

PROJECT MANUAL

City of Plattsburgh:
Downtown Revitalization Initiative (DRI)
Riverwalk: Bridge to Broad Streets



Plattsburgh
NEW YORK

November 18, 2022

Prepared for:

City of Plattsburgh
41 City Hall Place
Plattsburgh, NY 12901

Prepared by:

Saratoga Associates
21 Congress Street, Suite 201
Saratoga Springs, NY 12866

SA Project No. 18039.10

DOS C1001112

This project is funded by a Streetscapes grant administered by the New York State Department of State through the City of Plattsburgh Downtown Revitalization Initiative.

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**SECTION 00 0115
NOTICE TO BIDDERS**

TITLE: CITY OF PLATTSBURGH RIVERWALK
RECEIVING DATE AND TIME: 11:00 AM TUESDAY, DECEMBER 20, 2022
OPENING DATE AND TIME: 11:10 AM TUESDAY, DECEMBER 20, 2022

Owner: City of Plattsburgh
Office of Community Development
Attn: Matthew Miller
41 City Hall Place
Plattsburgh, NY 12901
(518) 536-7510

Consultant: Saratoga Associates
21 Congress Street, Suite 201
Saratoga Springs, New York 12866
Attn: Emily Gardner, Project Manager
(518) 831-5784

The Owner, City of Plattsburgh, shall receive sealed bids at City Hall, Office of Community Development, 41 City Hall Place, Plattsburgh, New York until 11:00 a.m. local standard time on December 20, 2022. Any bid received after the time and date specified above will not be considered.

Bids will be publicly opened at 11:10 a.m. and read aloud in the Common Council Chambers of City Hall. The bid opening will be livestreamed on the City's YouTube channel and all bidders will be able to view it at <https://www.youtube.com/channel/UC7H36PiuYNJJKZpczbLvCbw>.

Bids shall be submitted using the bid form provided, in duplicate, and enclosed in a sealed envelope bearing the project title and bidder's name. The sealed envelope shall be addressed to:

City of Plattsburgh
Office of Community Development
Attn: Matthew Miller
41 City Hall Place
Plattsburgh, NY 12901

A bid bond or certified check in the amount of 5% of the bid amount is required with the bid. All bid securities, except that of the three (3) lowest bidders, will be returned within 10 days of the bid opening.

A Non-Collusive Bidding Certification form shall be submitted with the bid.

Performance and Payment Bonds for 100 percent of the Contract Sum payable to City of Plattsburgh will be required as a condition of the award for contract. The Agreement will be written between the successful Bidder and the City of Plattsburgh.

The Owner represents that it is exempt from payment of federal, state and local taxes, as well as Sales and Compensating Use Taxes of the State of New York.

No Bidder may withdraw their bid within 45 days after the actual date of opening.

All bid documents and addenda will be posted on the City of Plattsburgh bid page:
<https://www.cityofplattsburgh-ny.gov/bids>. All bidders who wish to be notified of bid updates should

enter an email address that is checked frequently when filling out the plan holders information, prior to gaining access to the documents.

A Pre-bid Conference and walk through will be held at the project site on Tuesday, November 29, 2022 at 2:00 p.m. local time. Attendance at the pre-bid conference is not mandatory, so modified documents will not be issued to only those contractors who attend, but to all on the plan holders list from the City's website.

All questions from bidders relating to the Bid Documents should be submitted via email to Emily Gardner at egardner@saratogaassociates.com by 3:00pm on Wednesday, December 7, 2022 for response via addendum.

Project work shall commence on or about April 10, 2023 with substantial completion about on September 1, 2023 and final completion of work expected October 1, 2023. Work may commence earlier if weather permits, provided any additional costs incurred due to frost conditions, etc. are borne by the contractor.

The City of Plattsburgh is an equal opportunity employer and attention of Bidders is particularly called to requirements that no person shall be discriminated against on the basis of race, religion, color, national origin, sex, gender, age, disability, sexual preference, marital status, or Vietnam Era Veteran status.

MWBE Participation is **required** for this project. 30% minimum participation by MWBE Contractors, Subcontractors and Suppliers.

1. MBE participation goal = 15%
2. WBE participation goal = 15%

The successful bidder will be required to provide an Affirmative Action and Minority and Women-Owned Business Enterprise Policy Statement prior to the award of a contract.

Attention of Bidders is particularly called to the requirements of New York State Prevailing Wage Rates, required for this contract.

The Owner reserves the right to accept or reject any or all Bids, to re-advertise for new bids, or to waive any informality in connection with the bids.

SECTION 00 4110

BID FORM

TITLE: CITY OF PLATTSBURGH RIVERWALK
RECEIVING DATE AND TIME: 11:00 AM TUESDAY, DECEMBER 20, 2022
OPENING DATE AND TIME: 11:10 AM TUESDAY, DECEMBER 20, 2022

Attn. City of Plattsburgh
Office of Community Development
Attn: Matthew Miller
41 City Hall Place
Plattsburgh, NY 12901
(518) 536-7510

Date:

Submitted by:
(full name)

(full address)
.....

OFFER:

ITEM 1 – BID AMOUNT

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Saratoga Associates, Landscape Architects, Architects, Engineers and Planners, P.C. for the above-mentioned project, we, the undersigned, hereby propose to perform the Work, as described in Section 01 1000 - Summary, as follows:

Table with 6 columns: PAY ITEM NO., PAY ITEM DESCRIPTION, UNITS, ESTIMATED QUANTITY, UNIT COST, TOTAL COST. Rows include items like GENERAL REQUIREMENTS & MOBILIZATION, SURVEY AND STAKEOUT, MAINTENANCE AND PROTECTION OF TRAFFIC, etc.

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
11	FILTRATION GEOTEXTILE	SY	115		
12	STABILIZATION GEOTEXTILE	SY	1700		
13	CU STRUCTURAL SOIL	CY	100		
14C	NYS DOT TYPE 2 SUBBASE MATERIAL	CY	600		
15	CONCRETE PAVEMENT-PEDESTRIAN	CY	160		
16	GRANITE CURBING (incl. backing & joints)	LF	700		
17	PARKING LOT STRIPING	LS	1		
18	CONCRETE WALLS AND FOOTINGS	CY	175		
19	GRANITE BLOCK WALL	LF	110		
20	MODULAR BLOCK WALL	LF	25		
21	4' HT. STEEL RAILING, SURFACE MOUNTED	LF	270		
22	4' HT. STEEL RAILING, INCL. FOOTINGS	LF	250		
23	3' HT. STEEL RAILING, INCL. FOOTINGS	LF	160		
24	SITE FURNISHINGS - TRASH/RECYCLE	EA	1		
25	SITE FURNISHINGS - BENCH (BACKED)	EA	4		
26	SITE FURNISHINGS - PLANTER BENCH	EA	4		
27	SITE FURNISHINGS - BIKE RACK	EA	7		
28	SITE FURNISHINGS - BOLLARDS	EA	4		
29	TREE GRATE	EA	2		
30	WAYFINDING SIGN	EA	2		
31	LANDSCAPE BOULDERS (QTY. 20)	LS	1		
32	LAWN ESTABLISHMENT	SY	225		
33	SHREDDED BARK MULCH	CY	35		
34	PLANTING-DECIDUOUS TREES	EA	4		
35	PLANTING-FLOWERING TREES	EA	6		
36	PLANTING-EVERGREEN TREES	EA	4		
37	PLANTING-SHRUBS	EA	119		
38	PLANTING-PERENNIALS & GRASSES	EA	252		
39	COLD WATER SERVICE PIPING	LF	5		
40	SANITARY FROST-FREE YARD HYDRANT	EA	1		
41	SHUTOFF VALVE	EA	1		
42	PEDESTRIAN LIGHT POLE & FIXTURE, INCLUDING FOOTINGS	EA	14		

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
43	ELECTRICAL HAND HOLE	EA	1		
44	REPLACE TRANSFORMER WITH JUNCTION BOX	LS	1		
45	CONDUIT AND WIRING	LF	750		
46C	TRENCHING AND BACKFILL	CY	115		
47C	SAND ENVELOPE	CY	28		
48C	UTILITY WARNING TAPE	LF	750		
49	ELECTRICAL CONNECTIONS	LS	1		
50	RAISE CATCH BASIN	LS	1		
51	RIP RAP	SF	40		
52	24" SOLID HDPE PIPE, INCLUDING EARTHWORK	LF	25		
53	AREA DRAIN: 8"	EA	1		
54	AREA DRAIN: 18"	EA	1		
55	AREA DRAIN: 24:	EA	1		
56	FLARED END SECTION: 8"	EA	1		
57	FLARED END SECTION: 24"	EA	1		
58	CONSTRUCTION SIGN	EA	1		
		SUBTOTAL	--	--	\$
59	ALLOWANCE (5% OF SUBTOTAL)	ALLOW	1	5%	
		BID TOTAL, ITEMS 1-59			

Total to complete items 1-59:

_____ dollars (in words)

(\$ _____) (in numbers) in lawful money of the United States of America. All applicable federal and State of New York taxes are included in the Bid Amount.

Included in the bid amount shall be a Field Allowance totaling 5% of the Bid Amount:

MWBE Participation is **required** for this project. 30% minimum participation by MWBE Contractors, Subcontractors and Suppliers.

1. MBE participation goal = 15%
2. WBE participation goal = 15%

ITEM 2 - PROPOSED EQUIVALENTS

If the bidder proposes to use materials and equipment other than those specified, they shall list below any equivalents they propose to use.

Materials and equipment not listed on this sheet and not proposed as equivalents in the bid may not be considered, evaluated, or accepted as equivalents after the bids are received.

<u>SPEC. SECTION</u>	<u>SPECIFIED ITEM</u>	<u>PROPOSED EQUIVALENT</u>
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ITEM 3 - ACKNOWLEDGMENTS

Acknowledgment is hereby made of the receipt of the following Addenda:

Addendum No. _____ dated: _____

Addendum No. _____ dated: _____

Addendum No. _____ dated: _____

The foregoing proposal includes all supervision, taxes (if applicable), overhead (including bond and insurance costs), profit and other considerations included in construction contract costs.

This offer shall be open to acceptance for forty-five (45) days from the bid closing date.

If the Owner accepts this bid within the time period stated above, we will execute the Agreement within fourteen days of receipt of Notice of Award.

If this Bid is accepted, we will achieve substantial completion of the Project by September 1, 2023.

The following documents shall be submitted with the bid materials and made a condition of the Bid:

1. Bidder Qualifications.
2. List of Subcontractors: Include names of all Subcontractors and portions of the Work each Subcontractor will perform.

ITEM 4 - BID FORM SIGNATURES

Sign Bid Form, as follows:

- Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Notarize signature.
- Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Notarize signature.
- Corporation: Signature of a duly authorized signing officer in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the Bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, submit a copy of the by-law resolution of their board of directors authorizing them to do so, with the Bid Form in the bid envelope.
- Joint Venture: Signature of each party of the joint venture under their respective seals in a manner appropriate to such party as described above, similar to requirements for Partnerships.

BIDDER:

.....
(full name of firm)

.....
(if joint venture: full name of firm)

BY / TITLE:

.....

BY / TITLE:

.....

BY / TITLE:

.....

was hereunto affixed in the presence of:

.....
(Authorized signing officer)

(Seal)

ITEM 5 - CORPORATE RESOLUTION

RESOLVED that _____ be
(individual)

authorized to sign and submit the bid proposal of this corporation for the following project:

City of Plattsburgh – Riverwalk: Bridge to Broad Streets

and to include in such bid proposal the certificate as to non-collusion required by section One Hundred Three-D (103-D) of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by

_____ corporation at a meeting of its Board of Directors held on the _____ day of _____, 2022, and is still in full force and effect on this _____ day of _____, 2022.

(SEAL OF THE CORPORATION)

Secretary

END OF BID FORM

**SECTION 00 4200
NON-COLLUSIVE BIDDING CERTIFICATION**

NON-COLLUSION CERTIFICATION

By submission of this bid proposal, 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 base of his knowledge and belief:

1. The process 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 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.

(Signed) _____

(Title) _____

END OF DOCUMENT

REQUEST FOR WAIVER FORM E

INSTRUCTIONS: THE REQUEST FOR WAIVER MUST INCLUDE DETAILED “GOOD FAITH EFFORT” JUSTIFICATION/DOCUMENTATION, AS DEFINED IN THE REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS (NEXT PAGE). *INCOMPLETE REQUESTS WILL BE RETURNED UNPROCESSED*

Offeror/Contractor Name:	Federal Identification No.:
Address:	Solicitation/Contract No.:
	Contact Name & Phone No.:
City, State, Zip Code:	M/WBE Goals: MBE % WBE %

By submitting this form and the required information, the offeror/contractor certifies that every Good Faith Effort has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract.

Contractor is requesting a (check applicable):

	Type of waiver	Total	Partial
<input type="checkbox"/>	1. MBE Waiver – A waiver of the MBE Goal for this procurement is requested.	%	%
<input type="checkbox"/>	2. WBE Waiver – A waiver of the WBE Goal for this procurement is requested.	%	%
<input type="checkbox"/>	3. Waiver Pending ESD Certification (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development.) Date of such filing with Empire State Development: _____		

PREPARED BY (Signature): _____ Date: _____

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.

Name and Title of Preparer (Printed or Typed):	Telephone Number:	Email Address:
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<p><u>Please submit the Request for Waiver to the Program administering the Grant.</u></p> <p>(DOS PROGRAM ENTER NAME/CONTACT/ADDRESS)</p>	***** FOR DMWBD USE ONLY *****	
	REVIEWED BY:	DATE:
	Waiver Granted: <input type="checkbox"/> Yes <input type="checkbox"/> No MBE: <input type="checkbox"/> WBE: <input type="checkbox"/>	
	<input type="checkbox"/> Total Waiver <input type="checkbox"/> Partial Waiver <input type="checkbox"/> ESD Certification Waiver <input type="checkbox"/> *Conditional <input type="checkbox"/> Notice of Deficiency Issued	
*Comments:		

MWBE REQUEST FOR WAIVER: REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

When completing the Request for Waiver Form please check all boxes that apply. To be considered, the Request for Waiver must be accompanied by the applicable documentation for items 1 – 11, as listed below. If box # 3 has been checked above, please submit item 11. Copies of the following information and all relevant supporting documentation must be submitted along with the request:

1. A DETAILED statement with the project description (any special characteristics, needs, specifications, etc.), and an explanation setting forth your basis and justification for requesting a partial or total waiver of the MWBE goals.
2. The names of general circulation, trade association, and M/WBE-oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals related to this contract.
3. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.
4. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified M/WBE participation levels.
5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation, if an identical solicitation was made to all certified M/WBEs.
6. Provide copies of responses to your solicitations received by you from certified M/WBEs.
7. Provide a description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.
8. Provide documentation of any negotiations between you, the Offeror/Contractor, and the M/WBEs undertaken for purposes of complying with the certified M/WBE participation goals.
9. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.
10. Provide the name, title, address, telephone number, and email address of offeror/contractor's representative authorized to discuss and negotiate this waiver request.
11. Copy of notice of application receipt issued by Empire State Development (ESD).

Note:

Unless a Total Waiver has been granted, the Offeror/Contractor will be required to submit all reports and documents pursuant to the provisions set forth in the Contract, as deemed appropriate by NYS Department of State, to determine M/WBE compliance.

M/WBE 104 Instructions (1/15)



AIA[®]

Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

The Architect:
(Name, legal status, address and other information)

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

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- 2 THE WORK OF THIS CONTRACT
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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than () days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment.

Init.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

Init.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

§ 8.3 The Owner's representative:
(Name, address and other information)

§ 8.4 The Contractor's representative:
(Name, address and other information)

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents)

Init.

unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)

Init.

/

Additions and Deletions Report for AIA[®] Document A101[™] – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:56:24 on 01/27/2010.

There are no differences.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:56:24 on 01/27/2010 under Order No. 0595225635_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007 - Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

BOND AMOUNT:**PROJECT:**

(Name, location or address, and Project number, if any)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this _____ day of _____

(Witness) _____ (Contractor as Principal) _____ (Seal)

(Title)

(Witness) _____ (Surety) _____ (Seal)

(Title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



AIA Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:

Amount:

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name _____
and Title: _____

(Any additional signatures appear on the last page of this Payment Bond.)

Signature: _____

Name _____
and Title: _____

(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 completion or modification.

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

§ 1 The Contractor and 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, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts 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 are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 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 the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 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.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, 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.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. 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 Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

Sample

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL	SURETY
Company: _____	Company: _____
(Corporate Seal)	(Corporate Seal)

Signature: _____	Signature: _____
Name and Title: _____	Name and Title: _____
Address _____	Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



AIA Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date:

Amount:

Description:
(Name and location)

BOND

Date:
(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____ Signature: _____

Name _____ Name _____
and Title: _____ and Title: _____

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and 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 when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, 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;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 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, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven 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 Section 5.4, and the Owner refuses the payment 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.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, 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. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .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 Section 5; and
- .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.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 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, successors and assigns.

§ 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 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 a declaration of 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 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 page on which their signature appears.

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

§ 14 Definitions

§ 14.1 **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 amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

Sample

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

 **AIA[®] Document A201[™] – 2007****General Conditions of the Contract for Construction**

for the following PROJECT:
(Name and location or address)

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

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14	TERMINATION OR SUSPENSION OF THE CONTRACT
15	CLAIMS AND DISPUTES

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and

completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the

Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount

for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or

encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

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§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

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§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment

property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by

such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

Additions and Deletions Report for AIA[®] Document A201[™] – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:57:10 on 01/27/2010.

There are no differences.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:57:10 on 01/27/2010 under Order No. 0595225635_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007 - General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

SECTION 00 8110

SUPPLEMENTARY CONDITIONS

GENERAL

The following supplements add to, delete from or change the General Conditions of the Contract for Construction as set forth in AIA Document A201 – 2017 (Electronic Format). Where any article, paragraph, sub-paragraph, sentence, or word contained in the General Conditions is added to, deleted or changed, the remaining unaltered provisions of that article, paragraph, subparagraph or sentence shall remain in effect. The following supplements take precedence over the General Conditions. In the event of conflict, the terms of the Owner/ Contractor Agreement shall prevail.

ARTICLE 1 GENERAL PROVISIONS

1.2 EXECUTION, CORRELATION AND INTENT

ADD the following subparagraphs 1.2.4, through 1.2.10 reading:

- 1.2.4 Any work included by reference in any section to another specification section shall be included as work under the contract, whether or not it is called for under the section referred to. Failure to cross-reference such items shall not relieve the Contractor from the obligations to provide such work.
- 1.2.5 Should any conflict be found in or between the drawings and specifications, the Contractor shall be deemed to have estimated on the basis of performing the work by the most expensive way. The Architect/Engineer, in case of such conflict, may interpret or construe the drawings and specifications so as to secure the most substantial and complete performance of the work as is most consistent with its needs and requirements, and in that manner the Architect/Engineer shall be the sole judge.
- 1.2.6 All work shall be installed so as to be readily accessible for operation, maintenance, inspection, and repair. Minor deviations from the drawings may be made to accomplish this, but changes of magnitude or changes involving increased cost shall not be made without authorization as provided under the contract.
- 1.2.7 The drawings and specifications determine the general arrangement and locations of equipment and work. The Contractor shall, with approval of the Architect/Engineer and without extra charge, make reasonable modifications in layout needed to prevent conflicts with the work of other trades or for proper execution of the work.
- 1.2.8 Dimensions of work shall not be determined by scale or rule from the drawings; figured dimensions shall be followed unless modifications are needed.
- 1.2.9 Follow drawings in laying out work and check drawings of other trades relating to work to verify spaces in which work will be installed. Maintain maximum space conditions at all points.
- 1.2.10 Where work of Contractor will be installed in close proximity to work of other trades, or where there is evidence that work of Contractor will interfere with work of other trades, he shall assist in working out space conditions to make satisfactory adjustment. If Contractor installs work before coordinating or so as to cause interference with work of other trades, he shall make changes necessary to correct condition without extra charge.

ARTICLE 2 OWNER

2.1 DEFINITION

ADD the following subparagraph 2.1.3 reading:

- 2.1.3 The term Owner as used in the context of this contract is
City of Plattsburgh
whom is contracting and paying for the contracted work.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

DELETE entire subparagraph 2.2.1

ADD the following subparagraph 2.2.5 reading:

- 2.2.5 The Owner will retain a consultant throughout the construction phase of the project. In summary, and for the Owner's benefit, the consultant, or its sub-consultants, will perform the following duties:
- inspect construction activities on a full time basis throughout the construction project to verify the quality and quantity of work performed;
 - advise the Owner of concerns and provide notice of any contract work which does not comply with the contract documents;
 - review shop drawings and review and certify Contractor applications for payments, change order cost quotations and claims.

The specific duties, responsibilities and limitations of authority of the consultant shall be as set forth in the Owner/Architect Agreement, and will be provided upon request by the Contractor.

ARTICLE 3 CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

ADD the following subparagraph 3.2.5 reading:

- 3.2.5 Where existing conditions are obscured or concealed from the Owner or Architect's/Engineer's view prior to the start of this project's construction activities, portrayal of such conditions in the documents is based on reasonable implications and assumptions. The Owner and Architect/Engineer do not imply or guarantee to the Contractor in any way that such portrayals in the documents are accurate or true.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

ADD the following subparagraphs 3.3.4, 3.3.5 and 3.3.6 reading:

- 3.3.4 During periods of active construction, consult daily and cooperate with the Owner, for coordination of work being performed by the Owner's own forces.
- 3.3.5 The Contractor shall promote coordination of their work with the work of Sub-contractors. Check daily or more often if required, regarding Sub-contractors whose work cannot proceed until completion of preceding work.
- 3.3.6 Each Contractor shall initiate and obtain all actions required of others in connection with the work of this contract such as that required of utility companies, municipal agencies, and his own sub-contractors.

