shall be set at an elevation higher than finished grade as shown on the Drawings or as directed by the Engineer.

### 3.7 WATERTIGHTNESS

- A. All manholes shall be free of visible leakage. Each manhole shall be inspected, and all leaks shall be repaired in a manner approved by the Engineer.
- B. Testing: Manhole Negative Air Pressure (Vacuum) Test shall be performed prior to backfilling and in accordance with ASTM C1244.
1. Preparation of manhole
  2. All lift holes shall be plugged.
  3. All pipes entering the manhole shall be temporarily plugged, taking care to securely brace the pipe and plugs to prevent them from being drawn into the manhole during testing Procedure.
  4. The test apparatus shall be placed at the top of the manhole in accordance with the manufacturer's recommendations.
  5. A vacuum of 10 inches (254 mm) of mercury shall be drawn on the manhole. The valve on the vacuum line of the test apparatus shall be closed and the vacuum pump shut off.
  6. The time shall be recorded for the vacuum to drop to 9 inches (229 mm).
  7. If the time recorded exceeds the values in the following table, based on the manhole's depth and diameter, the manhole is acceptable.

DEPTH (FT)	DIAMETER (IN.)		
	48"	60"	72"
	TIME (SEC.)		
8	20	26	33
10	25	33	41
12	30	39	49
14	35	46	57
16	40	52	67
18	45	59	73
20	50	65	81
22	55	72	89
24	59	78	97

### 3.8 CONNECTION TO EXISTING STRUCTURES

- A. The Contractor shall make connections to existing manholes as shown on the Drawings or as specified herein.
- B. For connections to precast or cast-in-place concrete manholes, the Contractor shall core drill a hole 1 inch larger than the O.D. of the sewer pipe into the existing manhole at the location and elevation shown on the Drawings.
- C. For connections to masonry manholes, the Contractor shall open the sidewall of the existing manhole by removing masonry units no more than necessary to accommodate the sewer pipe.
- D. Connection methods shall be in accordance with the details shown on the Drawings. Any open spaces around the new pipe entry shall be sealed with non-shrink grout to prevent leakage.

- E. The existing bench and channel shall be removed and reconstructed to permit flow through the manhole as it now exists and also for the new sewer pipe. Bench and channel reconstruction shall conform with the details on the Drawings, or as directed by the Engineer.
- F. The Contractor shall be responsible for diverting flow through the manhole in order to allow bench and channel construction.

### 3.9 CHANGING ELEVATIONS OF EXISTING STRUCTURES

- A. Lower existing frames of manholes by the removal of appropriate masonry courses, to the elevations shown on the Drawings or as directed by the Engineer.
- B. Raise the existing frames of manholes by the addition appropriate grade rings to the elevations shown on the Drawings or as directed by the Engineer.
- C. Where the manhole frames cannot be lowered by removal of masonry courses, such as may be the case with precast concrete manholes, the upper barrel section shall be removed and/or replaced with a section of less depth, to permit the necessary adjustment of the frame.
- D. Frames and covers damaged during the Work shall be replaced at the Contractor's expense.

END OF SECTION

## SECTION 331112 – HIGH DENSITY POLYETHYLENE (HDPE) PIPE AND FITTINGS

### PART 1 – GENERAL

#### 1.1 SUMMARY

- A. This section includes but is not limited to high-density polyethylene (HDPE) (ductile iron pipe size) pressure pipe primarily intended for the transportation of water and sewage either buried or above grade.

#### 1.2 REFERENCES

- A. All published standards of the following associations/organizations, as mandated by specific state standards, shall be followed and applied as a minimum:
  - 1. AWWA C901, Polyethylene (PE) pressure Pipe and Tubing, 1/2 inch through 3 inch for water.
  - 2. AWWA C906, Polyethylene (PE) pressure Pipe and Fittings, 4 inch through 63 inch for water.
  - 3. ASTM D3035, Standard Spec for PE Pipe (DR-PR) Based on Controlled Outside Diameter.
  - 4. ASTM D3261, Butt Heat Fusion PE Fittings for PE Pipe and Tubing.
  - 5. ASTM D3350, Standard Specification for PE Pipe & Fittings Materials.
  - 6. ASTM D1238, Melt Flow Index.
  - 7. ASTM D1505, Density of Plastics.
  - 8. ASTM D2837, Hydrostatic Design Basis.
  - 9. National Sanitation Foundation (NSF) Standard No. 14, Plastic Piping Components and Related Materials.
  - 10. TR-33/2005, Generic Butt Fusion Joining Procedure for Field Joining of PE Pipe.

#### 1.3 GENERAL

- A. Use:
  - 1. HDPE pipe/fittings shall be allowed for use as water, wastewater and reclaimed water pressure pipe where compatible with the specific conditions of the project. All material used in the production of water main piping shall be approved by the NSF.
- B. Documentation:
  - 1. Documentation from the resin's manufacturer showing results of the following tests for resin identification:
    - a. Melt Flow Index ASTM D1238.
  - 2. Density ASTM D1505.
- C. Manufacturer:
  - 1. All HDPE pipe and fittings shall be from a single manufacturer, who is fully experienced, reputable and qualified in the manufacture of the HDPE pipe to be furnished. The pipe shall be designed, constructed and installed in accordance with the best practices and methods and shall comply with these Specifications. Qualified manufacturers shall be DRISCOPIPE as manufactured by Phillips Products Co., Inc. or approved equal.

D. Finished Product Evaluation:

1. Production staff shall check each length of pipe produced for the items listed below. The results of all measurements shall be recorded on production sheets, which become part of the manufacturer's permanent records.
  - a. Pipe in process shall be checked visually, inside, and out for cosmetic defects (grooves, pits, hollows, etc.).
  - b. Pipe outside diameter shall be measured using a suitable periphery tape to ensure conformance with ASTM F714 or ASTM D3035, whichever is applicable.
  - c. Pipe wall thickness shall be measured at 12 equally spaced locations around the circumference at both ends of the pipe to ensure conformance with ASTM F714 or ASTM D3035, whichever is applicable.
  - d. Pipe length shall be measured.
  - e. Pipe marking shall be examined and checked for accuracy.
  - f. Pipe ends shall be checked to ensure they are cut square and clean.
  - g. Subject inside surface to a "reverse bend test" to ensure the pipe is free of oxidation (brittleness).

E. Stress Regression Testing:

1. The polyethylene pipe manufacturer shall provide certification that stress regression testing has been performed on the specific polyethylene resin being utilized in the manufacture of this product. This stress regression testing shall have been done in accordance with ASTM D2837 and the manufacturer shall provide a product supplying a minimum Hydrostatic Design Basis (HDB) of 1,600 psi as determined in accordance with ASTM D2837.

F. Compatibility:

1. Contractor is responsible for compatibility between pipe materials, fittings, and appurtenances.

G. Warranty:

1. The pipe manufacturer shall provide a warranty against manufacturing defects of material and workmanship for a period of ten years after the final acceptance of the project by the Owner. The manufacturer shall replace at no expense to the Owner any defective pipe/fitting material including labor within the warranty period.

## PART 2 – PRODUCTS

### 2.1 PIPE SIZES 4-INCH DIAMETER AND LARGER

- A. Materials used for the manufacture of polyethylene pipe and fittings shall be made from a PE 4710 high density polyethylene resin compound meeting cell classification 445574C per ASTM D3350; and meeting Type 111, Class C, Category 5, Grade P34 per ASTM D1238.
- B. HDPE pipe shall comply with AWWA Specifications C906.
- C. If rework compounds are required, only those generated in the Manufacturer's own plant from resin compounds of the same class and type from the same raw material supplier shall be used.
- D. Dimensions and workmanship shall be as specified by ASTM F714. HDPE fittings and transitions shall meet ASTM D3261. HDPE pipe shall have a minimum density of 0.955 grams per cubic centimeter. All HDPE pipe and fittings shall have a Hydrostatic Design Basis (HDB) of 1,600 psi.