3.4 LABOR AND MATERIALS

ADD the following subparagraphs 3.4.4 through 3.4.15 reading:

- 3.4.4 The Contractor shall comply with the Prevailing Wage Rates Schedules as published by the Bureau of Public Works, State of New York, Department of Labor, included herein.
- 3.4.5 No materials or supplies for the work shall be purchased by the Contractor or by any Sub-Contractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, or re-sold to the Owner pursuant to this contract document, free from all liens, claims or encumbrances.
- 3.4.6 All materials used permanently in the work shall be new unless otherwise specified. The apparent silence of the specifications as to any detail or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of first quality are to be used, and all interpretations of this specification shall be made upon this basis.
- 3.4.7 Manufacturer's identification shall be inconspicuous, but where nameplates contain information relative to characteristics or maintenance, they shall be clearly visible and located for easy access.
- 3.4.8 Equipment intended for permanent installation shall not be operated for temporary purposes without the written permission of the Architect/Engineer.
- 3.4.9 Materials shall be delivered in manufacturer's original sealed containers with complete identification of contents and manufacturer, and kept sealed in original containers until used. Labels shall not be removed until materials have been installed and inspected.
- 3.4.10 Whenever the contract documents require delivery by the Contractor of any materials, equipment, or other items, the term delivery shall be deemed to include unloading and storing with proper protection where directed.
- 3.4.11 All work shall be executed in a thorough, substantial, and workmanlike manner, and in complete accordance with the manufacturers most recent recommendations unless otherwise specified or permitted by the Architect/Engineer. Sufficient competent workmen, foremen, and superintendents shall be employed at all times to permit the work to be pursued with diligence until completion.
- 3.4.12 Each Contractor shall perform all necessary labor to install his work within the terms of his contract. The Owner assumes no responsibility for any additional expense due to so called "overtime" work.
- 3.4.13 Materials shall be applied or installed under proper climatic conditions when they may be affected by temperature, moisture, humidity, or dust.
- 3.4.14 All work shall be installed so as to be readily accessible for operation, maintenance, inspection, and repair. Minor deviations from the drawings may be made to accomplish this, but changes of magnitude or changes involving increased cost, shall not be made without authorization as provided under the contract.
- 3.4.15 As defined by federal and state laws, no materials incorporated into the project work shall contain asbestos. The Contractor shall submit written certifications stating compliance with this

requirement, from each primary supplier and manufacturer.

3.5 WARRANTY

ADD the following subparagraph 3.5.3 reading:

The contractor shall provide and execute the general one year warranty.

3.6 TAXES

ADD the following subparagraphs 3.6.2 through 3.6.7 reading:

3.6.2 The Owner represents that it is exempt from payment of federal, state and local taxes, as well as Sales and Compensating Use Taxes of the State of New York.

3.6.3 This exemption applies to (1) materials incorporated in the project; (2) materials and furnishings for such project which are not incorporated therein, such as chairs, desks, drapes and moveable personal property; and (3) supplies which are incorporated in the project such as fuel for temporary heat. This exemption does not apply to equipment rentals, small tools and supplies for equipment such as gasoline used in operating trucks.

The term "Materials" as used herein shall include supplies incorporated in the project. Title to all materials to be sold by the Contractor to the Owner pursuant to the provisions of this contract shall immediately vest in the Owner upon delivery to the project site before their installation or incorporation into the project. Such materials then become the sole property of the Owner, subject to the right of the Owner and the Architect/Engineer to reject the same within a reasonable period for failure to conform to the provisions of the contract documents.

3.6.4 If, as a result of such sale of materials to the Owner (1) any claim is made against the Contractor by the State of New York or any of its subdivisions for sales or compensating use taxes on the aforementioned materials, or (2) any claim is made against the Contractor by a material man or a Subcontractor on account of a claim against such material man or Subcontractor by the State of New York or any of its subdivisions for sales or compensating use taxes on the aforementioned materials, then if the Contractor and Subcontractors have complied with the provisions of this contract relating thereto, the Owner will reimburse the Contractor for an amount equal to the amount of such tax required to be paid by the State of New York, provided that:

1. (a) The subcontract agreements in connection with this contract provide for the resale of such materials prior to and separate and apart from the incorporation of such materials into the permanent construction; (b) such subcontract agreements are in a form similar to this contract with respect to the separation of the sale of materials from the other work and labor to be provided; and (c) such separation is actually followed in practice, including the separation of payments for materials from the payments of other work; and
2. The Contractor and his Subcontractors and material men obtain any and all necessary and available resale exemption certificates and furnish a resale certificate to all persons, firms or corporations from which they purchase supplies and materials for the performance of the work covered by this contract; and
3. The Owner is afforded the opportunity, before any payment of tax is made, to contest said claim in the manner and to the extent that the Owner may choose and to settle or satisfy said claims, and such attorney as the Owner may designate is authorized to act for the purpose of contesting, settling and satisfying said claim; and
4. The Contractor and Subcontractor give immediate notice to the Owner of any such claim, cooperate with the Owner and its designated attorney contesting said claim, and furnish

promptly to the Owner and said attorney all information and documents necessary to convenient for contesting said claim, said information and documents to be preserved for six years after the date of final payment for this sale or longer if such a claim is pending or threatened at the end of six years. If the Owner elects to contest any such claim, it will bear the expense of such contest.

3.6.5 When requested by the Owner, the Contractor shall pay any alleged sales or compensating use tax on any of the aforesaid materials claimed by the State of New York or any subdivision thereof to be due and owing and the Owner shall reimburse the Contractor therefore.

3.6.6 Nothing in this article is intended or shall be construed as relieving the Contractor from his obligations under any other provisions of the contract documents, and the Contractor shall have the full and continuing responsibility to install the materials and supplies purchased in accordance with the provisions of this contract, to protect the same, to maintain them in proper condition and to forthwith repair, replace and make good any damage thereto without cost to the Owner until such time as the work covered by the contract is fully accepted by the Owner. Nothing herein shall be deemed to affect the Contractor's responsibility under any guarantee provision of the contract documents or any duty or responsibility under any statute or the common law.

3.6.7 The Contractor and his Subcontractors shall submit identification of Federal Identification Number.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

CHANGE entire subparagraph 3.11 to read:

3.11 The Contractor shall maintain one record set of drawings, specifications, addenda, change orders, allowance adjustments, approved shop drawings, product data, samples, construction and submittal schedules, and similar required submittals at the project site, in good order and condition. He shall mark these documents on a daily basis to record all approved changes, and to record the dimensional locations of his installed work if it deviates from that shown on contract and/or shop drawings.

Particular attention shall be given to site utilities, the location of valves, equipment, and major electrical conduits.

ADD the following subparagraphs 3.11.1 and 3.11.2, reading:

3.11.1 The Owner's Project Representative will provide and store one set of record drawings in his site office.

3.11.2 Prior to submitting his final Application for Payment, the Contractor shall confirm that all changes and deviations have been recorded on the reproducible drawings, and indicate such by marking each drawing "Record Document" and applying his signature and the date. At the same time, the Contractor shall submit revised shop drawings which reflect any changes or deviations in the installed work. These shall be delivered to the Architect/Engineer.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

ADD one sentence to end of subparagraph 3.12.6 reading:

Submittals not exhibiting the Architect's/Engineer's review stamp and which are not marked "No Exceptions Taken" or "Make Corrections Noted" shall not be used at the project.

ADD the following subparagraphs 3.12.11 through 3.12.17:

- 3.12.11 The Contractor shall not duplicate the Architect's/ Engineer's documents for preparation of any submittals.
- 3.12.12 Clearly identify all submittals by indicating project name, specification division, or section number name, and names of the Contractor, sub-contractor and manufacturer.
- 3.12.13 Provide one digital PDF file of each submittal. After the Architect's/Engineer's review is finished, distribute sufficient copies for the proper execution of the work to Sub-contractors and suppliers.
- 3.12.14 The Contractor shall check, mark up if required, and indicate his approval and date of approval before submitting to Architect/Engineer. The Architect/Engineer may return submittals not so marked by the Contractor.
- 3.12.15 Submittals which show items not applicable to the project shall be clearly marked to show which item is being submitted for approval.
- 3.12.16 For the Owner's records, submit duplicate copies of permits, licenses, certifications, tests, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established for compliance with standards and regulations.
- 3.12.17 Provide certificates from all primary suppliers and manufacturers stating that all materials are asbestos free as defined by current state and federal laws and regulations.
- 3.13 USE OF SITE
- ADD the following subparagraphs 3.13.2, 3.13.3 and 3.13.4 reading:
- 3.13.2 Prior to start of work, meet with the Owner, and/or the Owner's Representative to determine acceptable staging areas, storage, equipment and parking areas for the Contractor's employees.
- 3.13.3 The Contractor shall coordinate with the Owner to determine acceptable construction staging areas in the vicinity of the project. The Contractor must coordinate with the Owner on the use of these staging areas.
- 3.13.4 Maintain all building and site exits in safe and operable condition. Provide and maintain warning signs, lights, barricades, fencing, and other devices to protect people and property.
- 3.14 CUTTING AND PATCHING
- ADD the following subparagraphs 3.14.3 through 3.14.5 reading:
- 3.14.3 The Contractor shall provide all excavation, backfill and compaction of backfill for its own work as required to properly accommodate its work, unless specifically stated to the contrary. This does not relieve the Contractor from responsibilities stated in Article 6 of the General Conditions.
- 3.14.4 Cutting of rough work shall be done by the Contractor requiring the work to be cut. Cutting of finish work shall be done by the Contractor installing the finish work to be cut. All cutting and/or patching shall be done by the Contractor who installed the work which is to be cut and/or patched, and paid for by the Contractor who failed to give advance notice or who made the cutting necessary.
- 3.14.5 Cutting and patching of existing work which is to remain shall be done by the trade who

normally installs such work as is to be cut or patched, and paid for by the Contractor who made the cutting necessary.

ADD the following paragraphs 3.19 and 3.20 reading:

3.19 NONDISCRIMINATION

During the performance of the work, the Contractor agrees to conduct his operations in accordance with the attached federal labor standards and requirements of Title VI of the Civil Rights Act of 1964 and or the Rehabilitation Act of 1973, as amended. The Contractor further agrees as follows:

The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status and will undertake programs or affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, or termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

If the Contractor is directed to do so by the contracting agency or the Owner, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, color, creed, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations hereunder.

The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, color, creed, national origin, sex, age, disability or marital status. The Contractor will comply with all the applicable provisions of Title VI of the Civil Rights Act of 1964 and Rehabilitation Act of 1973 as amended, and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said acts of such rules, regulations and orders, and will permit access to its books, records and accounts and to its premises by the Owner for the purpose of ascertaining compliance with said acts and such rules, regulations and orders.

If the Contractor does not comply with the equal opportunity provisions of this Agreement, with the applicable provisions of said acts, or with such rules, regulations or orders, this Agreement or any portion thereof, may be canceled, terminated, or suspended or payments thereon withheld, in accordance with the applicable provisions authorized in said acts, and such other sanctions may be imposed and remedies invoked as are provided in said acts or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

The Contractor will include the provisions of the above clauses and all applicable contract provisions promulgated pursuant to Title VI of the Civil Rights Act of 1964 and Rehabilitation Act of 1973, as amended in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each Subcontractor or vendor as to its work force. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the Owner may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a Subcontractor or vendor as a result of such direction, the Contractor shall promptly so notify the Attorney General, requesting him to intervene.

3.20 AFFIRMATIVE ACTION

The Contractor agrees, in addition to any other non- discrimination provisions of the contract that the Contractor shall comply fully with and shall cooperate in the implementation of any Affirmative Action Requirements for Equal Employment Opportunity required by the Owner, at no additional cost to the Owner. Any such provisions of the Contract shall be incorporated in their entirety in all subcontracts of any tier.

The Affirmative Action programs referred to in this contract shall apply to the entire work force of the Contractor during the performance of this Contract.

These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by applicable Federal, State or local laws.

The Contractor shall file, and to cause each of its sub- Contractors to file, such periodic compliance reports as the Commissioner of Human Rights may prescribe by rule or regulation or as required by the Owner. The Contractor shall keep and maintain such records pertaining to its employment practices as the Commissioner of Human Rights may prescribe by rule or regulation or as required by the Owner and shall cause its Subcontractors to keep and maintain such records.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

ADD the following subparagraph 4.1.3 reading:

4.1.3 The Architect is: Saratoga Associates, Landscape Architects, Architects, Engineers and Planners, P.C. 21 Congress Street, Suite 201, Saratoga Springs, NY 12866 or its authorized representative, herein referred to as Architect, Architect/Engineer, Architect or Engineer, Project Representative, Owner's project representative or Owner's Representative.

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.1 DELETE words in first sentence reading "... and (3) with the Owner's concurrence, from time to time during the one year period for correction of work described in Paragraph 12.2."

CHANGE entire subparagraph 4.2.2 to read:

4.2.2 A consultant or its sub-consultants, will provide full time on-site inspection during the construction project to ensure that work is completed in accordance with the contract documents. The consultant shall keep the Owner informed of the progress of the work, and shall attempt to guard the Owner against defects and deficiencies in the work.

ARTICLE 7 CHANGES IN THE WORK

7.1 CHANGES

ADD the following subparagraphs 7.1.4 through 7.1.7 reading:

7.1.4 Throughout article seven (7), the allowance for overhead and profit combined, included in the total cost to the Owner, shall be based on the following schedules:

.1 For the Contractor, for any work performed by the Contractor's own forces, fifteen percent (15%) of the cost.

.2 For the Contractor, for work performed by his Sub-contractor, ten percent (10%) of the

amount due the Subcontractor

- .3 For each Subcontractor, or Subcontractor involved, for any work performed by that Contractor's own forces, fifteen percent (15%) of the cost.
- .4 For each Subcontractor, for work performed by his Sub-subcontractors, five percent (5%) of the amount due the Sub-subcontractor.
- .5 Cost to which overhead and profit is to be applied shall be determined in accordance with sub-paragraphs 7.3.6.1, 7.3.6.2, 7.3.6.3, and 7.3.6.5

7.1.5 The Contractor shall prepare and submit to the Architect/ Engineer quotations for all claims, extra work, or credits, which would result in an adjustment to the contract sum, and preparation of related Change Orders and Construction Change Directives. All quotations shall be accompanied by a complete itemization of costs, including labor (type, quantity and unit cost per hour), materials (type, quantity and unit cost) and copies of written quotations from Subcontractors itemized in the same manner.

7.1.6 For work performed under a time and material directive, the Contractor shall furnish to the Owner's Project Representative, at the end of each day, the number of hours of labor expended each day; use, if any, of all equipment; and invoices and delivery slips for any materials received for the work and which will become a permanent part of the work.

7.1.7 For Change Order and Change Directive work, overhead shall be deemed to include the cost of insurance, bonds, and similar contract requirements.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.6 In the first sentence, DELETE the words, "a reasonable allowance for overhead and profit" and SUBSTITUTE "an allowance for overhead and profit in accordance with the schedule set forth in new subparagraph 7.1.4, above."

ARTICLE 9 PAYMENTS AND COMPLETIONS

9.2 SCHEDULE OF VALUES

CHANGE entire subparagraph 9.2.1 to read:

9.2.1 The Contractor shall furnish, at least 21 days in advance of submission of their first monthly application for payment, a detailed schedule of values showing prices of all material and labor items included in the contract, the total of which shall aggregate the contract sum and as a breakdown by funding source in the amount not to exceed the total grant received from each funding source. The project representative will provide a breakdown of the amount by funding source for the purpose of complying with these requirements. This estimate shall be submitted using AIA Document G703 (1983 edition only), supported by such evidence of its correctness as the Architect/Engineer may direct. This evidence may include certified copies of subcontracts.

The Architect/Engineer shall have the right to revise the estimate as may be deemed necessary to make the various items conform to their true value.

The approved schedule shall be used as a base for all Applications for Payment and may be used for computing additions to and deductions from the contract price made necessary by change orders.

Profit and overhead shall not be listed as separate items, but their amounts shall be distributed

pro-rata throughout the estimate.

The cost of General Conditions, bonds, insurance, and project clean-up shall each be listed separately from overhead costs.

9.3 APPLICATIONS FOR PAYMENT

CHANGE entire subparagraph 9.3.1 to read:

- 9.3.1 At least ten (10) days before the date established for each progress payment, the Contractor shall submit to the Owner's Project Representative an itemized Application for Payment for operations completed in accordance with the approved schedule of values. Such application shall be notarized and supported by such data substantiating the Contractor's right to payment as the Owner or Architect/Engineer may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage provided for elsewhere in the Contract Documents.

Contractor shall submit certified payroll with all payment applications.

ADD sub-subparagraph 9.3.1.3 reading:

- 9.3.1.3 Payments will be made equaling, in the opinion of the Owner and the Architect/Engineer, 95% of the value of work completed. Retainage will be 5%. The Contractor must submit two (2) copies of Contractors and subcontractors certified payroll with the application for payment. Payment requests approved by the Architect/Engineer will be forwarded to Hudson Valley Community College for payment.

9.4 CERTIFICATES FOR PAYMENT

CHANGE the first sentence in subparagraph 9.4.2 to read:

- 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect/Engineer to the Owner, based on the Architect's/Engineer's observations at the site and the data comprising the Application for Payment, that the work has progressed to the point indicated and that, to the best of the Architect's/Engineer's knowledge, information and belief, the work appears to be in accordance with the contract documents.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

ADD the following sentences to subparagraph 10.2.2, reading:

Such laws and regulations will be deemed to be included in the Contract Documents the same as though herein written out in full. Notwithstanding any reference to said laws, orders, rules and regulations, the Architect/Engineer and the Owner will not be responsible for supervision and construction methods or procedures, or protection of persons and property.

10.3 HAZARDOUS MATERIALS

CHANGE the phrase "...from a material or substance, including..." in the first and second line of sub-paragraph 10.3.1 to read "...from a material or substance previously not identified under the remedial investigation work for this project, including..."

CHANGE the phrase "...a material or substance reported by the Contractor..." in the first and second line of sub-paragraph 10.3.2 to read "from a material or substance, previously not

identified under the remedial investigation work for this project, reported by the Contractor...”.

ARTICLE 11 INSURANCE AND BONDS

ARTICLE 11.1, 2, 3 AND 4 - CONTRACTOR'S, OWNER'S AND PROJECT MANAGEMENT PROTECTION LIABILITY AND PROPERTY INSURANCES

- A. The Contractor, at his own expense, shall procure and maintain until two years after the date of the Certificate of Completion or one year after the Contractor or any Sub-contractor last perform any work under the Contract if the Project is abandoned or deferred, insurance for liability for damages required by law of the kinds and in the amounts stated herein and as may be modified by provisions in the Information to Bidders, through insurance companies authorized to operate in the State. The insurance shall cover all operations necessary to complete the work, whether performed by the Contractor or Sub-contractors. Before starting work, the Contractor shall furnish the Owner Policy upon demand and one certificate of insurance for each and every type of insurance required. The policies and certificates shall in form and content be satisfactory to the Owner, shall show compliance by the Contractor with the provisions herein contained, and shall provide that the policies shall not be cancelled or altered until after 30 days written notice to the Owner. Property damage insurance shall in all cases include coverage for XCU hazards, (explosion, collapse and underground operations).
- B. All liability insurance required by this Contract shall be maintained in force during the term of this Contract and until two years after the date of the Certificate of Completion or two years after the Contractor or any Sub-contractor last performs any work under the Contract if the Project is abandoned or deferred.
- C. The Contractor shall comply with the following insurance requirements:
1. The Owner (City of Plattsburgh) & the Architect/Engineer (Saratoga Associates, P.C.) shall be added to the General Liability policy as "additional Insured" for Forms CG2010 and CG2037 and/or equivalents.
 2. Owner's Protective Liability Coverage
 - a. The policy shall be written in the name of the owner.
 - b. The limits of liability shall be equal or greater than one million (\$1,000,000) occurrence, combined single limit and two million (\$2,000,000) general aggregate.
 - c. OCP coverage shall be purchased by the Owner.
 - d. Architect/Engineer shall be named as co-insured on the insurance policy (Saratoga Associates, P.C.)
 - e. Certificates of Insurance are to be issued by the Contractor's insurance carrier showing limits equal or greater than one million (\$1,000,000) occurrence, one million (\$1,000,000) personal injury, two million (\$2,000,000) products/completed operations aggregate, a per project general aggregate of two million (\$2,000,000) with coverages listed as follows:
 - 1) Comprehensive General Liability naming the project owner as an additional insured including:
CITY OF PLATTSBURGH – DRI RIVERWALK

SUPPLEMENTARY CONDITIONS

- (a) Broad Form Property Damage
- (b) Contractual Liability
- (c) Products and Completed Operations
- (d) Independent Contractors
- (e) Personal Injury
- (f) Explosion, Collapse and Underground Property Damage
- (g) Designated Construction Project(s) General Aggregate Limit-added
- (h) Primary and Non-Contributing Liability-added
 - 2) Automobile Liability - Comprehensive Coverage - one million (\$1,000,000) combined single limits.
 - 3) Worker's Compensation - Including coverage for all Executive Officers if the contractor is incorporated and including Broad Form All-States Endorsement.

- 4) Contractor shall provide evidence of satisfactory New York State Disability Insurance Coverage.
 - 5) Umbrella Liability - limits of one million C.S.L. per occurrence, five million (\$5,000,000) aggregate.
 - 6) Pollution Liability-\$1,000,000 in limits-added
 - 7) A 30-day Notice of Cancellation clause is to be included and the words "Endeavor to" shall be eliminated in such cancellation provision.
 - 8) Saratoga Associates, P.C. and City of Plattsburgh shall be named as additional insured.
3. Certificates of Insurance are to be issued by the on-site Sub-Contractor's insurance carrier showing limits equal to or greater than \$1 Million occurrence, \$1 Million personal injury, \$2 Million products/completed operations aggregate, a per project general aggregate of \$2 Million, with coverage's listed as follows:
- a. Commercial General Liability (ISO Form #CG0001 or equivalent), naming Contractor, Owner, and Architect/Engineer as additional insured, and providing that such insurance is Primary insurance as respects the interest of the Contractor and that any other insurance required hereunder. Such coverage shall be written to include coverage for negligence of the Contractor.
 - b. Automobile Liability - Comprehensive Coverage - \$1 Million combined single limit.
 - c. Workers' Compensation - Including coverage for all Executive Officers if the Contractor is incorporated.
 - d. Umbrella Liability, Limits of \$1 Million C.S.L. per occurrence, \$5 Million aggregate.
 - e. Pollution Liability-\$1,000,000 in limits-added
 - f. A 30-day Notice of Cancellation clause is to be included and the words "Endeavor to" shall be eliminated in such cancellation provision.
 - g. Saratoga Associates, P.C. and City of Plattsburgh shall be named as additional insured on all policies.
4. All Risk or Special Form Builders Risk:
- a. For the 100% insurable value to be determined by the Owner and/or Engineer to be the contract amount.
- 1) To be written in the name of the project owner and general contractor.
- (a) Property deductibles no greater than \$1,000.00.
 - (b) Purchased by the Owner.

Three certificates of insurance for each policy shall be submitted to the Architect/Engineer, and construction activities shall not commence before the Owner is free of possible loss. If the Owner is damaged or subject to loss due to the failure of the Contractor to obtain and maintain such insurance, then the Contractor shall bear all costs and responsibilities attributable thereto.

Certificates shall be accompanied by a statement of any exclusions in the policy.

The Contractor must provide to the Architect 30 days written notice prior to change or cancellation of policies. The Contractor must give prompt written notice of an accident or claim to the Architect as well as to its insurer. Such notice must be given within the period established by the policy for giving notice. The insurance provider must be authorized to do business in New York State.

The Contractor shall exhibit any and all policies within three days of demand by Owner or Architect/Engineer.

A copy of the requirements for insurance set forth herein shall be forwarded to Contractor's insurance carrier to ensure that required coverage is provided.

11.3.1 DELETE sub-sub-paragraph 11.3.1.2 in its entirety.

ADD the following sub-subparagraph 11.3.1.6 reading:

11.3.1.6 The insurance required by paragraph 11.3 is not intended to cover machinery, tools or equipment owned or rented by the Contractor which are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment which shall be subject to provisions of subparagraph 11.3.7.

11.3.7 ADD the following sub-subparagraph 11.3.1.7 reading:

11.3.1.7 Owner and Contractor intend that any policies provided in response to the insurance provisions shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds.

11.4.1 CHANGE paragraph 11.4.1 to read:

Performance, Labor and Material Bond: The Owner, prior to the execution of the contract, requires the successful bidder to furnish bonds covering the faithful performance of the contract and payment of all obligations arising thereunder in such form and amount as the Owner may prescribe and with such sureties underwritten by a surety company licensed to do business in New York State. The premiums shall be paid by the Contractor. The required bonds shall be delivered to the Owner not later than the date of the execution of the contract. The dollar value of such bonds shall equal one hundred percent (100%) of the sum of the actual amount of the Owner\Contractor Agreement executed. The value of the bonds shall be adjusted upward or downward if and as the contract value is affected by contract amount changes during the course of the contract.

ARTICLE 13 MISCELLANEOUS PROVISIONS

ADD the following paragraph title:

13.6 CONTRACTOR'S PROJECT RECORDS AND DOCUMENTS

ADD subparagraph 13.8.1 reading:

13.6.1 The Owner and Architect/ Engineer reserve all rights to inspect and obtain copies, at any time, of all the Contractor's original internal records and documents which relate in any way to this project.

ARTICLE 15 CLAIM AND DISPUTES

15.3 MEDIATION

DELETE paragraph 15.3 in its entirety.

15.4 ARBITRATION

DELETE paragraph 15.4 in its entirety.

ADD THE FOLLOWING ARTICLES:

ARTICLE 16 FORMS TO BE USED FOR THIS PROJECT

16.1 The forms listed here shall be used for the work of this project. Bidders and Contractors shall make themselves aware of the form and content of these documents. These forms shall be deemed to be included in the Contract Documents the same as though they were bound herein.

Contractor's Qualification Statement - AIA Document A305 - 2007
Bid Bond, AIA Document A310 - 2010
Performance Bond, Labor and Material Payment Bond, AIA Document A312 -2010
Owner/Contractor Agreement - AIA Document 101 - 2007 (electronic format) as modified by
Owner
General Conditions of the Contract for Construction - AIA Document A201 - 2007 (electronic
format)
Application and Certificate for Payment - AIA Document G702 as modified, and AIA
Document G703 - 2007
Change Order - AIA Document G701 - 2007
Contractor's Affidavit of Payment of Debts and Claims - AIA Document G706 - 1970
Contractor's Affidavit of Release of Liens - AIA Document G706A - 1970
Consent of Surety Company to Final Payment - AIA Document G707 - 1970

16.2 The pre-printed unmodified forms are available at most stationery supply retailers and the American Institute of Architects (AIA). A sample copy is included in the Project Manual.

ARTICLE 17 EQUIVALENTS

The Contractor represents that his contract price is based on the materials and equipment described in the contract documents.

It is not the intention of the Owner to restrict or bar equal or superior products of other manufacturers by the specification of a particular name and model number. Specific reference in the project documents to any product, material, fixture, form, type of construction, equipment, appurtenances, furniture or any other item to be incorporated into the work or to be used in connection therewith by proprietary name, trade name, brand name, or name of manufacturer or catalogue number is made to establish a standard of required function, dimension, quality, performance, design appearance, workmanship and suitability for the purpose intended, and shall not be construed as limiting competition.

Where two or more are named, these are presumed by the Architect/ Engineer to be equal and the Contractor may select one of those items. If the Contractor had desired to use any kind, type, brand, or manufacturer of material other than that named in the specification, he shall have indicated in writing in his bid proposal form what other kind, type, brand, or manufacturer was included in the bid for the specific specified item and, when requested, have submitted information describing wherein it differs from the project specification in specific detail, and other information as required by the Architect/Engineer to perform a reasonable and fair evaluation of the proposal.

The Owner and Architect/Engineer shall be under no obligation to consider proposals for substitutions or changes to specified materials or equipment following receipt of bids or execution of the Owner/Contractor Agreements.

Should the Architect/Engineer elect to consider and/or evaluate a proposed equivalent after submission of bids, the proposer shall provide drawings, design data, performance and test data and other information deemed necessary by the Architect/Engineer for the evaluation. A statement setting forth any changes in other materials or equipment that incorporation of the equivalent would require shall be included. The burden of proof of the merit of the proposed equivalent is upon the proposer.

Where any article or thing in the Contract Documents is specified by a proprietary name, a trade name, or the name of a manufacturer, with the addition of the expression "or (approved) equal," it is understood: (1) that the Architect/Engineer, acting as the Owner's Representative, will use his sole judgment in determining whether or not any article proposed as an equivalent is an equal of any article specified herein; (2) that the decision of the Architect/Engineer on all such questions of equality shall be final; and (3) that in the event of any adverse decision by the Architect/Engineer, acting as the Owner's Representative, no claim of any sort shall be made or allowed against the Architect/Engineer or the Owner by the manufacturer, jobber, or other supplier of the articles involved.

END OF SUPPLEMENTARY CONDITIONS

DOCUMENT 00 8300

GENERAL ONE YEAR GUARANTEE

**TITLE: CITY OF PLATTSBURGH
RIVERWALK: BRIDGE TO BROAD STREETS**

Attn. City of Plattsburgh
Office of Community Development
Attn: Matthew Miller
41 City Hall Place
Plattsburgh, NY 12901
(518) 536-7510

(typed name)

(title)

representing

(company name)

(address)

being duly sworn, says:

- That they know the terms, conditions and requirements of the Owner/Contractor Agreement and the Contract Documents.
- That under the terms of that Agreement and the Documents, they guarantee that all work has been accomplished in accordance with that Agreement and the Documents, and that such work is free of defective workmanship and materials.
- That under the terms of the Agreement and Documents, they guarantee to repair at their own cost all work covered by the Contract Documents that may be determined defective by the Owner's Representative or Owner within a period of one (1) year from the date of SUBSTANTIAL COMPLETION as established by the Owner's Representative's certificate of same.
- That during this period, they will pay the cost of repairs to other work damaged by the defects of their work, and also the cost of replacing other work that may be disturbed in making such repairs.
- That they agree to promptly repair all defects upon notice by the Owner, and at a time convenient to the Owner.

END OF SECTION



Prevailing Wage

[Home](#) > Prevailing Wage

[Submit Notice Of Award](#) · [Submit Notice Of Project Completion](#)

Thank you for your submission. Your request has been assigned a 'Reference Number', and is being processed.
You will receive an email regarding your request within 24 to 48 hours

Reference Number: 1541508
Type of Contracting Agency: City

Contracting Agency

City of Plattsburgh
Matthew Miller
Dir. of Community Development
41 City Hall Place
Plattsburgh NY 12901

(518) 536-7510
millerma@cityofplattsburgh-ny.gov

Send Reply To

Emily Gardner
Dir. of Landscape Architecture
Saratoga Associates
21 Congress St STE 201
SARATOGA SPRINGS NY 12866

(518) 831 -5784
egardner@saratogaassociates.com

Project Information

Project Title	City of Plattsburgh Riverwalk
Description of Work	Removal of existing pavements and staircase. Installation of concrete pavements, stone and concrete walls, landscape plantings, railing, and furnishings. Transformer replacement with junction box, site lighting.
Contract Id No.	DOS C1001112
Project Location(s)	Saranac Riverfront
Route No / Street Address	Bridge to Broad St
Village / City	Plattsburgh
Town	
State / Zip	NY 12901
Nature of Project	Other New Construction (Explain)
Approximate Bid Date	12/20/2022
Checked Occupation(s)	Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

Applicable Counties

Clinton

Department of Labor

[Accessibility](#)

[Contact](#)

[Language Access](#)

[Privacy Policy](#)





Kathy Hochul, Governor

Roberta Reardon, Commissioner

City of Plattsburgh
Emily Gardner, Dir. of Landscape Architecture
Saratoga Associates
21 Congress St STE 201
SARATOGA SPRINGS NY 12866

Schedule Year 2022 through 2023
Date Requested 11/17/2022
PRC# 2022012926

Location Saranac Riverfront
Project ID# DOS C1001112
Project Type Removal of existing pavements and staircase. Installation of concrete pavements, stone and concrete walls, landscape plantings, railing, and furnishings. Transformer replacement with junction box,

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2022 through June 2023. 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. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

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

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the ["Request for a dispensation to work overtime" form \(PW30\)](#) and ["4 Day / 10 Hour Work Schedule" form \(PW 30.1\)](#).

Wages and Supplements

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

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.

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 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Kathy Hochul, Governor

Roberta Reardon, Commissioner

City of Plattsburgh
Emily Gardner, Dir. of Landscape Architecture
Saratoga Associates
21 Congress St STE 201
SARATOGA SPRINGS NY 12866

Schedule Year 2022 through 2023
Date Requested 11/17/2022
PRC# 2022012926

Location Saranac Riverfront
Project ID# DOS C1001112
Project Type Removal of existing pavements and staircase. Installation of concrete pavements, stone and concrete walls, landscape plantings, railing, and furnishings. Transformer replacement with junction box,

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

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

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

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 .

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 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

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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

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. 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.

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/public-work-and-prevailing-wage>

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) 568-5156		

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

Contractor Name: _____

Project Location: _____

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) for current wage rate information.

Apprentice Training Ratios

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

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

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

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

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

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

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

Clinton County General Construction

Boilermaker **11/01/2022**

JOB DESCRIPTION Boilermaker **DISTRICT 6**

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

WAGES

Per hour:	07/01/2022	01/01/2023	01/01/2024
Boilermaker	\$ 36.23	\$ 37.23	\$ 38.23

SUPPLEMENTAL BENEFITS

Per hour:			
Journeyman	\$ 26.01*	\$ 26.31*	\$ 26.62*
	+ 1.23	+ 1.23	+ 1.23

*This portion of the benefits subject to the same premium rate as shown for overtime wages.

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

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

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

REGISTERED APPRENTICES
 WAGES per hour: Six month terms at the following percentage of Journeyman's wage.

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

SUPPLEMENTAL BENEFITS per hour:

\$ 19.38*	\$ 19.38*	\$ 20.33*	\$ 21.26*	\$ 22.20*	\$ 23.16*	\$24.13*	\$ 25.06*
+ 1.23	+ 1.23	+ 1.23	+ 1.23	+ 1.23	+ 1.23	+ 1.23	+ 1.23

*This portion of the benefits subject to the same premium rate as shown for overtime wages.

6-175

Carpenter - Building **11/01/2022**

JOB DESCRIPTION Carpenter - Building **DISTRICT 2**

ENTIRE COUNTIES
 Clinton, Essex, Franklin, Hamilton, Washington

WAGES

Per hour:	07/01/2022	07/01/2023	07/01/2024	07/01/2025
		Additional	Additional	Additional
Carpenter	\$ 29.00	\$ 1.27	\$ 1.00	\$ 1.00
Floor Coverer	29.00	1.27	1.00	1.00
Carpet Layer	29.00	1.27	1.00	1.00
Dry-Wall	29.00	1.27	1.00	1.00
Diver-Wet Day	61.25	0.00	0.00	0.00
Diver-Dry Day	30.00	1.27	1.00	1.00
Diver Tender	30.00	1.27	1.00	1.00

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 journeyman's rate of pay when performing piledriving/dock building work.
- Certified welders shall receive \$1.00 per hour over the journeyman'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.

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 22.75

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

CARPENTER APPRENTICES

Wages per hour (1040 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th	5th
55%	60%	65%	70%	80%

Supplemental Benefits per hour:

\$ 12.31	\$ 12.31	\$ 14.96	\$ 14.96	\$ 14.96
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PILEDRIVER/DOCK BUILDER APPRENTICES

Wages per hour (1300 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th
55%*	60%*	70%*	80%*

*Pile Driver/Dock Builder apprentices shall receive an additional \$0.25 per hour worked when performing piledriving/dock building work.

Supplemental Benefits per hour:

\$ 12.31	\$ 12.31	\$ 14.96	\$ 14.96
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LINOLEUM, RESILIENT TILE, AND CARPET LAYER APPRENTICES

Wages per hour (1300 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th
55%	60%	70%	80%

Supplemental Benefits per hour:

\$ 12.31	\$ 12.31	\$ 14.96	\$ 14.96
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ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:

- 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-Cli

Carpenter - Building / Heavy&Highway

11/01/2022

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:	07/01/2022	07/01/2023 Additional	07/01/2024 Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	\$ 33.08	\$ 2.25*	\$2.25*

*To be allocated at a later date

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 25.45

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 Journeyman's wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

1st term	\$ 16.97
2nd term	17.41
3rd term	19.40
4th term	19.84

2-42AtSS

Carpenter - Heavy&Highway

11/01/2022

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

Clinton, Essex, Franklin, Hamilton

WAGES

Per hour	07/01/2022	07/01/2023 Additional	07/01/2024 Additional
Carpenter	\$ 36.77	\$ 2.50*	\$ 2.75*
Piledriver	36.77	2.50*	2.75*
Diver-Wet Day	61.77	2.50*	2.75*
Diver-Dry Day	37.77	2.50*	2.75*
Diver-Tender	37.77	2.50*	2.75*

*To be allocated at a later date.

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

- When project owner mandates a single irregular work shift, the employee 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.
- 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.

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 23.80

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. Employee must work scheduled work day before and after the 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 journeyman's base wage):

1st	2nd	3rd	4th	5th
65%	70%	75%	80%	85%

Supplemental Benefits per hour:

\$ 18.11	\$ 18.65	\$ 20.73	\$ 21.27	\$ 21.81
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PILEDRIVER/DOCKBUILDER APPRENTICES

Wages per hour (1300 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th
65%	70%	80%	85%

Supplemental Benefits per hour:

\$ 18.11	\$ 18.65	\$ 21.27	\$ 21.81
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NOTE ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:

- When project owner mandates a single irregular work shift, the employee 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.
- 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-CEFH

Electrician

11/01/2022

JOB DESCRIPTION Electrician

DISTRICT 6

ENTIRE COUNTIES

Clinton, Essex, Franklin, Jefferson, Lewis, St. Lawrence

WAGES

Per hour: 07/01/2022

Electrician	\$ 38.00
Teledata	38.00
Welder	40.00

NOTE: Additional premiums for the following work listed:

- Additional \$1.50 per hour for work performed underground such as tunnels and mine shafts. Excludes manholes and walkway tunnels between buildings.
- Additional \$1.50 per hour for working 35 feet or more on scaffolds, ladders, towers, steeples, structural steel, or mechanical lifts over 65 feet.

Shift Work: The following rates will apply on all Contracting Agency mandated shifts worked between the hours listed below. The employer may be permitted to adjust the starting hours of the shift by up to two (2) hours if required by the agency. If a shift begins outside of the stated shift hours, the rate paid would be determined by what shift the majority of the hours were worked.

- 1st shift: 8:00 AM to 4:30 PM regular wage rate
- 2nd shift: 4:30 PM to 1:00 AM regular wage rate plus 17.3%
- 3rd shift: 12:30 AM to 9:00 AM regular wage rate plus 31.4%

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:
 \$ 22.48
 *plus 5.75% of
 gross wage

* NOTE: THE 5.75% IS BASED ON THE HOURLY WAGE PAID, STRAIGHT TIME RATE OR PREMIUM TIME RATE.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: 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) on HOLIDAY PAGE

REGISTERED APPRENTICES

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

	1-1000	to 2000	to 3500	to 5000	to 6500	to 8000
	45%	50%	55%	60%	70%	80%
Electrician	\$17.10	\$19.00	\$20.90	\$22.80	\$26.60	\$30.40
Tunnel	\$18.60	\$20.50	\$22.40	\$24.30	\$28.10	\$31.90

SUPPLEMENTAL BENEFITS per hour:

1st & 2nd term \$ 10.72
 * plus 5.75% of
 gross wage

All other terms \$ 22.48
 * plus 5.75% of
 gross wage

* NOTE: THE 5.75% IS BASED ON THE HOURLY WAGE PAID, STRAIGHT TIME RATE OR PREMIUM TIME RATE.

Elevator Constructor

11/01/2022

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

	07/01/2022	01/01/2023
Mechanic	\$ 50.78	\$ 53.02

Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate
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Four (4), ten (10) hour days may be worked for New Construction and Modernization Work at straight time during a week, Monday thru Thursday or Tuesday thru Friday.

***Four (4), ten (10) hour days are not permitted for Contract Work/Repair Work

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour	07/01/2022	01/01/2023
Journeyman/Helper	\$ 36.885*	\$ 37.335*

(*)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 Journeyman/Helper

1-35

Glazier **11/01/2022**

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	07/01/2022	05/01/2023	07/01/2023
		Additional	Additional
Glazier Base Wage	\$ 31.86	+\$1.80	
	+ additional \$4.05 per hour for all hours worked, not subject to overtime/premium		
High Work Base Wage*	34.01		+\$1.55
	+ additional \$4.05 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.

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

NOTE - In order to use the 4 Day/10 Hour Work schedule, as your normal schedule, you must submit an Employer Registration for Use of 4 Day/10 Hour Work Schedule, form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour	
Journeyman	\$ 21.75
Journeyman High Work	27.65

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE
 Premium is applied to the respective base wage only.

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

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 Journeymans base wage.

1st	2nd	3rd	4th
50%	65%	75%	90%

+ additional \$3.60 per hour for all hours worked for all terms

Apprentice Glazier Hi-Work 1500 hr. terms at the following percentage of Journeymans Hi-Work base wage.

1st	2nd	3rd	4th
50%	65%	75%	90%

+ additional \$4.05 per hour for all hours worked for all terms

Supplemental Benefits per hour worked

Apprentice	
1st term	\$ 18.08
2nd-4th term	21.75
Apprentice High Work	
1st term	21.28
2nd-4th term	27.65

1-201

Insulator - Heat & Frost **11/01/2022**

JOB DESCRIPTION Insulator - Heat & Frost **DISTRICT 1**

ENTIRE COUNTIES
 Clinton, Franklin

WAGES

Wages per hour	07/01/2022	05/01/2023 Additional	05/01/2024 Additional
Asbestos Worker*	\$ 32.64	+\$2.50	+\$2.00
Insulator*	32.64		
Firestopping Worker*	32.64		

(*)On Mechanical Systems only.

On government mandated shift work additional 12% of wage for all shifts starting after 3:30 Pm.

SUPPLEMENTAL BENEFITS

Per hour

Journey person	\$ 24.42
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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 Journey person's wage.

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

Supplemental Benefits per hour worked:

Apprentices \$ 24.42

1-40/CF

Ironworker

11/01/2022

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 Worchester.

WAGES

Wages 07/01/2022

Per hour

Ornamental	\$ 33.50
Reinforcing	33.50
Rodman	33.50
Structural & Precast	33.50
Mover/Rigger	33.50
Fence Erector	33.50
Stone Derrickman	33.50
Sheeter	33.75
Curtain Wall Installer	33.50
Metal Window Installer	33.50

SUPPLEMENTAL BENEFITS

Per hour

JOURNEYPERSON \$ 31.14

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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%

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%
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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.

REGISTERED APPRENTICES

Wages per hour

ONE YEAR TERMS AT THE FOLLOWING WAGE RATES:

07/01/2022

1st year	\$ 19.50
2nd year	21.50
3rd year	23.50
4th year	25.50

Supplemental Benefits per hour worked

1st year	\$ 11.78
2nd year	23.73
3rd year	25.42
4th year	27.13

1-12

Laborer - Building

11/01/2022

JOB DESCRIPTION Laborer - Building

DISTRICT 7

ENTIRE COUNTIES
 Clinton, Essex, Warren

WAGES

GROUP A: All Laborers (except as noted)
 GROUP B: Asbestos & Hazardous Waste Work.
 GROUP C: Wind & Solar Worker*

Per hour:	07/01/2022	07/01/2023 Additional	07/01/2024 Additional
Group A	\$ 26.33	\$ 1.25	\$ 1.25
Group B	27.83	1.25	1.25
Group C	26.83	1.25	1.25

* Applies when performing delivery handling and site readiness for all solar panels and wind turbines, whether on land or water.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 23.75

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 percentages of Journeyman's wage:

to 1000	to 2000	to 3000	to 4000
70%	80%	90%	95%

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyman

7-1822ew

Laborer - Heavy&Highway

11/01/2022

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 7

ENTIRE COUNTIES
 Clinton, Essex, Warren

WAGES

GROUP A: Drill Helper, Flagmen, Outboard and Hand Boats.

GROUP B: BASIC RATE: Bull Float (where used for strike off only), Chain Saw, Concrete Aggregate Bin, Concrete Bootman, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of All Steel Mesh, Small Generators for Laborers' Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Water Pump Operator (1-1/2" and Single Diaphragm) Nozzle (Asphalt, Gunite, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter & 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, Powder Man, Tail or Screw Operator on Asphalt Paver.