- E. HDPE pipe and accessories 4-inch diameter and larger shall have a minimum pressure rating of 200 psi meeting the requirements of Standard Dimension Ratio (SDR) 11.
- F. The pipe manufacturer must certify compliance with the above requirements.

## 2.2 PIPE SIZES 2-INCH DIAMETER AND LESS

- A. Materials used for the manufacture of polyethylene pipe and fittings shall be made from a PE 4710 high density polyethylene resin compound meeting cell classification 445574C per ASTM D3350; and meeting Type 111, Class C, Category 5, Grade P34 per ASTM D1238.
- B. HDPE pipes shall comply with AWWA Specifications C901.
- C. If rework compounds are required, only those generated in the Manufacturer's own plant from resin compounds of the same class and type from the same raw material supplier shall be used.
- D. Dimensions and workmanship shall be as specified by ASTM D3035. HDPE fittings and transitions shall meet ASTM D3261. HDPE pipe shall have a minimum density of 0.955 grams per cubic centimeter. All HDPE pipe and fittings shall have a Hydrostatic Design Basis (HDB) of 1,600 psi.
- E. HDPE pipe and accessories 2 inches and less in diameter shall have a minimum pressure rating of 250 psi meeting the requirements of Standard Dimension Ratio (SDR) 9.
- F. The pipe Manufacturer must certify compliance with the above requirements.

## 2.3 FITTINGS

- A. All molded fittings and fabricated fittings shall be fully pressure rated to match the pipe SDR pressure rating to which they are made. All fittings shall be molded or fabricated by the manufacturer. No Contractor fabricated fittings shall be used unless approved by the Engineer.
- B. The manufacturer of the HDPE pipe shall supply all HDPE fittings and accessories as well as any adapters and/or specials required to perform the work as shown on the Drawings and specified herein.
- C. All fittings shall be installed using butt-fused fittings, thermo-fused fittings/couplings, or flanged adapters and must be approved by the Engineer. NO size on size wet taps shall be permitted.
- D. All transition from HDPE pipe to ductile iron or PVC shall be made per the HDPE pipe manufacturer's recommendations and specifications. A molded flange connector adapter within a carbon steel back-up ring assembly shall be used for pipe type transitions. Ductile iron back-up rings shall mate with cast iron flanges per ANSI B16.1. A 316 stainless steel back-up ring shall mate with a 316 stainless steel flange per ANSI B16.1.
  - 1. No solid sleeves shall be allowed between such material transitions.
  - 2. All HDPE pipe and fittings shall be from a single manufacturer, who is fully experienced, reputable, and qualified in the manufacture of the HDPE pipe.
- E. The following shall be continuously indent printed on the pipe or spaced at intervals not exceeding 5-feet:
  - 1. Name and/or trademark of the pipe manufacturer.
  - 2. Nominal pipe size.
  - 3. Dimension ratio.
  - 4. The letters PE followed by the polyethylene grade in accordance with ASTM D1248 followed by the hydrostatic design basis in psi (e.g., PE 4710).



5. Manufacturing standard reference (e.g., ASTM F714 or D3035) as required.
6. A production code from which the date and place of manufacture can be determined.
7. Color Identification, either stripped by co-extruding longitudinal identifiable color markings or shall be solid in color and as follows:

Color or Stripe Color	Solid Wall Piping & Conduit Application
Red	Electric power lines, cable, conduit, and lighting cables
Orange	Telecommunication, alarm or signal lines, cables, or conduit
Yellow	Fuel gas (methane or propane), oil, petroleum, steam, or gaseous materials
Green	Sewers and drain lines
Blue	Potable water
Purple (Lavender)	Reclaimed water, irrigation, and slurry lines

F. Tracing Wire:

1. Open trench HDPE applications shall be installed with tracer wire.
2. Directional Drilled HDPE shall have wire conforming to Copperhead Industries Reinforced #1245 Extra-High Strength Tracer Wire and affixed to the drilling head/reamer per Detail M-17.