GROUP D: Blasters, Form Setters, Stone or Granite Curb Setters.

GROUP E: Hazardous Waste Removal Work when designated by State/Federal as hazardous waste site and regulations require employees wear required personal protection.

Per hour:	07/01/2022	07/01/2023 Additional	07/01/2024 Additional
GROUP A	\$ 29.07	\$ 3.00	\$ 2.50
GROUP B	29.27	3.00	2.50
GROUP C	29.47	3.00	2.50
GROUP D	29.67	3.00	2.50
GROUP E	32.27	3.00	2.50

NOTE: A single irregular work shift starting any time between 5:00 PM and 1:00 AM on governmental mandated night work shall be paid an additional \$3.00 per hour. Night work, when mandated by DOT shall be paid an additional \$3.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Journey Worker \$ 27.05

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Saturday, it will be celebrated on Saturday. Employees who work a Saturday holiday shall be paid double time plus the holiday pay. If a holiday falls on Sunday, it will be celebrated on Monday. Employees who work a Sunday holiday shall be paid double time. Employees who work on Monday shall be paid double time plus the holiday pay. Accordingly, the Monday following the Sunday is treated as the holiday.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of Journey Worker's GROUP B wage.

1st	2nd	3rd	4th
70%	80%	90%	95%

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journey Worker

7-1822/2h

Labourer - Tunnel

11/01/2022

JOB DESCRIPTION Labourer - Tunnel

DISTRICT 7

ENTIRE COUNTIES

Clinton, Essex, Warren

WAGES

GROUP A: General Laborer

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

GROUP C: Hazardous Waste Work on a State and or Federally designated waste site, and where relevant regulations require employees to use personal protection.

Per hour:	07/01/2022	07/01/2023 Additional	07/01/2024 Additional
GROUP A	\$ 32.25	\$ 3.00	\$2.50
GROUP B	32.45	3.00	2.50
GROUP C	35.25	3.00	2.50

NOTE: A single irregular work shift starting any time between 5:00 PM and 1:00 AM on governmental mandated night work shall be paid an additional \$3.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Journey Worker \$ 27.05

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Saturday, it will be celebrated on Friday. If a holiday falls on Sunday, it will be celebrated on Monday. In the event that men work on this Sunday holiday, they shall be paid double time. In the event that men work on Monday, they shall be compensated at triple time. Accordingly, the Monday following the Sunday is treated as the holiday.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of Journey Worker's GROUP B wage:

1st	2nd	3rd	4th
70%	80%	90%	95%

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journey Worker

7-1822T

Lineman Electrician

11/01/2022

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.

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. (Ref #14.01.01)

Per hour:	07/01/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 56.00	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	56.00	57.40	58.90
Welder, Cable Splicer	56.00	57.40	58.90
Digging Mach. Operator	50.40	51.66	53.01
Tractor Trailer Driver	47.60	48.79	50.07
Groundman, Truck Driver	44.80	45.92	47.12
Equipment Mechanic	44.80	45.92	47.12
Flagman	33.60	34.44	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". (Ref #14.02.01-A)

Lineman, Technician	\$ 56.00	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	56.00	57.40	58.90
Cable Splicer	61.60	63.14	64.79
Certified Welder -			
Pipe Type Cable	58.80	60.27	61.85
Digging Mach. Operator	50.40	51.66	53.01
Tractor Trailer Driver	47.60	48.79	50.07
Groundman, Truck Driver	44.80	45.92	47.12
Equipment Mechanic	44.80	45.92	47.12
Flagman	33.60	34.44	35.34

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

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

Lineman, Tech, Welder	\$ 57.32	\$ 58.72	\$ 60.22
Crane, Crawler Backhoe	57.32	58.72	60.22
Cable Splicer	63.05	64.59	66.24
Certified Welder -			
Pipe Type Cable	60.19	61.66	63.23
Digging Mach. Operator	51.59	52.85	54.20
Tractor Trailer Driver	48.72	49.91	51.19
Groundman, Truck Driver	45.86	46.98	48.18
Equipment Mechanic	45.86	46.98	48.18
Flagman	34.39	35.23	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. (Ref #14.03.01)

Lineman, Tech, Welder	\$ 58.51	\$ 59.91	\$ 61.41
Crane, Crawler Backhoe	58.51	59.91	61.41
Cable Splicer	58.51	59.91	61.41
Digging Mach. Operator	52.66	53.92	55.27
Tractor Trailer Driver	49.73	50.92	52.20
Groundman, Truck Driver	46.81	47.93	49.13
Equipment Mechanic	46.81	47.93	49.13
Flagman	35.11	35.95	36.85

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

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

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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

	07/01/2022	05/01/2023	05/06/2024
Journeyman	\$ 25.90 *plus 7% of the hourly wage paid	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid
Journeyman Lineman or Equipment Operators	\$ 27.90 *plus 7% of	\$ 29.40 *plus 7% of	\$ 30.90 *plus 7% of

with Crane License	the hourly wage paid	the hourly wage paid	the hourly wage paid
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*The 7% is based on the hourly wage paid, straight time or premium time.

OVERTIME PAY

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

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2022	05/01/2023	05/06/2024
\$ 25.90	\$ 26.40	\$ 26.90
*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid	*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

11/01/2022

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).

	07/01/2022	01/01/2023	01/01/2024	01/01/2025
Cable Splicer	\$ 36.28	\$ 37.73	\$ 39.24	\$ 40.81
Installer, Repairman	\$ 34.43	\$ 35.81	\$ 37.24	\$ 38.73
Teledata Lineman	\$ 34.43	\$ 35.81	\$ 37.24	\$ 38.73
Tech., Equip. Operator	\$ 34.43	\$ 35.81	\$ 37.24	\$ 38.73
Groundman	\$ 18.25	\$ 18.98	\$ 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.

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

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2022	01/01/2023	01/01/2024	01/01/2025
Journeyman	\$ 5.14	\$ 5.14	\$ 5.14	\$ 5.14
	*plus 3% of	*plus 3% of	*plus 3% of	*plus 3% of

the hourly wage paid the hourly wage paid the hourly wage paid the hourly 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

NOTE: 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

Lineman Electrician - Traffic Signal, Lighting **11/01/2022**

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.

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.
 (Ref #14.01.01)

Per hour:	07/01/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 48.19	\$ 49.32	\$ 50.54
Crane, Crawler Backhoe	48.19	49.32	50.54
Certified Welder	50.60	51.79	53.07
Digging Machine	43.37	44.39	45.49
Tractor Trailer Driver	40.96	41.92	42.96
Groundman, Truck Driver	38.55	39.46	40.43
Equipment Mechanic	38.55	39.46	40.43
Flagman	28.91	29.59	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.

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

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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

	07/01/2022	05/01/2023	05/06/2024
Journeyman	\$ 25.90 *plus 7% of the hourly wage paid	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid
Journeyman Lineman or Equipment Operators with Crane License	\$ 27.90 *plus 7% of the hourly wage paid	\$ 29.40 *plus 7% of the hourly wage paid	\$ 30.90 *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) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.
 NOTE: 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 Journeyman Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

	07/01/2022	05/01/2023	05/06/2024
	\$ 25.90 *plus 7% of the hourly wage paid	\$ 26.40 *plus 7% of the hourly wage paid	\$ 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 **11/01/2022**

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 would include stump removal near underground energized electrical lines, including telephone and CATV lines.

Per hour:	07/01/2022	01/01/2023
Tree Trimmer	\$ 28.25	\$ 29.80
Equipment Operator	24.98	26.35
Equipment Mechanic	24.98	26.35
Truck Driver	20.80	21.94
Groundman	17.13	18.07
Flag person	13.20*	13.20*

*NOTE: Subject to change due to any minimum wage increases.

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

	07/01/2022	01/01/2023
Journeyman	\$ 10.23 *plus 3% of the hourly wage paid	\$ 10.48 *plus 3% of the hourly 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

NOTE: 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

11/01/2022

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 07/01/2022

Tile/Marble/Terrazzo

Setter	\$ 36.71
Finisher	28.61

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

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman Setter	\$ 21.43
Journeyman Finisher	18.52

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
 07/01/2022

Setter:

1st term 0-500 hrs	\$ 12.68
2nd term 501-1500 hrs	12.68
3rd term 1501-2500 hrs	17.05
4th term 2501-3500 hrs	17.05
5th term 3501-4500 hrs	19.24
6th term 4501-6000 hrs	21.43

Finisher:

1st term 0-500 hrs	\$ 11.97
2nd term 501-1500 hrs	11.97
3rd term 1501-2500 hrs	15.24
4th term 2501-3700 hrs	15.24

12-2TS.1

Mason - Building **11/01/2022**

JOB DESCRIPTION Mason - Building **DISTRICT 12**

ENTIRE COUNTIES
 Clinton, Essex, Franklin

PARTIAL COUNTIES
 Warren: Only the Townships of Chester, Hague, Horicon and Johnsburg.

WAGES
 Per hour 07/01/2022

Bricklayer	\$ 35.16
Cement Finisher	35.16
Plasterer/Fireproofers*	35.16
Pointer/Caulker/Cleaner	35.16
Stone Mason	35.16
Acid Brick	35.66

(*Fireproofers on Structural only.

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

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
 Per hour worked

Journeyman	\$ 21.25
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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 which occurs on Sunday shall be observed the following Monday.

REGISTERED APPRENTICES
 Wages per hour

750 hr terms at the following percentage 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

All Terms	\$ 21.25
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Mason - Heavy&Highway

11/01/2022

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 1-2h/h on.

WAGES

Per hour

07/01/2022

Mason &

Bricklayer

\$ 40.76

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

\$ 21.48

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If a holiday falls on Sunday, the Monday following shall constitute the day of the legal holiday.

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

0 to 500 Hours \$ 12.98

All Other 21.48

12-2hh.1

Millwright

11/01/2022

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: 07/01/2022

Millwright - Power Generation \$ 41.23

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 he/she is 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) are 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:

Journeyman \$ 26.72*

*NOTE: Subject to OT premium

OVERTIME PAY

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

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

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 Journeyman'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 1.00
 (500' and below)

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year \$ 11.83
 Appr. 2nd year 22.26
 Appr. 3rd year 23.74
 Appr. 4th year 25.24

6-1163Power

Millwright **11/01/2022**

JOB DESCRIPTION Millwright

DISTRICT 2

ENTIRE COUNTIES

Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, Oneida, Onondaga, Oswego, St. Lawrence, Warren, Washington

WAGES

Per hour: 07/01/2022

Building \$ 32.50
 Heavy & Highway 34.50

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:

Journeyman \$ 24.41

OVERTIME PAY

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

*Note - Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire, or natural disaster prevent the performance of work on a regular scheduled work day.

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 Journeyman's rate.

1st	2nd	3rd	4th
65%	75%	80%	90%

Supplemental Benefits per hour:

Apprentices:

1st term	\$ 11.33
2nd term	20.49
3rd term	21.79
4th term	23.11

2-1163.2

Operating Engineer - Building

11/01/2022

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

CLASS A1:

Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks,whirlies, dragline, boom trucks over 5 tons.

CLASS A:

Shovel, all Excavators (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.

CLASS B:

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.

* In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour

	07/01/2022
Class # A1	\$ 47.81
Class # A	47.32
Class # B	46.30
Class # C	43.40

Additional \$0.50 per hr for Tower Cranes.
 Additional \$1.25 per hr for Cranes with Boom length & jib 150ft. and over.
 Additional \$2.25 per hr for Cranes with Boom length & jib 200ft. and over.
 Additional \$2.50 per hr over B rate for Nuclear Leader work.
 Additional \$0.40 per hr for tunnel or excavation of shaft 40' or more deep.
 Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour
07/01/2022

Journeyman \$ 30.55

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Note: If a holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on Saturday, it will be celebrated on Friday. Employees who work a designated holiday shall be paid double time plus 8 hours of straight time.

REGISTERED APPRENTICES

Wages per hour

1000 hours terms at the following percentage of Journeyperson's wage Class B

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

Supplemental Benefits per hour worked

All terms \$ 25.85

1-158 Alb

Operating Engineer - Heavy&Highway

11/01/2022

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

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), 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 PurposeHydraulically 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, Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Scraper, 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 (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Brokk, Boring Machine, Cage Hoist, Central Mix Plant [(NonAutomated) 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, HiPressure 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 (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), 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

- Note for all above classifications of Operating Engineer - In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour

07/01/2022

Master Mechanic	\$ 51.03
Class A*	49.42
Class B	48.51
Class C	45.94

Additional \$2.50 per hour for All Employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

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.

(*) Premiums for CRANES is based upon Class A rates with the following premiums:

- Additional \$4.00 per hr for Tower Cranes, including self erecting.
- Additional \$3.00 per hr for Lattice Boom Cranes and all other cranes with a manufacturers rating of fifty (50) tons and over.
- Additional \$2.00 per hr for all Hydraulic Cranes and Derricks with a manufacturer's rating of 49 ton and below, including boom trucks.

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour

Journey person \$ 30.75

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 Holiday falls on a Saturday employer can choose to celebrate Saturday or give Friday off with pay.

REGISTERED APPRENTICES

Wages per hour

1000 hours terms at the following percentage of Journeyperson's wage Class B

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

Supplemental Benefits per hour worked

All Terms \$ 26.15

1-158H/H Alb

Operating Engineer - Marine Dredging

11/01/2022

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:	07/01/2022	10/01/2022
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 42.66	\$ 43.94
CLASS A2 Crane Operator (360 swing)	38.02	39.16
CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 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	36.89	38.00
CLASS B2 Certified Welder	34.73	35.77
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	33.78	34.79
CLASS C2 Boat Operator	32.69	33.67
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	27.16	27.97

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	\$ 11.40 plus 6% of straight time wage, Overtime hours add \$ 0.63	\$ 11.85 plus 6% of straight time wage, Overtime hours add \$ 0.63
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All Class C	\$ 11.10 plus 6% of straight time wage, Overtime hours add \$ 0.48	\$ 11.60 plus 6% of straight time wage, Overtime hours add \$ 0.50
All Class D	\$ 10.80 plus 6% of straight time wage, Overtime hours add \$ 0.33	\$ 11.35 plus 6% of straight time wage, Overtime hours add \$ 0.38

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

11/01/2022

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.

07/01/2022

Party Chief	\$ 47.37
Instrument Person	43.51
Rod Person	32.26

Additional \$3.00/hr. for Tunnel Work
 Additional \$2.50/hr. for Hazardous Work Site

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 28.05
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OVERTIME PAY

See (B, E, P, *X) on OVERTIME PAGE
 *Note: \$24.10/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:

07/01/2022

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 19.83 / PHP \$17.03
1001-2000	22.85 / " 19.45
2001-3000	25.88 / " 21.93

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

11/01/2022

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, Schoenectady, 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.

07/01/2022

Party Chief	\$ 47.37
Instrument Person	43.51
Rod Person	32.26

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	\$ 28.05
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OVERTIME PAY

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

*Note: \$24.10/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 percentage of Rod Persons Wage:

07/01/2022

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 19.83 / PHP \$17.03
1001-2000	\$ 22.85 / " 19.45
2001-3000	\$ 25.88 / " 21.93

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

Operating Engineer - Tunnel

11/01/2022

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.); Gunite 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: 07/01/2022

Master Mechanic	\$ 52.60
CLASS A	50.19
CLASS B	48.97
CLASS C	46.18
CLASS D	43.17

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. Fringe benefits will be paid at the hourly wage premium.

CRANES:

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

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

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

Crane 1	\$ 54.19
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Crane 2 53.19
 Crane 3 52.19

SUPPLEMENTAL BENEFITS

Per hour:
 \$ 23.70
 + 9.35*

* 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
 If a holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

WAGES:(1000) hours terms at the following percentage of Journeyman's Class B wage.

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

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

7-158-832TL.

Painter

11/01/2022

JOB DESCRIPTION Painter

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour	07/01/2022	05/01/2023
Painter\Wallcovers	\$ 30.79**	Additional \$ 1.50
Drywall Finishers	30.79**	
Spray Rate	30.79**	
Structrual Steel*	31.79**	
Lead Abatement	31.79**	
Lead Abatement on Structural Steel	32.79**	

(*)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 \$1.00 per hour not subject to Overtime/Premiums

Bridge Painter

See Bridge Painter rates for the following work:
 All Bridges and Tanks

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour
 Journeyperson \$ 18.95

OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

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 APPLICABLE RATE*

*Additional \$1.00 is Not Subject to Overtime

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 Journeyperson's base wage

1st	2nd	3rd	4th	5th	6th
45%	50%	60%	70%	80%	90%

Supplemental Benefits per hour

All Terms \$ 18.95

1-201-P

Painter - Bridge & Structural Steel

11/01/2022

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:	07/01/2022	10/01/2022
	\$ 53.00	\$ 54.50
	+ 9.63*	+ 10.10*

ADDITIONAL \$6.00 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 (no 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:	\$ 10.90	\$ 11.78
	+ 30.60*	+ 30.75*

* 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 (no 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	\$ 21.20 + 3.86	\$ 21.80 + 4.04
2nd year	\$ 31.80 + 5.78	\$ 32.70 + 6.06
3rd year	\$ 42.40 + 7.70	\$ 43.60 + 8.08
Supplemental Benefits - Per hour:		
1st year	\$.25 + 12.24	\$.25 + 12.34
2nd year	\$ 10.90 + 18.36	\$ 10.90 + 18.51
3rd year	\$ 10.90 + 24.48	\$ 10.90 + 24.68

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

Painter - Line Striping

11/01/2022

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):	07/01/2022
Striping-Machine Operator*	\$ 31.53
Linerman Thermoplastic	38.34

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.

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

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker:	
Striping Machine Operator:	\$ 10.03
Linerman Thermoplastic:	10.03

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:

1st Term:	\$ 15.00
2nd Term:	18.92
3rd Term:	25.22

Supplemental Benefits per hour:

1st term:	\$ 9.16
2nd Term:	10.03
3rd Term:	10.03

8-1456-LS

Painter - Metal Polisher

11/01/2022

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

	07/01/2022
Metal Polisher	\$ 37.78
Metal Polisher*	38.80
Metal Polisher**	41.78

*Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2022

Journeyworker:
 All classification \$ 11.24

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, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

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

	07/01/2022
1st year	\$ 16.00
2nd year	17.00
3rd year	18.00
1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54
1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:
 Per hour:

1st year	\$ 7.99
2nd year	7.99
3rd year	7.99

8-8A/28A-MP

Plumber

11/01/2022

JOB DESCRIPTION Plumber

DISTRICT 1

ENTIRE COUNTIES

Clinton, Warren, Washington

PARTIAL COUNTIES

Saratoga: Entire county except the Townships of Stillwater, Halfmoon, Galway, Milton, Charlton, Clifton Park and City of Mechanicville.

WAGES

Per hour
 07/01/2022

Plumber &
 Steamfitter \$ 39.65

SUPPLEMENTAL BENEFITS

Per hour
 Journeyman \$ 21.85
 +10.98*

* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime and applicable to paid Holidays

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (22) on HOLIDAY PAGE
 Overtime: See (5, 6, 23) on HOLIDAY PAGE

Note: For the paid Christmas Holiday the employee must have worked 20 regular working days in the calendar year with contractor to qualify

Note: Whenever a Holiday falls on a 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 percentage of Journeyman's wage

1st yr	50%
2nd yr	60%
3rd yr	70%
4th yr	80%
5th yr	90%

Supplemental Benefits per hour worked

1st yr	\$ 18.68 + 5.49*
2nd yr	19.31 + 6.59*
3rd yr	19.95 + 7.69*
4th yr	20.58 + 8.78*
5th yr	21.22 + 9.88*

* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

* This portion per hour paid.

1-773-SF

Roofer

11/01/2022

JOB DESCRIPTION Roofer

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour	07/01/2022	07/01/2023 Additional
Roofer/Waterproofer	\$ 33.55	\$ 2.50
Asphalt Cold Process	34.05	
Fluid Applied Roof	34.05	
Pitch & Asbestos	35.55	

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

Journeyman \$ 22.02

OVERTIME PAY

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

HOLIDAY

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

Note: When 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 \$ 17.44
 2nd Term 17.87
 3rd Term 21.35

1-241

Sheetmetal Worker **11/01/2022**

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

	07/01/2022	06/01/2023
Sheetmetal Worker	\$ 36.50	Additional \$ 2.45

All work requiring HAZWOPER Training additional \$1.00 per hour

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$ 35.73

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	\$ 20.27
2nd term	21.97
3rd term	22.83
4th term	23.68
5th term	22.40
6th term	23.51
7th term	25.37
8th term	27.22
9th term	29.08
10th term	30.93

Supplemental Benefits per hour

1st term	\$ 22.06
2nd term	22.67
3rd term	22.98
4th term	23.42
5th term	30.01
6th term	30.46
7th term	31.21
8th term	31.97
9th term	32.72
10th term	33.47

1-83

Sprinkler Fitter

11/01/2022

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

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, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Washington, Wayne, Wyoming, Yates

WAGES

Per hour 07/01/2022

Sprinkler Fitter \$ 38.15

SUPPLEMENTAL BENEFITS

Per hour

Journey person \$ 27.68

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 18.30	\$ 20.34	\$ 22.12	\$ 24.15	\$ 26.19	\$ 28.22	\$ 30.25	\$ 32.29	\$ 34.32	\$ 36.35

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.37	\$ 8.37	\$ 19.76	\$ 19.76	\$ 20.01	\$ 20.01	\$ 20.01	\$ 20.01	\$ 20.01	\$ 20.01

1-669

Teamster - Building

11/01/2022

JOB DESCRIPTION Teamster - Building

DISTRICT 7

ENTIRE COUNTIES

Clinton, Essex, Franklin, Jefferson, St. Lawrence

PARTIAL COUNTIES

Lewis: Only the Townships of Croghan, Denmark, Diana, New Bremen,Harrisburg, Montague, Osceola and Pinckney.

Oswego: Only the Towns of Boylston, Redfield, and Sandy Creek.

Warren: Only the Townships of Hague, Horicon, Chester and Johnsburg.

WAGES

GROUP #1: Fuel Trucks, Fork Lift* (Warehouse Area Only), Warehouse*, Yardman*, Truck Helper, Pickups, Panel Truck, Flatbody Material Trucks (straight jobs), Single axle Dump Trucks, Dumpsters, Material Checkers/Receivers*, Greasers, Tiremen, Mechanic Helpers/Parts Chasers, Bus.

GROUP #2: Tandems, Mechanics & Batch Trucks.

GROUP #3: Semi Trailers, Low Boys, Asphalt Distributor Trucks, and Agitator Mixer Truck, Dump Crete Type Vehicles and 3 axle Dump trucks.

GROUP #4: Asbestos Removal, Special earth moving Euclid type or similar off highway equip.(non self load.) Articulated and all-track dump trucks.

*NOTE - Applies when a temporary warehouse structure is built/utilized specifically for a public work project.

Per hour: 07/01/2022

GROUP #1	\$ 26.50
GROUP #2	27.50
GROUP #3	27.60
GROUP #4	26.76

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 21.16

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

7-687B

Teamster - Heavy&Highway

11/01/2022

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 7

ENTIRE COUNTIES

Clinton, Essex, Franklin, Jefferson, St. Lawrence

PARTIAL COUNTIES

Lewis: Only the Townships of Croghan, Denmark, Diana, New Bremen,Harrisburg, Montague, Osceola and Pinckney.

Oswego: Only the Towns of Boylston, Redfield, and Sandy Creek.

Warren: Only the Townships of Hague, Horicon, Chester and Johnsburg.

WAGES

GROUP #1: Warehousemen*, Yardmen*, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers/Receivers*, Greasers, Truck Tiremen, Mechanics Helpers/Parts Chasers, Fork Lift* (Warehouse Area Only), Tandems and Batch Trucks, Mechanics. Semi-Trailers, Low-Boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and Dumpcrete type vehicles, Truck Mechanic, Fuel Truck.

GROUP #2: Specialized Earth Moving Equipment, Euclid type, or similar off-highway where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck. Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

*NOTE - Applies when a temporary warehouse structure is built/utilized specifically for a public work project.

Per hour: 07/01/2022

GROUP #1	\$ 28.59
GROUP #2	28.81

Additional \$1.50 per hour for hazardous waste removal work on a City, County, State and/or Federal Designated waste site and regulations require employee to use or wear respiratory protection.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 23.39

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 a holiday falls on a Sunday, it will be celebrated on Monday.

7-687

Welder

11/01/2022

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, Schuylar, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour 07/01/2022

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
- (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 12240**

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One)

Contracting Agency

Architect or Engineering Firm

Public Work District Office

Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address (Check if new or change)

Telephone: ()

Fax: ()

E-Mail:

2. NY State Units (see Item 5)

01 DOT

02 OGS

03 Dormitory Authority

04 State University
Construction Fund

05 Mental Hygiene
Facilities Corp.

06 OTHER N.Y. STATE UNIT

07 City

08 Local School District

09 Special Local District, i.e.,
Fire, Sewer, Water District

10 Village

11 Town

12 County

13 Other Non-N.Y. State
(Describe)

3. SEND REPLY TO check if new or change)
Name and complete address:

Telephone:()

Fax: ()

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

1. New Building

2. Addition to Existing Structure

3. Heavy and Highway Construction (New and Repair)

4. New Sewer or Waterline

5. Other New Construction (Explain)

6. Other Reconstruction, Maintenance, Repair or Alteration

7. Demolition

8. Building Service Contract

8. OCCUPATION FOR PROJECT :

Construction (Building, Heavy
Highway/Sewer/Water)

Tunnel

Residential

Landscape Maintenance

Elevator maintenance

Exterminators, Fumigators

Fire Safety Director, NYC Only

Guards, Watchmen

Janitors, Porters, Cleaners,
Elevator Operators

Moving furniture and
equipment

Trash and refuse removal

Window cleaners

Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?

YES

NO

10. Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

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

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

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://applications.labor.ny.gov/EDList/searchPage.do>

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

NYS DOL Bureau of Public Work Debarment List 11/15/2022

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	****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
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 F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
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		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC	****2591	AVI 212 INC.		260 CROPEY AVENUE APT 11BROOKLYN NY 11214	10/30/2018	10/30/2023
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	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	****0225	C&D LAFACE CONSTRUCTION, INC.		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
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	****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025

NYSDOL Bureau of Public Work Debarment List 11/15/2022

Article 8

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	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARMEN RACHETTA		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL		CARMENA RACHETTA		8531 OSWEGO ROAD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	****1143	CARMODY BUILDING CORP	CARMODY CONTRACTING AND CARMODY CONTRACTING CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	AG	****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL	****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
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		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PASTEFANO A/K/A CHRIS PASTEFANO		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
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	****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	DOL	****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		DOMENICO LAFACE		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025

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DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
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	NYC	****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL	****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	NYC		FRANK MAINI		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		GIOVANNI LAFACE		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	NYC	****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	****3228	HEIGHTS ELEVATOR CORP.		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	DOL	****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASSELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	DOL	****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
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	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	****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024

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DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN F. CADWALLADER		200 LATT A BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P.O BOX 100 200 LATT A BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN LUCIANO			05/14/2018	05/14/2023
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	AG	****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JOSEPH MARTINO		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
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	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		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		KATIE BURDICK		2238 BAKER RD GILLETT PA 16923	03/12/2018	03/12/2023
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	****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	AG	****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DA	****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	AG	****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL	****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026

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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	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		MATINA KARAGIANNIS		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2023
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4 YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL	****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
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	DA	****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	DOL	****3684	NATIONAL LAWN SPRINKLERS, INC.		645 N BROADWAY WHITE PLAINS NY 10603	05/14/2018	05/14/2023
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
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	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
DOL	DOL	****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, 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	****1845	OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC.		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
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	****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	01/30/2018	01/30/2023
DOL	DOL	****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	AG	****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DA	****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025

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DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	****9148	RICHARD TIMIAN	RICH T CONSTRUCTI ON	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL		ROBBYE BISSE SAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL	****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL	****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	****7730	S C MARTIN GROUP INC.		2404 DELAWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
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 RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
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	NYC	****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024

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DOL	DOL	****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
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
DOL	DOL	****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL	****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
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		TEST		P O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	****6789	TEST1000		P O BOX 123 ALBANY NY 12044	03/01/2021	03/01/2026
DOL	DOL	****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
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	****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	****6418	VALHALLA CONSTRUCTION, LLC.		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	****2426	VICKRAM MANGRU	VICK CONSTRUCTION	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		VICTOR ALICANTI		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		VIKTAR PATONICH		2630 CROPSY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023

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DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC	****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
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	****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023

SECTION 01 1000

SUMMARY

PART 1 GENERAL

1.01 SECTION INCLUDES:

- A. Summary of Work
- B. Contract description
- C. Project schedule
- D. Site use restrictions
- E. General quality control
- F. Security and protection
- G. Existing utilities and services
- H. Disposal of materials
- I. Material storage
- J. Noise

1.02 SUMMARY OF WORK

The General scope of work shall include, but not be limited to:

- A. General Requirements, survey, and stakeout.
- B. Site demolition and removals.
- C. Furnish and install erosion controls.
- D. Earthwork and site grading including cut to fill subgrades, compaction, and preparation of sub-grade elevations. Furnish and install topsoil as required for landscaping.
- E. Perform utility trench and backfill for electrical, water supply and stormwater management work.
- F. Furnish and install concrete pavement and granite curbs, including subbase courses and geotextiles.
- G. Furnish and install modular block walls, granite retaining walls and concrete retaining walls.
- H. Furnish and install site furnishings, including decorative bollards, bicycle rack, trash and recycling receptacle, benches, wayfinding signs, and steel railing.
- I. Furnish and install area drains and stormwater piping.
- J. Furnish and install sanitary frost-free yard hydrant.
- K. Furnish and install landscaping, including lawn establishment.

1.04 CONTRACT DOCUMENTS

The work of these contracts shall be completed as shown or described on the following contract documents:

Project Manual:

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

00 0110 Table of Contents

BIDDING REQUIREMENTS

00 0115 Notice to Bidders

00 4110 Bid Form

00 4200 Non-Collusive Bidding Certification

00 4250 DOS Form E

AGREEMENT FORM

----- Standard Form of Agreement between Owner and Contractor,
(AIA Document A101)

BOND FORMS

----- Bid Bond, (AIA Document A310)

----- Performance and Payment Bond, (AIA Document A312)

CONDITIONS OF THE CONTRACT

----- General Conditions of the Contract for Construction,
(AIA Document A201)

00 8110 Supplementary Conditions

00 8300 General One Year Guarantee

SCHEDULE OF WAGE RATES

00 8400 NYSDOL Prevailing Wage Request

00 8401 NYSDOL Prevailing Wage Schedule

DIVISION 01 – GENERAL REQUIREMENTS

01 1000 Summary

01 2000 Price and Payment Procedures

01 3000 Administrative Requirements

01 3300 Submittal Procedures

01 4000 Quality Requirements

01 5000 Temporary Facilities and Controls

01 6000 Product Requirements

01 7000 Execution Requirements

DIVISION 03 -- CONCRETE

03 3000 – Cast-in-Place Concrete

DIVISION 04 -- MASONRY

04 4313 – Modular Block Wall

04 4315 – Granite Block Retaining Wall

DIVISION 31 -- EARTHWORK

31 1000 – Soil Materials

31 1010 – CU – Structural Soils

31 1100 – Aggregate Materials

31 2000 – Site Demolition and Removals

31 2200 – Earthwork and Site Grading

31 2501 – Erosion and Sediment Control

DIVISION 32 -- EXTERIOR IMPROVEMENTS

32 1100 – Maintenance and Protection of Traffic

32 1123 – Aggregate Base Course

32 1219 – Concrete Pavement

- 32 1318 – Granite Curb
- 32 1410 – Exterior Signage
- 32 3120 – Site Furnishings
- 32 9218 – Landscape Grading
- 32 9219 – Seeding
- 32 9222 – Landscape Planting

DIVISION 33 – SITE UTILITIES

- 33 1300 – Stormwater Management
- 33 1500 – Water Supply
- 33 1600 – Disinfection of Water Supply
- 33 2000 – Electrical Conduit
- 33 3000 – Site Lighting

Construction Drawings:

- G100 Cover Sheet
- L100 Survey/Existing Conditions
- L200 Demolition and Erosion Control Plan
- L300 Layout and Materials Plan
- L400 Grading and Drainage Plan
- L401 Grading and Drainage Plan
- L500 Site Utility Plan
- L600 Planting Plan
- L700 Site Details
- L701 Site Details
- L702 DRI Signage

1.03 CONTRACT DESCRIPTION

Working from lines and levels established by the contract drawings, the Contractor shall establish and maintain benchmarks and other dependable markers to set the lines and levels to properly locate every element of the work of the entire project. All benchmarks and markers shall be carefully maintained and periodically checked. It is solely the responsibility of the Contractor to replace or correct damaged or displaced markers caused by his actions.

The Contractor shall assume full responsibility for complete accuracy of all work under this contract so the intent of the drawings and specifications will be realized in the completed work. Rectify and/or replace any work, which does not comply with layouts shown and/or specified. Examine grading work completed under this contract, and report any apparent discrepancy in alignment, elevation or stability to the Owner’s Representative. Assist sub-contractors in determining proper location for their work.

1.04 PROJECT SCHEDULE

The work of the Project is to be substantially complete approximately within one hundred fifty three (153) calendar days. Project work shall commence about on April 10, 2023 with substantial completion about on September 1, 2023 and final completion of work expected October 1, 2023.

The Contractor has the responsibility of completing the work within the scheduled time as set forth in the project schedule. The project schedule shall be updated as work proceeds based on information supplied to the contractor.

The Owner reserves the right to incorporate into the approved project schedule, the work of additional contractors and services that may be engaged on the project.

The Owner shall have the authority to order the Contractor to speed up his rate of progress if the rate of progress is not satisfactory as determined by the approved project schedule.

1.05 SITE USE RESTRICTIONS

The Contractor shall schedule all operations to minimize interference with existing pedestrian and vehicular traffic and existing utilities.

The Contractor shall contain all construction activities within the project area. Damage to areas outside the project area shall be repaired to the original condition, by the Contractor, at the Contractor's expense.

The Contractor shall notify the Owner's Representative and appropriate utility companies at least 48 hours in advance of any proposed interruptions to existing utility services.

The Contractors shall provide and maintain as neat and clean a construction site as possible.

No diesel fuel or other toxic materials are to be stored on site.

Comply with all conditions of applicable laws and permits with respect to allowed periods of construction.

1.06 GENERAL QUALITY CONTROL

- A. The Contractor shall visit the site where the work of the contract is to be performed. The Contractor shall examine and inform themselves of all existing conditions related to the performance of the contract.
- B. The work of this contract shall be performed only with personnel possessing the required skills for each portion of the work. Any work not meeting Owner's Representative's standards for adequate workmanship must be removed and replaced. All work shall be performed in accordance with the applicable standards, requirements and specifications.
- C. The Contractor shall take full responsibility for failure of materials, devices, equipment, systems, and finishes erected or applied in accordance with the requirements of this article and shall remove, replace, repair or correct any such failures or deficiencies promptly, upon notification by Owner or Owner's Representative.
- D. Whenever any manufacturer of material utilized in the project issues recommended fabrication, installation, erection and/or application standards or instructions, such standards or instructions shall be strictly followed in the performance of the work, except as specified or approved otherwise in writing.
- E. Whenever any trade, organization, institution, utility company, code group, society, association and/or governing board standard, requirement or specification is adopted by the reference in these specifications, perform all work related thereto in strict accordance with the latest edition thereof and/or amendments thereto or the specifications herewith, whichever is more stringent.

1.07 SECURITY AND PROTECTION

- A. The Contractor is responsible for the security and protection of his equipment, materials and work on the project. The Contractor may, at their option, provide temporary lighting

or fencing. All installations must be approved by the Owner's Representative. The Contractor is responsible for providing adequate barricades, warning signs and lights to prevent accidents and losses. Provide lights, painted barricades and signs to inform the general public of hazards.

- B. The Contractor shall provide an acceptable and safe pedestrian route for those who must circumvent the project site.

1.08 EXISTING UTILITIES AND SERVICES

- A. The existence and location of utilities shown on the plans are not guaranteed and shall be investigated and verified by the Contractor before starting work. Excavation in the vicinity of existing utilities and structures shall be carefully performed. The Contractor shall take all necessary steps to safeguard and keep from damage any and all existing structures and utilities.
- B. Should a utility line, which is to remain, be damaged during the process of the work, the Contractor shall promptly notify the Owner's Representative. The Contractor shall be held responsible for any damage to utility lines during the process of the work.
- C. Provide for, and maintain in operation, all existing services intended to remain, and restore all such services if damaged, at the expense of the Contractor.

1.09 DISPOSAL OF MATERIALS

- A. All excess materials, debris, clearing and demolition items shall be removed from the site and disposed of in a safe and legal manner by the Contractor unless otherwise approved in writing by the Owner's Representative.

1.10 MATERIAL STORAGE

- A. The Contractor assumes full responsibility for the protection and safekeeping of their materials and equipment at the project premises. Stored materials and equipment shall be secured by the Contractor in such a manner as to deny entry or access by persons other than the Contractor. Combustible materials, especially flammable products and liquids such as diesel fuel and gasoline, shall not be stored on site. The Contractor shall keep the work and storage areas clean and free of debris.

1.11 NOISE

- A. The Contractor shall comply with any noise ordinance regulations as promulgated by the City of Plattsburgh or other affected regulatory bodies. The Contractor shall eliminate noise to as great an extent as possible at all times. Air compressors shall be equipped with silencers, and the exhaust of all gasoline motors and other power equipment shall be provided with mufflers.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 2000

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Schedule of values.
- B. Applications for payment.
- C. Field Order Allowance
- D. Change procedures.
- E. Defect assessment.

1.02 SCHEDULE OF VALUES

- A. Submit printed schedule on AIA Form G703 - Continuation Sheet for G702.
- B. Submit Schedule of Values in duplicate 21 days in advance of their first pay application.
- C. Format: Utilize Table of Contents of this Project Manual. Identify each line item with number and title of major specification Section. Identify site mobilization, bonds and insurance.
- D. Include separately from each line item, direct proportional amount of Contractor's overhead and profit.
- E. Revise schedule to list approved Change Orders, with each Application for Payment.

1.03 APPLICATIONS FOR PAYMENT

- A. Submit two copies of each application on AIA Form G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet for G702. Include two (2) copies of Contractors and Subcontractors certified payroll.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Submit updated construction schedule with each Application for Payment.
- D. Payment Period: Submit at intervals stipulated in the Agreement.
- E. Submit with transmittal letter as specified for Submittals in Section 01 3300.
- F. Submit certified payrolls with each payment application.
- G. Contractor shall receive payment approximately 4 weeks from the time the payment application is submitted to the City of Plattsburgh.

1.04 FIELD ALLOWANCES

Include in the Contract, a stipulated sum/price as follows for use upon Owner's instruction for field changes: Five percent (5%) of the bid amount.

- A. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Field Allowance.
- B. Funds will be drawn from Field Allowance only by Change Order.
- C. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

1.05 CHANGE PROCEDURES

- A. Submittals: Submit name of individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. The Owner's Representative will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions on AIA Form G710.
- C. The Owner's Representative may issue a Proposal Request including a detailed description of proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with stipulation of overtime work required and the period of time during which the requested price will be considered valid. Contractor will prepare and submit estimate within 15 days.
- D. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation.
- E. Construction Change Directive: Owner's Representative may issue directive, on AIA Form G713 Construction Change Directive signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.

1.06 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Owner's Representative, it is not practical to remove and replace the Work, the Owner's Representative will direct appropriate remedy or adjust payment.
- C. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of Owner's Representative.
- D. Defective Work will be partially repaired to instructions of Owner's Representative and unit sum/price will be adjusted to new sum/price at discretion of Owner's Representative.
- E. Individual specification sections may modify these options or may identify specific formula or percentage sum/price reduction.

- F. Authority of Owner's Representative to assess defects and identify payment adjustments, is final.
- G. Non-Payment For Rejected Products: Payment will not be made for rejected products for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from transporting vehicle.
 - 4. Products placed beyond lines and levels of required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected products.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 3000

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination and project conditions.
- B. Field engineering.
- C. Preconstruction meeting.
- D. Progress meetings.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.

1.3 FIELD ENGINEERING

- A. Employ Land Surveyor registered in State of New York and acceptable to Architect/Engineer.
- B. Locate and protect survey control and reference points. Promptly notify Owner's Representative of discrepancies discovered.
- C. Control datum for survey is that established by Owner provided survey.
- D. Verify set-backs and easements; confirm drawing dimensions and elevations.
- E. Provide field engineering services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.
- F. Submit copy of site drawing and certificate signed by Land Surveyor certifying elevations and locations of the Work are in conformance with Contract Documents.
- G. Maintain complete and accurate log of control and survey work as Work progresses.
- H. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- I. Promptly report to Owner's Representative loss or destruction of reference point or relocation required because of changes in grades or other reasons.
- J. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Owner's Representative.

1.4 PRECONSTRUCTION MEETING

- A. Owner's Representative will schedule meeting after Notice of Award.

- B. Attendance Required: Owner, Owner's Representative and Contractor, at a minimum.
- C. Agenda:
 1. Execution of Owner-Contractor Agreement.
 2. Submission of executed bonds and insurance certificates.
 3. Distribution of Contract Documents.
 4. Submission of list of Subcontractors, list of products, schedule of values, and progress schedule.
 5. Designation of personnel representing parties in Contract, and Owner's Representative.
 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 7. Scheduling.
- D. Contractor to record minutes and distribute copies within two days after meeting to participants and those affected by decisions made.

1.5 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at bi-monthly intervals.
- B. Contractor to make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job superintendent, major subcontractors and suppliers, Owner, Owner's Representative, as appropriate to agenda topics for each meeting.
- D. Agenda:
 1. Review minutes of previous meetings.
 2. Review of Work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems impeding planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Review of off-site fabrication and delivery schedules.
 7. Maintenance of progress schedule.
 8. Corrective measures to regain projected schedules.
 9. Planned progress during succeeding work period.
 10. Coordination of projected progress.
 11. Maintenance of quality and work standards.
 12. Effect of proposed changes on progress schedule and coordination.
 13. Other business relating to Work.
- E. Contractor to record minutes and distribute copies within two days after meeting to participants, and those affected by decisions made.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 3300
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Product data.
- D. Shop drawings.
- E. Samples.
- F. Test reports.
- G. Certificates.
- H. Manufacturer's instructions.

1.2 SUBMITTAL PROCEDURES

- A. The Contractor shall provide a submittal schedule to the Owner's Representative at the start of the Project, for approval. Schedule submittals to expedite the project based on the dates materials are required on site, taking into account fabrication or manufacturing time. Coordinate the submission of related items. Deliver all submittals to Owner's Representative.
- B. Transmit each submittal with AIA Form G810 or Owner's Representative accepted form.
- C. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.
- E. Identify Project; Contractor; subcontractor and supplier; pertinent drawing; detail number; and specification section.
- F. Allow 10 working days for the review of each shop drawing and five working days for review of all other submittals, excluding delivery time to and from the Contractor.
- G. Allow space on submittals for Contractor and Owner's Representative review stamps.
- H. When revised for resubmission, identify changes made since previous submission.
- I. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.

- J. Submittals not requested will not be recognized or processed.

1.3 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial construction schedule within 7 days after receipt of notice to proceed. After review, resubmit required revised data within ten days.
- B. Submit computer generated horizontal bar chart with separate line for each major portion within each division of Work, identifying the first work day of each week, for the initial schedule.
- C. Submit revised Progress Schedules periodically.
- D. Promptly report, in writing to the Owner's Representative and Owner, problems anticipated in meeting projected schedules.
- E. Submit a separate schedule of submittal dates for shop drawings, product data, and samples. Indicate the key dates when reviewed submittals for long lead items will be required from the Owner's Representative, and indicate latest decision dates for the selection of finishes.
- F. Revisions To Schedules:
 - 1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
 - 2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.

1.4 PRODUCT DATA

- A. Product Data: Submit for review to the Owner's Representative for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents.
- B. Submit one digital copy.
- C. Mark copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics and utility connection requirements.