G. Marking Tape: Marking tape shall be installed above the pipe.

## PART 3 – EXECUTION

### 3.1 JOINING METHOD

- A. The pipe shall be joined with butt, heat fusion joints as outlined in ASTM D2657 and conform to the Generic Butt Fusion Joining Procedure for Field Joining of Polyethylene Pipe, Technical Report TR-33/2005, published by the Plastic Pipe Institute (PPI). All joints shall be made in strict compliance with the manufacturer's recommendations. A factory qualified joining technician as designated by pipe manufacturer or experienced, trained technician shall perform all heat fusion joints.
- B. Lengths of pipe shall be assembled into suitable installation lengths by the butt-fusion process. All pipes so joined shall be made from the same class and type of raw material made by the same raw material supplier. Pipe shall be furnished in standard laying lengths not to exceed 50 feet and no shorter than 20 feet.
- C. On days butt fusions are to be made, the first fusion shall be a trial fusion in the presence of the Engineer. The following shall apply:
  1. Heating plate surfaces shall be inspected for cuts and scrapes and shall be free of dirt and residue. Heater surfaces should be between 400 DegF (minimum) to 450 DegF (maximum). Measure the temperature at 12:00, 3:00, 6:00 and 9:00 o'clock positions using a pyrometer or infrared thermometer at locations where the heating plate will contact the pipe/fitting ends. The maximum temperature difference between any two points on a single heating surface must not exceed 24 DegF. If this temperature is exceeded, the heating plate shall be cleaned per the manufacturer's recommendations.
  2. The fusion or test section shall be cut out after cooling completely for inspection.

3. The test section shall be 12 inches or 30 times (minimum) the wall thickness in length and 1 inch or 1.5 times the wall thickness in width (minimum).
  4. The joint shall be visually inspected as to continuity of "beads" from the melted material, and for assurance of "cold joint" prevention (i.e., joint shall have visible molded material between walls of pipe). Joint spacing between the walls of the two ends shall be a minimum of 1/16 inch to a maximum 3/16 inch.
- D. The polyethylene flange adapters at pipe material transitions shall be backed up by stainless steel flanges conforming to ANSI B16.1 and shaped as necessary to suit the outside dimensions of the pipe. The flange adapter assemblies shall be connected with corrosion resisting bolts and nuts of Type 316 stainless steel as specified in ASTM A726 and ASTM A307. All bolts shall be tightened to the manufacturer's specified torques. Bolts shall be tightened alternatively and evenly. After installation, apply a bitumastic coating to bolts and nuts.

### 3.2 INSTALLATION

- A. HDPE pipe shall be installed in accordance with the instruction of the manufacturer, as shown on the Drawings and as specified herein. A factory qualified joining technician as designated by the pipe manufacturer shall perform all heat fusion joints.
- B. HDPE shall be installed by Open Trench Construction as outlined.
- C. Care shall be taken in loading, transporting and unloading to prevent damage to the pipe. Pipe or fitting shall not be dropped. All pipe or fitting shall be examined before installation, and no piece shall be installed which is found to be defective. Any damage to the pipe shall be repaired as directed by the Engineer. If any defective pipe is discovered after it has been installed, it shall be removed and replaced with a sound pipe in a satisfactory manner by the Contractor at his own expense.
- D. Under no circumstances shall the pipe or accessories be dropped into the trench or forced through a directional bore upon "pull-back."
- E. Care shall be taken during transportation of the pipe such that it will not be cut, kinked, or otherwise damaged.
- F. Ropes, fabric or rubber protected slings and straps shall be used when handling pipes. Chains, cables or hooks inserted into the pipe ends shall not be used. Two slings spread apart shall be used for lifting each length of pipe.
- G. Pipes shall be stored on level ground, preferably turf or sand, free of sharp objects, which could damage the pipe. Stacking of the polyethylene pipe shall be limited to a height that will not cause excessive deformation of the bottom layers of pipes under anticipated temperature conditions. Where necessary due to ground conditions, the pipe shall be stored on wooden sleepers, spaced suitably and of such width as not to allow deformation of the pipe at the point of contact with the sleeper or between supports.
- H. Pipe shall be stored on clean level ground to prevent undue scratching or gouging. The handling of the pipe shall be in such a manner that the pipe is not damaged by dragging it over sharp and cutting objects. The maximum allowable depth of cuts, scratches or gouges on the exterior of the pipe is 5 percent of wall thickness. The interior pipe surface shall be free of cuts, gouges or scratches.
- I. Pipe shall be laid to lines and grade shown on the Drawings with bedding and backfill as shown on the Drawings.