1.5 SHOP DRAWINGS

- A. Shop Drawings: Submit for review to the Owner's Representative for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents.
- B. Submit one digital file.
- C. Indicate special utility and electrical characteristics, utility connection requirements, and, where appropriate, the location of utility outlets for service for equipment and appliances.

1.6 TEST REPORTS

- A. Submit for Owner's Representative knowledge as contract administrator or for Owner.

- B. Submit test reports for the limited purpose of assessing conformance with the information given and the design concept expressed in Contract Documents.

1.7 CERTIFICATES

- A. When specified in individual specification sections, submit certification by the manufacturer, the installation/application subcontractor, or the Contractor to the Owner's Representative, in quantities specified for Product Data.
- B. Indicate if material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on a material or Product, but must be acceptable to the Owner's Representative.

1.8 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for the delivery, storage, assembly, installation, start-up, adjusting, and finishing of a device or product, to the Owner's Representative for delivery to Owner in quantities specified.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 4000
QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality control and control of installation.
- B. Tolerances
- C. References.
- D. Testing and inspection services.
- E. Manufacturers' field services.

1.2 QUALITY CONTROL AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. When manufacturers' instructions conflict with Contract Documents, request clarification from Owner's Representative before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce the required and specified quality.
- F. Verify that field measurements are as indicated on Shop Drawings or as instructed by manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products so as to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification from Owner's Representative before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents, except where specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. When specified reference standards conflict with Contract Documents, request clarification from Owner's Representative before proceeding.
- E. Neither contractual relationships, duties, nor responsibilities of the parties in Contract, nor those of the Owner's Representative, shall be altered from that which is stated in the Contract Documents by mention or inference in reference documents.

1.5 TESTING AND INSPECTION SERVICES

- A. The contractor shall employ and pay for the specified services of an independent firm to perform testing and inspection services.
- B. When a testing laboratory is retained by the Contractor, submit, prior to the start of Work, the testing laboratory name, address, and telephone number, and names of full time specialist and responsible officer. Submit copy of report of laboratory facilities inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with memorandum of remedies of deficiencies reported by inspection.
- C. An independent firm will perform tests, inspections and other services specified in individual specification sections and as required by the Owner's Representative.
 - 1. Laboratory: Authorized to operate in State of New York.
 - 2. Laboratory Staff: Maintain full time specialist on staff to review services.
 - 3. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.
- D. Testing, inspections and source quality control may occur on or off project site. Perform off-site testing as required by the Owner's Representative or Owner.
- E. Reports shall be submitted by an independent testing firm to the Owner's Representative and Contractor, in duplicate, and will provide observations and test results that indicate compliance or non-compliance with the Contract Documents.
- F. Cooperate with the independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - 1. Notify Owner's Representative and independent firm 24 hours prior to expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- G. Testing and the employment of a testing agency or laboratory shall not relieve the Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

- H. Re-testing or re-inspection required because of non-conformance with specified requirements shall be performed by the same independent firm that performed the initial test, at the discretion of the Owner's Representative. Payment for re-testing or re-inspection shall be the responsibility of the Contractor.
- I. Testing Agency Responsibilities:
 - 1. Test samples of mixes submitted by Contractor.
 - 2. Provide qualified personnel at site. Cooperate with Owner's Representative and Contractor in performance of services.
 - 3. Perform specified sampling and testing of products in accordance with specified standards.
 - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 5. Promptly notify Owner's Representative and Contractor of observed irregularities or non-conformance of Work or products.
 - 6. Perform additional tests required by Owner's Representative.
 - 7. Attend pre-construction meetings and progress meetings.
- J. Testing Agency Reports: After each test, promptly submit two copies of report to Owner's Representative and to Contractor. When requested by Owner's Representative, provide interpretation of test results. Include the following:
 - 1. Date issued.
 - 2. Project title and number.
 - 3. Name of inspector.
 - 4. Date and time of sampling or inspection.
 - 5. Identification of product and specifications section.
 - 6. Location in Project.
 - 7. Type of inspection or test.
 - 8. Date of test.
 - 9. Results of tests.
 - 10. Conformance with Contract Documents.
- K. Limits On Testing Authority:
 - 1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency or laboratory may not assume duties of Contractor.
 - 3. Agency or laboratory has no authority to stop the Work.

1.6 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment and as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Owner's Representative 30 days in advance of required observations. Observer subject to approval of Owner's Representative.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Refer to Section 01 3300 - SUBMITTAL PROCEDURES

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 5000

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities: Electricity, lighting, telephone service, water, sanitary, first aid and fire extinguisher facilities.
- B. Temporary Controls: Barriers, enclosures and fencing, protection of the Work, and water control.
- C. Construction Facilities: Access roads, parking, progress cleaning, project signage, and temporary construction trailer.
- D. Contractor shall furnish and install a temporary construction sign. The sign shall be satisfactory to the Department of State identifying the State's funding of the project. The project sign shall remain in place for at least 60 days after completion of construction or initial occupancy, whichever duration is longer.

1.2 GENERAL

- A. Use qualified tradespersons for installation of temporary services and facilities. Locate temporary services and facilities where they will serve the entire project adequately and result in minimum interference with the performance of the Work.
 - 1. Require that tradespersons accomplishing this work be licensed as required by the local authority for whom the work is performed.
 - 2. Relocate, modify and extend services and facilities as required during the course of the work so as to accommodate the entire work of the project.

1.3 TEMPORARY ELECTRICITY

- A. General: Comply with applicable NEMA, NECA and UL standards and governing regulations for materials and layout of temporary electrical service.
- B. Power Distribution System: Provide circuits of adequate size and proper characteristics for each use.
- C. Ground Fault Protection: Equip all circuits for any purpose entering Work Area with ground fault circuit interrupters (GFCI). Locate GFCI's exterior to Work Area so that all circuits are protected prior to entry to work area. Provide circuit breaker type GFCI equipped with a test button and reset switch for all circuits to be used for any purpose in the Work Area, exterior, or as otherwise required by the National Electrical Code, OSHA or other authority.
- D. Electrical Power Cords: Use only grounded extension cords; use "hard-service" cords where exposed to abrasion or traffic. Use single lengths or use waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach the areas of work.
- E. Lamps and Light Fixtures: Provide general service incandescent lamps or florescent

lamps of wattage indicated or required for adequate illumination as required for the work.

- F. Cost: By Contractor; provide and pay for power service required.
- G. Owner's power source is not available. Contractor is to provide their own power sources as necessary.

1.4 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain lighting necessary for construction operations.
- B. Lockout all existing power to lighting circuits in the Work Area. Unless specifically noted otherwise, existing lighting circuits to the Work Area are not to be used.
- C. Protect each circuit with ground fault circuit interrupters (GFCI) of the proper size.
- D. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
- E. Maintain lighting and provide routine repairs.

1.5 TEMPORARY WATER SERVICE

- A. Temporary Water Service Connection: Provide, maintain and pay for suitable quality water service required for construction operations at time of project mobilization. Connect hoses or other fittings only to existing water supplies designated by the Owner. After completion of use, connections and fittings shall be removed without damage or alteration to existing water piping and equipment. Leaking or dripping valves shall be piped to the nearest drain or located over an existing sink or grade where water will not damage existing finishes or equipment.
- B. Water Hoses: Employ heavy duty abrasion-resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system to provide water to each work area and to each Decontamination Unit. Provide fittings as required to allow for connection to existing hydrants or spouts, as well as temporary water heating equipment, branch piping, showers, shut-off nozzles and equipment.
- C. Hot Water: Hot water will not be available from the Owner.

1.6 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures for the duration of the project. Coordinate location of units with owner. Clean units weekly or more often as necessary. Provide all toilet supplies as required.

1.7 FIRST AID

- A. Provide first aid supplies in conformance with governing regulations and recognized recommendations within the construction industry.

1.8 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas to protect existing facilities and adjacent properties from damage from construction operations and demolition.

- B. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.9 WATER CONTROL

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment. Silt fence and or straw bales to be provided as necessary to prevent off-site sediment transport.
- B. Protect site from puddling or running water.

1.10 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to prevent damage.

1.11 SECURITY

- A. Provide security and facilities to protect Work, and existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
- B. Coordinate with Owner's security program.

1.12 ACCESS ROADS

- A. Provide and maintain access to fire hydrants, free of obstructions.
- B. Designated existing roads may be used for construction traffic.

1.13 PARKING

- A. Coordinate with Owner's Representative for temporary parking areas to accommodate construction personnel.

1.14 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Collect and remove waste materials, debris, and rubbish from site periodically and dispose off-site.

1.15 FIELD OFFICES

- A. At option of contractor provide and maintain one weather tight and insulated temporary office of sufficient size to accommodate Contractor's personnel at the Project Site as necessary. Coordinate location of offices with Owner's Representative, note staging area indicated on the plans.

1.16 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials and prior to Final Application for Payment inspection.

- B. Remove underground installations to a minimum depth of 2 feet.
- C. Clean and repair damage caused by installation or use of temporary work.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 6000
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Product substitution procedures.

1.2 PRODUCTS

- A. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.

1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- D. For exterior storage of fabricated products, place on sloped supports above ground.
- E. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.

- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

- A. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit request for substitution for any manufacturer not named in accordance with the following article.

1.6 PRODUCT SUBSTITUTION PROCEDURES

- A. Substitutions may be considered when a product becomes unavailable through no fault of Contractor.
- B. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- C. A request constitutes a representation that Contractor:
 - 1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
 - 2. Will provide same warranty for Substitution as for specified product.
 - 3. Will coordinate installation and make changes to other Work that may be required as a result of the substitution with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extensions that may subsequently become apparent, as a result of the substitution.
 - 5. Will reimburse Owner for review or redesign services associated with re-approval by authorities having jurisdiction.
- D. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals, without separate written request, or when acceptance will require revision to Contract Documents.
- E. Substitution Submittal Procedure:
 - 1. Submit three (3) copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
 - 2. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
 - 3. Owner's Representative will notify Contractor in writing of decision to accept or reject request.

END OF SECTION

SECTION 01 7000

EXECUTION REQUIREMENTS

PART 1

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Protecting installed construction.
- D. Project record documents.
- E. Operation and maintenance data.
- F. Product warranties and product bonds.

1.2 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Owner's Representative's review.
- B. Provide submittals to Owner's Representative required by authorities having jurisdiction.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.3 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Clean surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces,
- C. Clean furnishings and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.
- D. Clean debris from drainage systems.
- E. Clean site; sweep paved areas, rake clean landscaped surfaces.
- F. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.4 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

- C. Provide protective coverings as required.
- D. Prohibit traffic from landscaped areas.

1.5 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, Product Data, and Samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 2. Field changes of dimension and detail.
 - 3. Details not on original Contract drawings.
- G. Submit documents to Owner's Representative with claim for final Application for Payment. Contractor shall maintain a copy of all record documents for a minimum of three (3) years after final payment has been made.

1.6 OPERATION AND MAINTENANCE DATA

- A. Obtain and provide operation and maintenance instructions for all applicable work.

1.7 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Obtain warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers.
- B. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.
- C. Verify documents are in proper form, contain full information, and are notarized.
- D. Co-execute submittals.

- E. Include Table of Contents and assemble in three D side ring binder with durable plastic cover.
- F. Submit minimum of 10 days prior to final Application for Payment.
- G. Time Of Submittals:
 - 1. Make submittals within ten (10) days after Date of Substantial Completion, prior to final Application for Payment.
 - 2. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 03 3000
CAST IN PLACE CONCRETE

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Furnish and install cast in place concrete retaining walls, foundations and footings.
- B. See Section 32 1219 for concrete pavement work.

1.02 REFERENCES

- A. ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete; American Concrete Institute International; 1991 (Reapproved 2002).
- B. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete; American Concrete Institute International; 2000.
- C. ACI 306R - Cold Weather Concreting; American Concrete Institute International; 1988 (Reapproved 2002).
- D. ASTM A 185/A 185M - Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete; 2006.
- E. ASTM A 497/A 497M - Standard Specification for Steel Welded Wire Reinforcement, Deformed, for Concrete; 2006.
- F. ASTM C 33 - Standard Specification for Concrete Aggregates; 2003.
- G. ASTM C 39/C 39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; 2005.
- H. ASTM C 94/C 94M - Standard Specification for Ready-Mixed Concrete; 2007.
- I. ASTM C 150 - Standard Specification for Portland Cement; 2005.
- J. ASTM C 173/C 173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method; 2001.
- K. ASTM C 260 - Standard Specification for Air-Entraining Admixtures for Concrete; 2006.
- L. ASTM C 309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete; 2006.
- M. ASTM C 494/C 494M - Standard Specification for Chemical Admixtures for Concrete; 2005a.
- N. ASTM C 618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete; 2005.
- O. ASTM C 685/C 685M - Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing; 2001.
- P. ASTM D 1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (nonextruding and Resilient Bituminous Types); 2004.

1.03 SUBMITTALS

- A. Product Data: Provide data on concrete mix, joint filler, joint sealant, steel reinforcing, admixtures, and curing compound.
- B. Design Data: Indicate pavement thickness, designed concrete strength, reinforcement, and typical details.

1.04 QUALITY ASSURANCE

- A. Perform work in accordance with ACI 301.

- B. Obtain cementitious materials from same source throughout.
- C. Follow recommendations of ACI 306R when concreting during cold weather.
- D. Mockup: Provide full size cast stone formliner panel mock-up to the dimensions of 4'-0" x 4'-0" for use in construction of retaining wall. The approved mock-up shall become the standard for appearance and workmanship for the project.

1.05 ENVIRONMENTAL REQUIREMENTS

- A. Do not place concrete when base surface temperature is less than 40 degrees F, or surface is wet or frozen.

PART 2 - PRODUCTS

2.01 FORM MATERIALS

- A. Form Materials: Conform to ACI 301.
- B. Wood form material, profiled to suit conditions or sono tube.

2.02 REINFORCEMENT

- A. Steel reinforcing bars: ASTM A 615/A 615M Grade 40 (280); deformed billet steel bars; unfinished finish.

2.03 CONCRETE MATERIALS

- A. Cement: ASTM C 150 Normal - Type I Portland type, grey color.
- B. Fine and Coarse Mix Aggregates: ASTM C 33.
- C. Fly Ash: ASTM C 618, Class C or F.
- D. Water: Clean, and not detrimental to concrete.
- E. Air Entrainment Admixture: ASTM C 260.
- F. Chemical Admixtures: ASTM C 494/C 494M, Type A - Water Reducing, Type C - Accelerating, and Type G - Water Reducing, High Range and Retarding.

2.04 ACCESSORIES

- A. Curing Compound: ASTM C 309, Type 1, Class A.

2.05 CONCRETE MIX DESIGN

- A. Proportioning Normal Weight Concrete: Comply with ACI 211.1 recommendations.
- B. Admixtures: Add acceptable admixtures as recommended in ACI 211.1 and at rates recommended by manufacturer.
- C. Concrete Properties:
 - 1. Compressive Strength, when tested in accordance with ASTM C 39/C 39M at 28 days: 4000 psi.
 - 2. Fly Ash Content: Maximum 15 percent of cementitious materials by weight.
 - 3. Cement Content: Minimum 606 lbs. per cubic yard of concrete.
 - 4. Water-Cement Ratio: Maximum 40 percent by weight.
 - 5. Total Air Content: 4 percent, determined in accordance with ASTM C 173/C 173M.
 - 6. Maximum Slump: 3 inches.
 - 7. Maximum Aggregate Size: 1 inch.

2.06 MIXING

- A. On Project Site: Mix in drum type batch mixer, complying with ASTM C 685. Mix each batch not less than 1-1/2 minutes and not more than 5 minutes.
- B. Transit Mixers: Comply with ASTM C 94/C 94M.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify compacted sub-grade is acceptable and ready to support foundations and imposed loads.
- B. Verify gradients and elevations of base are correct.

3.02 PREPARATION

- A. Moisten subgrade to minimize absorption of water from fresh concrete.
- B. Notify Owner's Representative minimum 24 hours prior to commencement of concreting operations.

3.03 FORMING

- A. Place and secure forms to correct location, dimension, profile, and gradient.
- B. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
- C. Place joint filler vertical in position, in straight lines. Secure to formwork during concrete placement.

3.04 REINFORCEMENT

- A. Place reinforcement as indicated.

3.05 PLACING CONCRETE

- A. Place concrete in accordance with ACI 304R.
- B. Place concrete to the shapes and sizes as indicated on the plans.

3.06 FINISHING

- A. Provide a smooth rubbed finish on all exposed concrete.

3.07 TOLERANCES

- A. Maximum Variation of Surface Flatness: 1/4 inch in 10 ft.
- B. Maximum Variation from True Position: 1/4 inch.

3.08 FIELD QUALITY CONTROL

- A. The Contractor shall employ an independent testing agency to perform field quality control tests and to submit test reports.
 - 1. Provide free access to concrete operations at project site and cooperate with appointed firm.
 - 2. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of concrete operations.
 - 3. Tests of concrete and concrete materials may be performed at any time to ensure conformance with specified requirements.
- B. Compressive Strength Tests: ASTM C 39/C 39M. For each test, mold and cure three concrete test cylinders. Obtain test samples for every 100 cu yd or less of each class of concrete placed.
 - 1. Take one additional test cylinder during cold weather concreting, cured on job site under same conditions as concrete it represents.

- 2. Perform one slump test for each set of test cylinders taken.
- C. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.

3.09 PROTECTION

- A. Immediately after placement, protect concrete from premature drying, excessive hot or cold temperatures, and mechanical injury.

END OF SECTION

**SECTION 04 4313
MODULAR BLOCK WALL**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Segmental precast concrete wall and cap units
- B. Wall connectors
- C. Masonry adhesives
- D. 2" thick precast concrete capstone
- E. Capstone pins

1.02 RELATED SECTIONS

- A. Aggregate base and drainage stone see Section 31 11 00 - Aggregate Materials

1.03 REFERENCES

ASTM C 140 - Sampling and Testing Concrete Masonry Units
ASTM C 1372 – Standard Specification for Dry-Cast Segmental Retaining Wall Units

1.04 SUBMITTALS

- A. Product data for segmental precast concrete block wall units, wall connectors, precast concrete capstone, masonry adhesive, capstone pins, leveling pad aggregate and drainage aggregate, showing compliance with requirements of Section 2 of this specification.
- B. Shop drawings for retaining wall and wall capstones, illustrating interrelation and connections of all wall components and surrounding materials.

1.05 QUALITY CONTROL

- A. Work of this section must be completed by installer with a minimum of 3 years of successful experience in segmental precast concrete retaining wall installations.

PART 2 PRODUCTS

2.01 SEGMENTAL WALL UNITS, WALL CONNECTORS, AND CAP

- A. Subject to compliance with provisions of this section, wall units shall be "Estate Wall" (Standard 6") as manufactured by Unilock, or an approved equal. Cap (coping) unit shall be "Ledgestone" as manufactured by Unilock, or an approved equal.
 - 1. Color of wall units shall be Sierra. Color of coping unit shall be Grey.
 - 2. Unit faces shall be of straight geometry. Finish of wall units shall be split and weathered. Finish texture of coping shall be stone, with "rough cut" edges.
 - 3. Coping unit dimensions shall be 24" X 12" X 2.75"
Wall unit dimensions shall be:
 - a. Corner unit: 12.5" X 9" X 5.875"
 - b. Standard units:
 - 14.75" X 9" X 5.875" (large)
 - 11.75" X 9" X 5.875" (medium)
 - 9" X 9" X 5.875" (small)

4. Units shall be solid through the full depth of the unit.
 5. Units shall be capable of being erected with the horizontal gap between adjacent units not exceeding 1/8 inch.
 6. Units shall be sound and free of cracks or other defects that would interfere with the proper placing of the unit or significantly impair the strength or permanence of the structure. Any cracks or chips observed during construction shall fall within the guidelines outlined in ASTM C 1372.
 7. Units shall conform to the requirements of ASTM 1372 and have a minimum net average 28 days compressive strength of 3000 psi. Compressive strength test specimens shall conform to the saw-cut coupon provisions of ASTM C140.
 8. Units' molded dimensions shall not differ more than + 1/8 inch from that specified, as measured in accordance with ASTM C 140. This tolerance does not apply to architectural surfaces, such as split faces.
- B. Wall units shall be interlocked with connectors, as manufactured by Unilock, or an approved equal. The pins shall consist of HDPE and be made for the expressed use with the wall units supplied.

2.02 MASONRY ADHESIVE

- A. 828471 PL Premium Polyurethane Construction Adhesive, as manufactured by Henkel, OR Unilock Concrete Adhesive, Techniseal Concrete Adhesive, Surebond SB-10, OR approved equal.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify gradients and elevations of substrate are correct.

3.02 EXCAVATION

- A. Contractor shall excavate to the lines and grades shown on the project grading plans. Contractor shall take precautions to minimize over-excavation. Over-excavation shall be filled with compacted infill material, or as directed by the Wall Design Engineer, at the Contractor's expense.
- B. Contractor shall verify location of existing structures and utilities prior to excavation. Contractor shall ensure all surrounding structures are protected from the effects of wall excavation. Excavation support, if required, is the responsibility of the Contractor.

3.03 FOUNDATION PREPARATION

- A. Following the excavation, the foundation soil shall be examined by the Wall Engineer to assure actual foundation soil strength meets or exceeds the assumed design bearing strength. Soils not meeting the required strength shall be removed and replaced with infill soils, as directed by the Wall Engineer.
- B. Foundation soil shall be proof-rolled and compacted to 95% standard Proctor density and inspected by the Wall Engineer prior to placement of leveling pad materials.

3.04 LEVELING PAD CONSTRUCTION

- A. Leveling pad shall be placed as shown on the final, P.E.-sealed retaining wall plans with a minimum thickness of 6 inches. The leveling pad should extend laterally at least a distance of 6 inches from the toe and heel of the lowermost unit.
- B. Granular leveling pad material shall be compacted to provide a firm, level bearing surface on which to place the first course of units. Well-graded sand can be used to smooth the top 1/4 inch to 1/2 inch of the leveling pad. Compaction will be with mechanical plate compactors to achieve 95% of maximum standard Proctor density (ASTM D 698).

3.05 WALL UNIT INSTALLATION

- A. All wall units shall be installed at the proper elevation and orientation as shown on the final, P.E.-sealed wall plans and details or as directed by the Wall Design Engineer. The wall units shall be installed in general accordance with the manufacturer's recommendations. The specifications and drawings shall govern in any conflict between the two requirements.
- B. First course of wall units shall be placed on the leveling pad. The units shall be leveled side-to-side, front-to-rear and with adjacent units, and aligned to ensure intimate contact with the leveling pad. The first course is the most important to ensure accurate and acceptable results. No gaps shall be left between the fronts of adjacent units. Alignment may be done by means of a string line or offset from base line to the back of the units.
- C. All excess debris shall be cleaned from top of units and the next course of units installed on top of the units below.
- D. Place unit connectors into the slots, push wall units forward to eliminate any looseness.
- E. Prior to placement of next course, the level and alignment of the units shall be checked and corrected where needed.
- F. Layout of corners shall be installed in accordance with the wall plan details or in general accordance with wall manufacturer's installation guidelines. Walls meeting at corners shall be interlocked by overlapping successive courses.
- G. Procedures C. through F. shall be repeated until reaching top of wall units, just below the height of the cap units. Drainage materials, and reinforced backfill shall be placed in sequence with unit installation as described elsewhere in this section.

3.06 DRAINAGE AGGREGATE PLACEMENT

- A. Drainage aggregate shall be installed to the line, grades and sections shown on the final P.E.-sealed retaining wall plans. Drainage aggregate shall be placed to the minimum thickness shown on the construction plans between and behind units (a minimum of 1 cubic foot for each exposed square foot of wall face unless otherwise noted on the final wall plans).

3.07 BACKFILL PLACEMENT

- A. The reinforced backfill shall be placed as shown in the final wall plans in the maximum compacted lift thickness of 8 inches and shall be compacted to a minimum of 95% of standard Proctor density (ASTM D 698) at a moisture content within -1% point to +3% points of optimum. The backfill shall be placed and spread in such a manner as to eliminate wrinkles or movement of the geosynthetic reinforcement and the wall units.

- B. Only hand-operated compaction equipment shall be allowed within 3 feet of the back of the wall units. Compaction within the 3 feet behind the wall units shall be achieved by at least three passes of a lightweight mechanical tamper, plate, or roller.
- C. At the end of each day's operation, the Contractor shall slope the last level of backfill away from the wall facing and reinforced backfill to direct water runoff away from the wall face.
- D. At completion of wall construction, backfill shall be placed level with final top of wall elevation. If final grading, paving, landscaping and/or storm drainage installation adjacent to the wall is not placed immediately after wall completion, temporary grading and drainage shall be provided to ensure water runoff is not directed at the wall nor allowed to collect or pond behind the wall until final construction adjacent to the wall is completed.

3.08 WALL CAPS

- A. Wall caps shall be properly aligned and attached to the underlying units with adhesive and pins.

END OF SECTION

SECTION 04 4315
GRANITE BLOCK RETAINING WALL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Furnish and install granite block retaining and seat walls as indicated on the plans.

1.02 RELATED SECTIONS

- A. Aggregate base and drainage stone see Section 31 11 00 - Aggregate Materials

1.03 REFERENCES

- A. The National Building Granite Quarries Association

1.04 SUBMITTALS

- A. Provide shop drawings showing sizes, shapes, dimensions and all pertinent information for granite blocks.

1.05 QUALITY CONTROL

- A. Work of this section must be completed by installer with a minimum of 3 years of successful experience in granite retaining wall installations.

PART 2 PRODUCTS

2.01 STONE MATERIALS

- A. Granite Block: granite, finish; split face top, side, and visible ends. Sawn bottom and end abutting joints. Color: blue sky gray.
- B. Reference plans for size and dimensioning.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify gradients and elevations of substrate are correct.

3.02 EXCAVATION

- A. Contractor shall excavate to the lines and grades shown on the project grading plans. Contractor shall take precautions to minimize over-excavation. Over-excavation shall be filled with compacted infill material, or as directed by the Wall Design Engineer, at the Contractor's expense.
- B. Contractor shall verify location of existing structures and utilities prior to excavation. Contractor shall ensure all surrounding structures are protected from the effects of wall excavation. Excavation support, if required, is the responsibility of the Contractor.

3.03 FOUNDATION PREPARATION

- A. Following the excavation, the foundation soil shall be examined by the Wall Engineer to assure actual foundation soil strength meets or exceeds the assumed design bearing strength. Soils not meeting the required strength shall be removed and replaced with infill soils, as directed by the Wall Engineer.
- B. Foundation soil shall be proof-rolled and compacted to 95% standard Proctor density and inspected by the Wall Engineer prior to placement of leveling pad materials.

3.04 GRANITE BLOCK INSTALLATION

- A. All granite block shall be installed at the proper elevation and orientation as shown on the plans.
- B. First course of granite block shall be placed on the aggregate subbase. The block shall be leveled side-to-side, front-to-rear and with adjacent blocks, and aligned to ensure intimate contact with the leveling pad. The first course is the most important to ensure accurate and acceptable results. No gaps shall be left between the fronts of adjacent units. Alignment may be done by means of a string line or offset from base line to the back of the units.
- C. All excess debris shall be cleaned from top of blocks and the next course of blocks installed on top of the units below.

3.05 BACKFILL PLACEMENT

- A.. At the end of each day's operation, the Contractor shall slope the last level of backfill away from the wall facing and reinforced backfill to direct water runoff away from the wall face.
- B. At completion of wall construction, backfill shall be placed level with final top of wall elevation. If final grading, paving, landscaping and/or storm drainage installation adjacent to the wall is not placed immediately after wall completion, temporary grading and drainage shall be provided to ensure water runoff is not directed at the wall nor allowed to collect or pond behind the wall until final construction adjacent to the wall is completed.

END OF SECTION

SECTION 31 1000

SOIL MATERIALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Subsoil Materials.
- B. Topsoil Materials.
- C. Planting soil mix.

1.02 RELATED SECTIONS

- A. Section 31 2200 – Earthwork and Site Grading
- B. Section 32 9218 – Landscape Grading.
- C. Section 32 9219 – Seeding.
- D. Section 32 9222 –Landscape Planting

1.03 REFERENCES

- A. ASTM D2487 - Classification of Soils for Engineering Purposes.
- B. NYSDOT Standard Specifications (latest edition), Section 203 - Excavation and Embankment.

1.04 SUBMITTALS FOR REVIEW

- A. Submit gradation and mechanical analysis of soil materials to Director's Representative for approval.
- B. Materials Source: Submit name and location of imported materials source to Director's Representative.

1.05 QUALITY ASSURANCE

- A. Perform Work in accordance with all applicable standards.

PART 2 PRODUCTS

2.01 SUBSOIL MATERIALS

- A. Excavated and re-used native material.
- B. Free of clay, rock or gravel larger than 2 inches in any dimension, debris, waste, frozen materials, vegetation and other deleterious matter.
- C. Satisfactory soil materials are defined as those complying with ASTM D2487, soil classification groups GW, GP, GM, SM, SW, and SP.

2.02 TOPSOIL MATERIALS

- A. Excavated and re-used native material, or imported borrow, amended as required to meet specifications.
- B. Topsoil shall be fertile, friable, natural loam, surface soil, free of subsoil, clay lumps, brush, weeds, and other litter, and free of roots, stumps, stones larger than 1/2" in any dimension, and other extraneous or toxic material harmful to plant growth. Topsoil shall not be used in a frozen or muddy condition.

- C. Topsoil shall have an acidity range of pH 5.5 to 7.5 and shall contain not less than 4% or more than 8% organic matter as determined by loss on ignition of moisture-free samples dried at 100 degrees Centigrade.
- D. Topsoil shall meet the following mechanical analysis:

<u>Sieve</u>	<u>% passing</u>
1/2" screen	100
#100 mesh	40-60
#200 mesh	40-50
- E. Conforming to ASTM D2487 Soil classification groups Symbol OH and PT.

2.03 PLANTING SOIL MIX

- A. Mix the following soil amendments with topsoil at the rates specified. Delay mixing of fertilizer if planting will not follow the placing of topsoil within a few days. 3.5 bushels of peat moss per cubic yard of topsoil and 1.25 lbs. of fertilizer per cubic yard of topsoil.
- B. Install planting soil mix intended for plant root balls, as specified on the plans.

2.03 SOURCE QUALITY CONTROL

- A. Subsoil and Topsoil material shall consist of any suitable material complying with the specifications contained herein.
- B. If testing and analysis indicate materials do not meet specified requirements, change material and retest.
- C. Provide materials of each type from same source throughout the Work.

PART 3 EXECUTION

3.01 SOIL REMOVAL

- A. Remove turf and strip topsoil to an approximate depth of 4" under areas to be graded as shown on the grading plan. Stockpile on site and coordinate location with Owner's Representative.
- B. Cut and fill subsoil in the areas shown on the grading plan.

3.02 STOCKPILING

- A. Temporarily stockpile excavated material to be reused on site where indicated by the Owner's Representative.
- B. Stockpile excavated material to be reused in sufficient quantities to meet Project schedule and requirements.
- C. Separate differing materials with dividers or stockpile apart to prevent mixing.
- D. Prevent intermixing of soil types or contamination.
- E. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.

3.03 STOCKPILE CLEANUP

- A. Remove stockpile, leave area in a clean and neat condition. Grade site surface to prevent free standing surface water.

END OF SECTION

SECTION 03 1010

CU-STRUCTURAL SOIL

PART 1 GENERAL

1.01 SUMMARY

- A. The work of this section consists of all Structural Soil work and related items as indicated on the drawings or as specified herein and includes, but is not limited to, the following:
 - 1. CU Soil™ is a proprietary material patented by Cornell University (US Patent # 5,849,069). Only licensed producers are allowed to supply this material, meeting the specifications described in this text. For a list of licensed CU-Soil™ producers, call AMEREQ, INC. at 1-800-832-8788.

1.02 REFERENCES AND STANDARDS

- A. The following references are used herein and shall mean:
 - 1. ASTM: American Society of Testing Materials
 - 2. USDA: United States Department of Agriculture
 - 3. AASHTO: American Association of State Highway and Transportation Officials
 - 4. Standard Specifications: Regional or Municipal Standard Specifications Documentation for the location of proposed usage
 - 5. AOAC: Association of Official Agricultural Chemists

1.03 SAMPLES AND SUBMITTALS

- A. Engineers representative samples, certificates, manufacturer's literature and certified tests for materials specified below. No materials shall be ordered until the required samples, certificates, manufacturer's literature and test results have been reviewed and approved by the Engineer. Delivered materials shall closely match the approved samples. Approval shall not constitute final acceptance. The engineer reserves the right to reject, on or after delivery, any material that does not meet these specifications.
- B. Submit two, one-half cubic foot representative samples of Clay Loam and one, one cubic foot representative samples Structural Soil mixes in this section for testing, analysis and approval. Submit one set of samples for every 500 CY of material to be delivered. In the event of multiple source fields for Clay Loam, submit a minimum of one set of samples per source field or stockpile. Samples shall be taken randomly throughout the field or stockpile at locations as directed by the Engineer and packaged in the presences of the Engineer. Samples shall be labeled to include the location of the source of the material, the date of the sample and the Contractor's name. One of the two samples is to be used by testing laboratory for testing purposes. The second sample of all Clay Loam and Structural Soil shall be submitted to the Engineer at the same time as test analysis as a record of the soil color and texture.
 - 1. Submit the locations of all source fields for Clay Loam.
 - 2. Submit a list of all chemicals and herbicides applied to the Clay Loam for the last five years and a list of all crops grown in the Clay Loam source fields for the last three years.
- C. Submit soil test analysis reports for each sample of Clay Loam and Structural Soil from an approved soil-testing laboratory. The test results shall report the following:
 - 1. The soil testing laboratory shall be approved by the Engineer. The testing laboratory for particle size and chemical analysis may be a public agricultural extension service agency or agricultural experiment station.
 - 2. Submit a bulk density of the sample and particle size analysis including the following

gradient of mineral content:

USDA Designation	Size in mm.
Gravel	+2 mm
Sand	0.05 – 2 mm
Silt	0.002-0.05 mm
Clay	minus 0.002 mm

Sieve analysis shall be performed and compared to USDA Soil Classification System. Sieve analysis shall be done by a combined hydrometer and wet sieving using sodium hexametaphosphate as a dispersant in compliance with ASTM D422 after destruction of organic matter by hydrogen peroxide.

3. Submit a chemical analysis, performed in accordance with current AOAC Standards, including the following:
 - a. pH and Buffer pH.
 - b. Percent organic matter as determined by the loss of ignition of oven dried samples. Test samples shall be oven dried to a constant weight at a temperature of 230 degrees F, plus or minus 9 degrees.
 - c. Analysis for nutrient levels by parts per million. Nutrient test shall include the testing laboratory recommendations for supplemental additions to the soil as calculated by the amount of material to be added per volume of soil for the type of plants to be grown in the soil.
 - d. Soluble salt by electrical conductivity of a 1:2 soil/water sample measured in Millimho per cm.
 - e. Cation Exchange Capacity (CEC).
 - f. Carbon/Nitrogen Ratio.
 4. Submit 5-point minimum moisture density curve AASHTO T 99 test results for each Structural Soil sample without removing oversized aggregate.
 5. Submit California Bearing Ratio test results for each Structural Soil sample compacted to peak standard density. The soaked CBR shall equal or exceed a value of 50.
 6. Submit measured dry-weight percentage of stone in the mixture.
 7. The approved Structural Soil samples shall be the standard for each lot of 500 cubic yards of material.
 8. All testing and analysis shall be at the expense of the Contractor.
- D. Maintenance Instructions: Prior to the time of Final Acceptance of the Work, submit maintenance instructions for the use, removal and replacement of Structural Soil from the licensor (Amereq Corp.). The instructions shall be reviewed by the Project Engineer as a pre-condition for Final Acceptance of the Work.
- E. Submit to the Engineer for review a proposed plan and vertical section layout of all Structural Soil.
- F. Submit one cubic foot sample per each 500 cubic yards of required material, and for each sample, the following analysis for all Crushed Stone. The soil testing laboratory shall be approved by the Engineer.
1. Provide a particle size analysis including the following gradient of mineral content:

USDA Designation	Size in mm.
3@	+76 mm
2-1/2@	63-76 mm
2@	50-63 mm
1-1/2@	37-50 mm
1@	25-37 mm

3/4 @	19-25 mm
Fine gravel	2-19 mm
Sand	0.05-2 mm
Silt	0.002-0.05 mm
Clay	minus 0.002 mm

2. Provide the manufacturers analysis of the following:
 - g. Loose and rodded unit weight.
 - h. Bulk specific gravity and absorbency.
 - i. Stone dimension and surface texture description.
 - j. Documentation of acceptance for use as DOT approved aggregate by the appropriate regional DOT.
 3. Provide a percent pore space analysis defined as follows:
 - a. Rodded Unit Weight divided by the Bulk Specific Gravity X 100
- G. Submit one pound sample of each type of fertilizer and three certificates showing composition and analysis. Submit the purchasing receipt for each fertilizer showing the total quantity purchased for the project prior to installation.
- H. Submit the Landscape or Pavement Material Contractor's qualifications outlining projects of similar quality, schedule requirements and construction detailing over the last five years. Qualifications shall include: the names of all similar projects, year completed, location, description of the scope of work including the types and quantities of planting mix/pavement material installed and the name, address and telephone number of the owner or the owner's representative.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Delivered at or near optimum compaction moisture content as determined by AASHTO T99 (ASTM D 698). Do not deliver or place materials in an excessively moist condition (Beyond two percent above optimum compaction moisture content as determined by AASHTO T 99 (ASTM D 698).
- B. Protect soils and mixes from absorbing excess water and from erosion at all times. Do not store materials unprotected from large rainfall events. Do not allow excess water to enter site prior to compaction. If water is introduced into the material after grading, allow material to drain or aerate to optimum compaction moisture content.

1.05 EXAMINATION OF CONDITIONS

- A. All areas to receive Structural Soil shall be inspected by the Contractor before starting work and all defects such as incorrect grading, compaction and inadequate drainage etc. shall be reported to the Engineer prior to beginning this work.
- B. The Contractor shall be responsible for judging the full extent of work requirements involved, including but not limited to the potential need for temporary storage and staging of soils, including moving soil stock piles at the site to accommodate scheduling of other work and the need to protect installed soils from compaction, erosion and contamination.

1.06 QUALITY ASSURANCE

- A. Qualifications of Landscape or Pavement material Contractor: The work of this section shall be performed by a Landscape Contracting firm which has a minimum of five years experience successfully installing planting mix of a similar quality, schedule requirement and construction detailing to this project. Proof of this experience shall be submitted as per paragraph, SAMPLES and SUBMITTALS, of this Section.

PART 2 - PRODUCTS

2.01 CLAY LOAM

- A. Clay Loam shall be a "loam" based on the "USDA classification system" as determined by mechanical analysis (ASTM D-422) and it shall be of uniform composition, without admixture of subsoil. It shall be free of stones greater than one-half inch, lumps, plants and their roots, debris and other extraneous matter over one inch in diameter or excess of smaller pieces of the same materials as determined by the Engineer. It shall not contain toxic substances harmful to plant growth. It shall be obtained from naturally well-drained areas, which have never been stripped of topsoil before and have a history of satisfactory vegetative growth. Clay loam shall contain not less than 2% or more than 5% organic matter as determined by the loss on ignition of oven-dried samples. Test samples shall be oven-dried to a constant weight at a temperature of 230 degrees F., plus or minus 9 degrees.
- B. Mechanical analysis for a Loam/Clay Loam shall be as follows:
- | Textural Class | % of Total Weight |
|----------------|-------------------|
| Gravel | less than 5% |
| Sand | 20-45% |
| Silt | 20-50% |
| Clay | 20-40% |
- C. Chemical analysis: Meet or be amended to meet the following criteria:
1. pH between 5.5 to 6.5.
 2. Percent organic matter 2% - 5% by dry weight.
 3. Nutrient levels as required by the testing laboratory recommendations for the type of plants to be grown in the soil.
 4. Soluble salt less than 1.0 Millimho per cm.
 5. Cation Exchange Capacity (CEC) greater than 10.
 6. Carbon/Nitrogen Ratio less than 33:1.
- D. No topsoil shall come from USDA - classified prime farmland.

2.02 FERTILIZER

- A. Commercial fertilizer complying with State and United States fertilizer laws. Deliver fertilizer in original unopened containers, which shall bear the manufacturer's certificate of compliance covering analysis, which shall be furnished to the Engineer. Fertilizer shall be formulated for mixing into the soil and be certified by the manufacturer to provide controlled release of nitrogen continuously for a period of no less than nine months and no more than 12 months.
- B. Fertilizer percentages of weight of ingredients and application rates shall be as recommended by the soil testing results.

2.03 SULFUR (if needed)

- A. Sulfur shall be commercial granular, 96% pure sulfur, delivered in containers with the name of the manufacturer, material and analysis appearing on the container.
- B. Sulfur used to lower soil pH above 6.5 shall be ferrous sulfate formulation.

2.04 LIME (if needed)

- A. Agricultural limestone containing a minimum of 85% carbonates. Minimum gradation: 100% passing 10 mesh sieve; 98% passing 20 mesh sieve; 55% passing 60 mesh sieve and 40% passing 100 mesh sieve.

2.05 CRUSHED STONE

- A. Crushed Stone shall be a DOT certified crushed stone. Granite and limestone have been successfully used in this application. The size of the crushed stone shall be 0.75 inches to 1.5 inches allowing for 5% – 10% to be greater than 1.5 inches, and 5% – 10% less than 0.75 inches.
- B. Acceptable aggregate dimensions will not exceed 2.5:1.0 for any two dimensions chosen.
- C. Minimum 90% with one fractured face, minimum 75% with two or more fractured faces.
- D. Results of Aggregate Soundness Loss test shall not exceed 18%.
- E. Losses from LA Abrasion tests shall not exceed 40%.

2.06 HYDROGEL

- A. Hydrogel shall be a potassium propenoate-propenamamide copolymer Hydrogel (Gelscape® Hydrogel Tackifier) as manufactured by Amereq Corp. (800) 832-8788

2.07 WATER

- A. The Contractor shall be responsible to furnish his own supply of water to the site at no extra cost. All work inured or damaged due to the lack of water, or the use of too much water, shall be the Contractor's responsibility to correct. Water shall be free from impurities injurious to vegetation.

2.08 STRUCTURAL SOIL

- A. A uniformly blended mixture of crushed Stone, Clay Loam and Hydrogel, mixed to the following proportion:

<u>Material</u>	<u>Unit of Weight</u>
Crushed Stone	100 units dry weight
Loam	as determined by test of the mix (approx. 20 units)
Hydrogel	0.03 units dry weight
Total moisture	AASHTO T-99 optimum moisture

- B. The initial mix design for testing shall be determined by adjusting the ratio between the Crushed Stone and the clay loam. Adjust final mix dry weight mixing proportion to decrease soil in mixture if CBR test results fail to meet acceptance (CBR #50).

PART 3 - EXECUTION

3.01 MIX DESIGN

- A. Prepare sample Structural Soil mixes to determine the ratio of mix components. Submit for approval.
 - 1. Submit samples and the test results of each mix component for approval. Based on samples and the analysis of the mix components, the Engineer and the Contractor will jointly determine a mix ratio to be tested for conformance with the requirements of the specifications. For Structural Soil quantities greater than 500 cubic yards, test the mix ratio for each Clay Loam or Crushed Stone where the testing indicates a significant difference in physical analysis of the Clay Loam or Crushed Stone as determined by the Engineer.
 - 2. The Contractor shall prepare the samples of the proposed mix ratio options and obtain soil test as described in paragraph 1.3 C. Submit the samples of each of the mixes with the test results.
 - 3. The Engineer may request additional Structural Soil mix ratio samples to be tested in the event that further refinement of the mix is necessary.

4. Submit to the Engineer proposed fertility amendment recommendations including amounts and types of fertilizers and pH adjustments for each mix ratio. Fertility adjustments shall be included as part of the mixing process.