- J. When laying is not in progress, open ends of the pipe shall be closed by fabricated plugs, or by other approved means.
- K. Sections of pipe with cuts, scratches, or gouges exceeding 5 percent of the pipe wall thickness shall be removed completely and the ends of the pipeline rejoined.
- L. The pipe shall be joined by the method of thermal butt fusion, as outlined in Part 3 – Execution, Section 3.1 Joining Method. All joints shall be made in strict compliance with the manufacturer's recommendations.
- M. Mechanical connections of the polyethylene pipe to auxiliary equipment such as valves, pumps and tanks shall be through flanged connections, which shall consist of the following:
  - 1. A polyethylene flange shall be thermally butt-fused to the stub end of the pipe.
  - 2. A 316 stainless steel back up ring shall mate with a 316 stainless steel flange.
  - 3. 316 stainless steel bolts and nuts shall be used.
- N. Flange connections shall be provided with a full-face neoprene gasket.
- O. All HDPE pipe must be at the temperature of the surrounding soil at the time of backfilling and compaction.
- P. If a defective pipe is discovered after it has been installed, it shall be removed and replaced with a sound pipe in a satisfactory manner at no additional cost to the Owner. All pipe and fittings shall be thoroughly cleaned before installation, shall be kept clean until they are used in the work and when laid, shall conform to the lines and grades required.
- Q. Open Trench Installation:
  - 1. The centerline of the pipe shall not deviate from a straight line drawn between the centers of the openings at the ends of the pipe by more than 1/16 inch per foot of length. If a piece of pipe fails to meet this requirement check for straightness, it shall be rejected and removed from the site. Laying instructions of the manufacturer shall be explicitly followed.
  - 2. Good alignment shall be preserved during installation. Deflection of the pipe shall occur only at those places on design drawings and as approved by the Engineer. Fittings, in addition to those shown on the Drawings, shall be used only if necessary or required by the Engineer.
  - 3. Each length of the pipe shall have the assembly mark aligned with the pipe previously laid and held securely until enough backfill has been placed to hold the pipe in place. Joints shall not be "pulled" or "cramped."
  - 4. Precautions shall be taken to prevent flotation of the pipe in the trench.
  - 5. When moveable trench bracing such as trench boxes, moveable sheeting, shoring or plates are used to support the sides of the trench, care shall be taken in placing and moving the boxes or supporting bracing to prevent movement of the pipe, or disturbance of the pipe bedding and the backfill. Trench boxes, moveable sheeting, shoring or plates shall not be allowed to extend below top of the pipe. As trench boxes, moveable sheeting, shoring, or plates are moved, pipe bedding shall be placed to fill any voids created and the backfill shall be recompacted to provide uniform side support for the pipe.
  - 6. Restrained joints shall be installed where shown on the Drawings or as directed by the Engineer.

### 3.3 CLEANING

- A. At the conclusion of the work, thoroughly clean all of the new pipe lines to remove all dirt, stones, pieces of wood or other material which may have entered during the construction period by forcing a cleaning swab through all mains 4 inches or greater. Flushing velocities shall be a minimum of 2.5 feet per second. All flushing shall be coordinated with the Owner. Debris cleaned from the lines shall be removed from the job site.

END OF SECTION



## SECTION 334200 - STORMWATER CONVEYANCE

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. PE pipe and fittings.
  - 2. PVC pipe and fittings.
  - 3. Stormwater inlets.
  - 4. Pipe outlets.

#### 1.3 DEFINITIONS

- A. FRP: Fiberglass-reinforced plastic.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Sustainable Design Submittals:
- C. Shop Drawings:
  - 1. Manholes: Include plans, elevations, sections, details, frames, and covers.
  - 2. Catch basins and stormwater inlets. Include plans, elevations, sections, details, frames, covers, and grates.
  - 3. Stormwater Detention Structures: Include plans, elevations, sections, details, frames, covers, design calculations, and concrete design-mix reports.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each type of cast-iron soil pipe and fitting, from manufacturer.
- B. Field quality-control reports.

#### 1.6 QUALITY ASSURANCE

- A. Piping materials shall bear label, stamp, or other markings of specified testing agency.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Do not store plastic manholes, pipe, and fittings in direct sunlight.
- B. Protect pipe, pipe fittings, and seals from dirt and damage.
- C. Handle manholes in accordance with manufacturer's written rigging instructions.

- D. Handle catch basins and stormwater inlets in accordance with manufacturer's written rigging instructions.

## 1.8 FIELD CONDITIONS

- A. Interruption of Existing Storm Drainage Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary service in accordance with requirements indicated:
  - 1. Notify Owner no fewer than two days in advance of proposed interruption of service.
  - 2. Do not proceed with interruption of service without Owner's written permission.

## PART 2 – PRODUCTS

### 2.1 HUB-AND-SPIGOT, CAST-IRON SOIL PIPE AND FITTINGS

- A. Source Limitations: Obtain hub-and-spigot, cast-iron soil pipe and fittings from single manufacturer.
- B. Pipe and Fittings:
  - 1. Marked with CISPI collective trademark and NSF certification mark.
  - 2. Class: ASTM A74, Service and Extra Heavy classes.
- C. Gaskets: ASTM C564, rubber.
- D. Caulking Materials: ASTM B29, pure lead and oakum or hemp fiber.

### 2.2 CORRUGATED-PE PIPE AND FITTINGS

- A. Source Limitations: Obtain corrugated-PE pipe and fittings from single manufacturer.
- B. Corrugated-PE Drainage Pipe and Fittings NPS 3 to NPS 10 (DN 80 to DN 250): AASHTO M 252, Type S, with smooth waterway for coupling joints.
- C. Corrugated-PE Pipe and Fittings NPS 12 to NPS 60 (DN 300 to DN 1500): AASHTO M 294, Type S, with smooth waterway for coupling joints.
- D. Corrugated-PE Silttight Couplings: PE sleeve with ASTM D1056, Type 2, Class A, Grade 2 gasket material that mates with pipe and fittings.
- E. Corrugated-PE Soiltight Couplings: AASHTO M 294, corrugated, matching pipe and fittings.

### 2.3 PVC PIPE AND FITTINGS

- A. Source Limitations: Obtain PVC pipe and fittings from single manufacturer.
- B. PVC Gravity Sewer Piping:
  - 1. Pipe and Fittings: ASTM F679, T-1 wall thickness, PVC gravity sewer pipe with bell-and-spigot ends and with integral ASTM F477, elastomeric seals for gasketed joints.
- C. Drainage Specialties:
  - 1. Small Catch Basins:
    - a. 9-inch by 9-inch polypropylene.

- b. Gray-iron slotted grate.
- c. Frame: Include gray-iron or steel frame for grate.

## 2.4 PIPE OUTLETS

- A. Head Walls: Cast-in-place reinforced concrete, with apron and tapered sides.
- B. Riprap Basins: Broken, irregularly sized and shaped, graded stone in accordance with NSSGA's "Quarried Stone for Erosion and Sediment Control."
  - 1. Average Size: NSSGA No. R-5, screen opening 5 inches (127 mm).
- C. Filter Stone: In accordance with NSSGA's "Quarried Stone for Erosion and Sediment Control," No. FS-2, No. 4 screen opening, average-size graded stone.
- D. Energy Dissipaters: In accordance with NSSGA's "Quarried Stone for Erosion and Sediment Control," No. A-1, 3-ton (2721-kg) average weight armor stone, unless otherwise indicated.

## PART 3 – EXECUTION

### 3.1 EARTHWORK

- A. Excavation, trenching, and backfilling are specified in Section 312000 "Earth Moving."

### 3.2 PIPING INSTALLATION

- A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take into account design considerations. Install piping as indicated, to extent practical. Where specific installation is not indicated, follow piping manufacturer's written instructions.
- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings in accordance with manufacturer's written instructions for use of lubricants, cements, and other installation requirements.
- C. Install manholes for changes in direction unless fittings are indicated. Use fittings for branch connections unless direct tap into existing sewer is indicated.
- D. Install proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
- E. When installing pipe under streets or other obstructions that cannot be disturbed, use pipe-jacking process of microtunneling.
- F. Install gravity-flow, nonpressure drainage piping in accordance with the following:
  - 1. Install piping pitched down in direction of flow.
  - 2. Install PE corrugated sewer piping in accordance with ASTM D2321.
  - 3. Join corrugated-PE piping in accordance with ASTM D3212 for push-on joints.
  - 4. Join PVC profile gravity sewer piping in accordance with ASTM D2321 for elastomeric-seal joints or ASTM F794 for gasketed joints.



### 3.3 CATCH BASIN INSTALLATION

- A. Construct catch basins to sizes and shapes indicated.
- B. Set frames and grates to elevations indicated.

### 3.4 STORMWATER INLET AND OUTLET INSTALLATION

- A. Construct inlet head walls, aprons, and sides of reinforced concrete, as indicated.
- B. Construct riprap of broken stone, as indicated.
- C. Install outlets that spill onto grade, anchored with concrete, where indicated.
- D. Install outlets that spill onto grade, with flared end sections that match pipe, where indicated.
- E. Construct energy dissipaters at outlets, as indicated.

### 3.5 FIELD QUALITY CONTROL

- A. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches (610 mm) of backfill is in place, and again at completion of Project.
  - 1. Submit separate reports for each system inspection.
  - 2. Defects requiring correction include the following:
    - a. Alignment: Less than full diameter of inside of pipe is visible between structures.
    - b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
    - c. Damage: Crushed, broken, cracked, or otherwise damaged piping.
    - d. Infiltration: Water leakage into piping.
    - e. Exfiltration: Water leakage from or around piping.
  - 3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
  - 4. Reinspect and repeat procedure until results are satisfactory.
- B. Test new piping systems, and parts of existing systems that have been altered, extended, or repaired, for leaks and defects.
  - 1. Do not enclose, cover, or put into service before inspection and approval.
  - 2. Test completed piping systems in accordance with requirements of authorities having jurisdiction.
  - 3. Schedule tests and inspections by authorities having jurisdiction with at least 24 hours' advance notice.
  - 4. Submit separate report for each test.
  - 5. Gravity-Flow Storm Drainage Piping: Test in accordance with requirements of authorities having jurisdiction, UNI-B-6, and the following:
    - a. Exception: Piping with soiltight joints unless required by authorities having jurisdiction.
    - b. Option: Test plastic piping in accordance with ASTM F1417.
- C. Leaks and loss in test pressure constitute defects that must be repaired.

- D. Replace leaking piping using new materials, and repeat testing until leakage is within allowances specified.

### 3.6 CLEANING

- A. Clean interior of piping of dirt and superfluous materials. Flush with potable water.

END OF SECTION