3.02 SOIL MIXING AND QUALITY CONTROL TESTING

- A. All Structural Soil mixing shall be performed at the Producer's yard using appropriate soil measuring, mixing and shredding equipment of sufficient capacity and capability to assure proper quality control and consistent mix ratios. No mixing of Structural Soil at the project site shall be permitted. Portable pugging may be used.
 1. Maintain adequate moisture content during the mixing process. Soils and mix components shall easily shred and break down without clumping. Soil clods shall easily break down into a fine crumbly texture. Soils shall not be overly wet or dry. The contractor shall measure and monitor the amount of soil moisture at the mixing site periodically during the mixing process.
 2. A mixing procedure for front-end loader shall be as follows:
 - b. On a flat asphalt or concrete paved surface, spread an 8 inch to 12 inch layer of crushed stone.
 - c. Spread evenly over the stone the specified amount of dry hydrogel.
 - d. Spread over the dry hydrogel and crushed stone a proportional amount of clay loam according to the mix design.
 - e. Blend the entire amount by turning, using a front-end loader or other suitable equipment until a consistent blend is produced.
 - f. Add moisture gradually and evenly during the blending and turning operation as required to achieve the required moisture content. Delay applications of moisture for 10 minutes prior to successive applications. Once established, mixing should produce a material within 1% of the optimum moisture level for compaction.
 3. Add soil amendments to alter soil fertility including fertilizers and pH adjustment at the time of mixing at the rates recommended by the soil test.
 - a. Soil pH shall be adjusted to fall within a value of 5.5 and 6.5 two months after mixing if the material is stored, unless mixing with a high pH stone. Once pavement is laid, no adjustment should be imposed.
 - b. Soil component carbon/nitrogen ratio shall be adjusted to be less than 33:1 within two months after mixing.
- B. The Producer shall mix sufficient material in advance of the time needed at the job site to allow adequate time for final quality control testing as required by the progress of the work. Structural Soil shall be stored in piles of approximately 500 cubic yards and each pile shall be numbered for identification and quality control purposes. Storage piles shall be protected from rain and erosion by covering with plastic sheeting.
- C. During the mixing process, the Contractor obtains two, one cubic foot quality control samples per 500 cubic yards of production from the final Structural Soil. The samples shall be taken from random locations in the numbered stockpiles as required by paragraph 1.3.B of this specification. Each sample shall be tested for particle size analysis and chemical analysis as described in Paragraph 1.3.C.2 and 3 above. Submit the results directly to the Engineer for review and approval.
- D. The quality control sample Clay Loam-Crushed Stone ratios shall be no greater or less than 2% of the approved test sample as determined by splitting a known weight of oven dried material on a #4 sieve. In the even that the quality control samples vary significantly from the approved Structural Soil sample, as determined by the Engineer, remix and retest any lot of soil that fails to meet the correct analysis making adjustments to the mixing ratios and procedures to achieve the approved consistency.

3.03 UNDERGROUND UTILITIES AND SUBSURFACE CONDITIONS

- A. Notify the Engineer of any subsurface conditions which will affect the Contractor's ability to complete the work.
- B. Locate and confirm the location of all underground utility lines and structures prior to the start of any excavation.
- C. Repair any underground utilities or foundations damaged by the Contractor during the progress of this work. The cost of all repairs shall be at the Contractor's expense.

3.04 SITE PREPARATION

- A. Do not proceed with the installation of the Structural Soil material until all walls, curb footings and utility work in the area have been installed. For site elements dependent on Structural Soil for foundation support, postpone installation until immediately after the installation of Structural Soil.
- B. Install subsurface drain lines as shown on the Drawings prior to installation of Structural Soil material.
- C. Excavate and compact the proposed subgrade to depths, slopes and widths as shown on the Drawings. Maintain all required angles of repose of the adjacent materials as shown on the drawings. Do not over excavate compacted subgrades of adjacent pavement or structures.
- D. Confirm that the subgrade is at the proper elevation and compacted as required. Subgrade elevations shall slope parallel to the finished grade and or toward the subsurface drain lines as shown on the drawings.
- E. Clear the excavation of all construction debris, trash, rubble and any foreign material. In the event that fuels, oils, concrete washout silts or other material harmful to plants have been spilled into the subgrade material, excavate the soil sufficiently to remove the harmful material. Fill any over excavation with approved fill and compact to the required subgrade compaction.
- F. Do not proceed with the installation of Structural Soil until all utility work in the area has been installed. All subsurface drainage systems shall be operational prior to installation of Structural Soils.
- G. Protect adjacent walls, walks and utilities from damage or staining by the soil. Use ½" plywood and or plastic sheeting as directed to cover existing concrete, metal and masonry work and other items as directed during the progress of the work.
 - 1. Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.
 - 2. Any damage to the paving or architectural work caused by the soils installation Contractor shall be repaired by the general contractor at the soils installation contractor's expense.
- H. Maintain all silt and sediment control devices required by applicable regulations. Provide adequate methods to assure that trucks and other equipment do no track soil from the site onto adjacent property and the public right of way.

3.05 INSTALLATION OF STRUCTURAL SOIL MATERIAL

- A. Install Structural Soil in 6 inch lifts and compact each lift.
- B. Compact all materials to peak dry density from a standard AASHTO compaction curve (AASHTO T 99). No compaction shall occur when moisture content exceeds maximum as listed herein. Delay compaction 24 hours if moisture content exceeds maximum allowable and protect Structural Soil during delays in compaction with plastic or plywood as directed by the Engineer.
- C. Bring Structural Soils to finished grades as shown on the Drawings. Immediately protect the

Structural Soil material from contamination by toxic materials, trash, debris, water containing cement, clay, silt or materials that will alter the particle size distribution of the mix with plastic or plywood as directed by the Engineer.

- D. The Engineer may periodically check the material being delivered and installed at the site for color and texture consistency with the approved sample provided by the Contractor as part of the submittal for Structural Soil. In the event that the installed material varies significantly from the approved sample, the Engineer may request that the Contractor test the installed Structural Soil. Any soil which varies significantly from the approved testing results, as determined by the Engineer, shall be removed and new Structural Soil installed that meets these specifications.

3.06 FINE GRADING

- A. After the initial placement and rough grading of the Structural Soil but prior to the start of fine grading, the Contractor shall request review of the rough grading by the Engineer. The Contractor shall set sufficient grade stakes for checking the finished grades.
- B. Adjust the finish grades to meet field conditions as directed.
 - 1. Provide smooth transitions between slopes of different gradients and direction.
 - 2. Fill all dips with CU-Soil™ and remove any bumps in the overall plane of the slope.
 - c. The tolerance for dips and bumps in Structural Soil areas shall be a 3" deviation from the plane in 10'.
 - 3. All fine grading shall be inspected and approved by the Engineer prior to the installation of other items to be placed on the Structural Soil
- C. The Engineer will inspect the work upon the request of the Contractor. Request for inspection shall be received by the Engineer at least 10 days before the anticipated date of inspection.

3.07 ACCEPTANCE STANDARDS

- A. The Engineer will inspect the work upon the request of the Contractor. Request for inspection shall be received by the Engineer at least 10 days before the anticipated date of inspection.

3.08 CLEAN-UP

- A. Upon completion of the Structural Soil installation operations, clean areas within the contract limits. Remove all excess fills, soils and mix stockpiles and legally dispose of all waste materials, trash and debris. Remove all tools and equipment and provide a clean, clear site. Sweep, do not wash, all paving and other exposed surfaces of dirt and mud until the paving has been installed over the Structural Soil material. Do no washing until finished materials covering Structural Soil material are in place.

END OF SECTION

SECTION 31 1100

AGGREGATE MATERIALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Furnish and install aggregate subbase material for granite curbing, modular block wall and granite block foundation, and concrete pavements.
- B. Furnish and install drainage stone.
- C. Furnish and install pipe bedding and backfill stone.
- D. Furnish and install stabilized construction entrance stone.
- E. Furnish and install stabilization and filtration geotextiles.
- F. Furnish and install sand for electrical trench.
- G. Furnish and install rip rap.

1.02 RELATED SECTIONS

- A. Section 31 2200 – Earthwork and Site Grading.

1.03 REFERENCES

- A. NYSDOT Standard Specifications (latest edition), Section 300 - Bases and Subbases, Section 703 - Aggregates.
- B. AASHTO - M147 - Materials for Aggregate and Soil-Aggregate.
- C. ASTM C136 - Method for Sieve Analysis of Fine and Coarse Aggregates.
- D. ASTM D2487 - Classification of Soils for Engineering Purposes

1.04 SUBMITTALS FOR REVIEW

- A. Submit gradation and material analysis for ALL types of aggregate materials to Owner's Representative, for approval prior to ordering or delivering to site.
- B. Materials Source: Submit name of imported materials suppliers to Owner's Representative.

1.05 QUALITY ASSURANCE

- A. Perform work in accordance with applicable state and local standards.

PART 2 PRODUCTS

2.01 COARSE AGGREGATE MATERIALS

- A. Aggregate subbase material for granite curbing, modular block wall and granite block foundation, concrete pavements and final utility backfill under pavements: Properly graded, non-frost susceptible, crushed stone mixture, NYSDOT type 2, item 304.12 and conforming to the following gradation requirements:

<u>Sieve Size</u>	<u>Percent Passing</u>
2"	100
1/4"	30-65
#40	5-40

#200 0-10

- B. Pipe bedding, haunch and initial backfill, and drainage stone: Properly graded, non-frost susceptible crushed stone mix, NYSDOT size designation 2, table 703-4 and conforming to the following gradation requirements:

<u>Sieve Size</u>	<u>Percent Passing</u>
1 1/2"	100
1"	90-100
1/2"	0-15
#200	0-1.0

- C. Stabilized Construction Entrance Stone: Properly graded, non-frost susceptible crushed stone mix, NYSDOT size designation 4, table 703-4 and conforming to the following gradation requirements:

<u>Sieve Size</u>	<u>Percent Passing</u>
3"	100
2"	90-100
1"	0-15
#200	0-1.0

- D. Rip Rap and temporary stone check dams Stone: Properly graded, non-frost susceptible crushed stone, angular, 6: minimum diameter and 12" maximum diameter.

2.02 FINE AGGREGATE MATERIALS

- A. Sand: Natural river or bank sand, free of silt, clay, loam, friable or soluble materials and organic matter; graded within the following limits:

<u>Sieve Size</u>	<u>Percent Passing</u>
#4	100
#14	10-100
#50	5-90
#100	4-30
#200	0

2.03 FILTRATION GEOTEXTILE

- A. Filtration Geotextile: Non-biodegradable, high modulus woven polypropylene fabric that is inert to naturally encountered chemicals, alkalies and acids. Fabric shall be Mirafi 160N, or approved equal.

2.04 STABILIZATION GEOTEXTILE

- A. Stabilization Geotextile: Non-biodegradable, high modulus woven polypropylene fabric that is inert to naturally encountered chemicals, alkalies and acids. Fabric shall be Mirafi 500X, or approved equal.

2.05 SOURCE QUALITY CONTROL

- A. Perform testing and analysis of aggregate materials in accordance with ASTM C136.
B. If tests indicate materials do not meet specified requirements, change material or material source and retest.
C. Provide materials of each type from same source throughout the work.

PART 3 EXECUTION

3.01 STOCKPILING

- A. Stockpile materials on site as needed at locations designated by the Owner's Representative.
- B. Stockpile in sufficient quantities to meet Project schedule and requirements.
- C. Separate differing materials with dividers or stockpile apart to prevent mixing.
- D. Direct surface water away from stockpile site so as to prevent erosion or deterioration of materials.

3.02 STOCKPILE CLEANUP

- A. Prevent free standing surface water.

END OF SECTION

SECTION 31 2000

SITE DEMOLITION AND REMOVALS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Contractor shall remove and dispose of asphalt and concrete pavements, wood boardwalk, concrete retaining walls, yard hydrant, guiderails, light poles and foundations, storm pipe and end sections, stairs and railings.
- B. Remove trees and limb up branches as indicated on the plans.
- C. Saw cut existing pavements.

1.02 RELATED WORK

- A. Examine contract documents for requirements that affect work of this section. Other sections that directly relate to work of this section include:
 - 1. Section 31 2200 Earthwork and Site Grading.
 - 2. Section 31 2501 Erosion and Sediment Control.

1.03 JOB CONDITIONS

- A. Traffic: Conduct demolition operations to ensure minimum interference with walks and streets and other adjacent properties. Do not close or obstruct streets without permission from authorities having jurisdiction.

1.04 DISPOSAL OF WASTE MATERIALS

- A. The Contractor shall remove from the site and dispose of all waste materials in a safe and legal manner.

1.05 PROTECTION OF EXISTING VEGETATION TO REMAIN

- A. Protect existing trees and other vegetation indicated to remain in place, against unnecessary cutting, breaking or skinning of roots and skinning and bruising of bark. Do not stockpile construction materials or excavated materials within drip line of trees. Avoid excess foot or vehicular traffic and parking of vehicles within drip line.
- B. Provide protection for roots over 1 1/2" diameter cut during construction operations. Coat the cut faces with an emulsified asphalt, or other acceptable coating, formulated for use on damaged plant tissues. Temporarily cover exposed roots with wet burlap to prevent roots from drying out, cover with earth as soon as possible.
- C. Repair or replace trees and vegetation damaged by construction operations intended to remain, in a manner acceptable to the Owner's Representative. Repair tree damage by a qualified Arboriculturist.

PART 2 PRODUCTS

2.01 NOT APPLICABLE.

PART 3 EXECUTION

3.01 PREPARATION

- A. Protect bench marks and survey control points from damage or displacement.

3.02 UTILITIES

- A. Utilities on and adjacent to the site in the area of demolition, whether underground or overhead, shall be protected as required to accomplish new work all in coordination and in conformance with the utility Owner. Coordinate all necessary clearing and removals. The Contractor is responsible for verifying the location of all existing underground utilities.

3.03 PROTECTION OF EXISTING WORK

- A. Protect and be responsible for all existing facilities within the area of operations. Any disturbance or damage to adjacent or existing work and facilities resulting directly from this operation shall be promptly restored, repaired or replaced to the satisfaction of the Owner's Representative at no additional cost.

3.04 REMOVALS

- A. Remove all items indicated to be demolished and dispose from the site in a legal manner. The Contractor shall remove from the site and dispose of all waste materials in a safe and legal manner. Waste Materials generated by the work, including down and felled trees, limbs, branches, stumps, roots, and all construction and demolition debris, shall not be disposed of by burning on or off the site.

3.05 POLLUTION CONTROLS

- A. Use water sprinkling or other suitable methods to limit dust and dirt rising and scattering in the air to the lowest practical level. Comply with governing regulations pertaining to environmental protection.
- B. Clean adjacent roads, structures and improvements of dirt, dust and debris caused by work of this section and as directed by the Owner's Representative.

END OF SECTION

SECTION 31 2200

EARTHWORK AND SITE GRADING

PART 1 GENERAL

1.01 SECTION INCLUDES

The contractor shall perform earthwork and site grading including strip and store existing topsoil, cut to fill subgrades, compaction of subgrades and preparation of sub-grade elevations for new work. Furnish and install topsoil as required for landscaping.

1.02 RELATED SECTIONS

- A. Section 32 9218 – Landscape Grading.
- B. Section 32 9219 – Seeding.
- C. Section 31 2501 – Erosion and Sediment Control.

1.03 REFERENCES

- A. ASTM C136 - Method for Sieve Analysis of Fine and Coarse Aggregates.
- B. ASTM D1556 - Test Method for Density of Soil in Place by the Sand-Cone Method.
- C. ASTM D1557 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures (modified proctor).
- D. ASTM D2167 - Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
- E. ASTM D2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
- F. ASTM 699 - Laboratory Testing.
- G. NYSDOT Standard Specifications (latest edition) section 203-3.12 compaction.

1.04 SUBMITTALS

- A. Test Reports: Submit the following reports directly to the Owner's Representative from the testing service, with copy to the Contractor:
 - 1. Test reports on borrow material including gradation and mechanical analysis.
 - 2. Verification of the subgrade suitability material to meet specified requirements.
 - 3. At least one optimum moisture-maximum density curve for each type of soil to be used or encountered.
 - 4. Field reports including in-place density tests.
 - 5. Report of actual unconfined compressive strength and/or results of bearing tests of each strata tested.
- B. Project Record Documents: Accurately record actual locations of utilities remaining by horizontal dimensions, elevations or inverts, and slope gradients.

1.05 QUALITY ASSURANCE

- A. Perform earthwork and site grading in conformance with applicable requirements of governing authorities having jurisdiction.
- B. Testing and Inspection Service: Contractor shall employ and pay for a qualified independent geotechnical testing and inspection service/laboratory to perform soil testing and inspection service during earthwork operations.

- C. Testing Laboratory Qualifications: To qualify for acceptance, the geotechnical testing and inspection service/ laboratory must demonstrate to Director's Representative satisfaction, based on evaluation of laboratory-submitted criteria conforming to ASTM E 699, that it has the experience and capability to conduct required field and laboratory geotechnical testing without delaying the progress of the work.

1.06 EXISTING UTILITIES

- A. Locate existing underground and overhead utilities in the area of work before starting earthwork operations. It is the Contractor's responsibility to utilize a locating service to mark the location of all underground utilities in the project area.
- B. Where utilities are to remain in place, provide adequate means of protection and precaution against damage throughout the contract period. Conform to the requirements of the utility having jurisdiction.
- C. Should uncharted, or incorrectly charted underground or other utilities be encountered during earthwork operations, consult the utility Owner immediately for directions.
- D. Cooperate with the Owner and public and/or private utility companies in keeping their respective services and facilities in operation. Do not interrupt existing utilities serving facilities occupied and used, except when permitted in writing by the Director's Representative, and then only after acceptable temporary utility services have been provided. Provide minimum 48 hour notice to Director's Representative.
- E. Repair all damaged utilities to the satisfaction of the utility Owner at the Contractor's expense.
- F. Remove, plug or cap inactive or abandoned utilities encountered during construction operations. The location of such utilities shall be noted on the record drawings. Verify "inactivity" of services with involved jurisdiction before start of work.
- G. Use of explosives is not permitted.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Topsoil: As specified in Section 31 1000.
- B. Subsoil: As specified in Section 31 1000.
- C. Aggregate Materials: As specified in Section 31 1100.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify site conditions prior to commencement of work.
- B. Verify that survey benchmark and intended elevations for the Work are as indicated.

3.02 PREPARATION

- A. Identify required lines, levels, contours, and datum.
- B. Stake and flag locations of known utilities.
- C. Protect plant life, lawns, and other features remaining as a portion of final landscaping.
- D. Protect against damage all bench marks, survey control points, existing structures, fences, sidewalks, paving, and curbs.
- E. Strip topsoil to an approximate depth of 4" and stockpile where designated by Director's Representative.

3.03 SUBSOIL EXCAVATION

- A. Excavation is unclassified, and includes excavation to subgrade elevations indicated, regardless of the character of materials and obstructions encountered.
- B. If unsuitable materials (as determined by geotechnical testing service/laboratory) are encountered at the required subgrade elevations, carry excavations deeper and replace the excavated material as directed by the geotechnical testing service/laboratory. Promptly remove unsuitable material from the site.
- C. Prevent surface and subsurface water from flowing into excavations. Dewater as required. Contractor is responsible for all dewatering operations, and the disposal of the water shall be in accordance with all applicable local, state and federal regulations and as indicated on the plans.
- D. Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rain water and water removed from excavations to runoff areas.
- E. Do not excavate wet subsoil.
- F. Stockpile in area designated on site by the Director's Representative to depth not exceeding 8 feet and protect from erosion.
- G. Stability: Replace damaged or displaced subsoil to same requirements as for specified fill.
- H. Conform to elevations and dimensions within a tolerance of +0.01 feet/-0.10 feet.

3.04 FILLING

- A. Remove vegetation, organic material, debris, unsuitable soils, obstructions and deleterious materials from ground surface prior to placement of fills. Break-up sloped surfaces steeper than 4:1 so that fill material will bond with existing surface.
- B. When existing ground surface has a density less than that specified for the particular area classification, break-up the ground surface, pulverize, moisture-condition to the optimum moisture content, and compact to the required depth and percentage of maximum density.
- C. Fill areas to contours and elevations with unfrozen materials.
- D. Place fill material on continuous layers, not exceeding 8 inches in loose depth for material to be compacted by heavy compaction equipment and not more than 4" in loose depth for material to be compacted by hand-operated equipment, and compact.
- E. Maintain optimum moisture content of fill materials to attain required compaction density.
- F. Make grade changes gradual. Blend slope into level areas.

3.05 GRADING

- A. Uniformly grade areas within the limits shown on the plans. Smooth finish surfaces within specified tolerances. The degree of finish required will be that ordinarily obtainable from either blade grader or scraper operations.
- B. Shape the surface to line, grade and cross-section as shown on the plans, with the finish surface not more than 0.10 foot above or below required subgrade elevation, compacted as specified, and graded to prevent ponding of water after rains. Include such operations as plowing, discing and any moisture or aerating required to provide the optimum moisture content for compaction. Fill low areas resulting from removal of unsatisfactory soil materials, obstructions and other deleterious materials, using satisfactory soil material.
- C. Before placing fill, proof roll subgrade thoroughly using a 10-ton roller with two passes, the

second pass perpendicular to the first.

3.06 COMPACTION

- A. Control soil compaction during construction, providing the minimum percentage of density specified for each area classification indicated below.
- B. Compact soil to not less than the following percentages of maximum density in accordance with ASTM D 1557 Modified Proctor:
 - 1. Planting and/or Lawn Areas: Compact top 6" of subgrade and each layer of fill material at 90% maximum density.
 - 2. Pavements and Building Slab Areas: Compact top 12" of subgrade and each layer of fill area at 95% maximum density.
- C. All subgrades shall be compacted with an approved method as specified in NYSDOT Standard Specification section 203-3.12.
- D. Moisture Control:
 - 1. Where the subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to the surface. Prevent free water appearing on the surface during or subsequent to compaction operations.
 - 2. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.
 - 3. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread to allow to dry. Assist drying by discing, harrowing or pulverizing until the moisture content is reduced to a satisfactory value.

3.07 FIELD QUALITY CONTROL

- A. Testing: Geotechnical testing service/laboratory retained by the Contractor shall inspect, test, and approve each in-place subgrade layer before further backfill work is performed. Testing service shall review and test material and determine optimum moisture at which maximum density can be obtained in accordance with ASTM D1557.
- B. Perform field density test in accordance with ASTM D 1556 (sand cone method), ASTM D 2167 (rubber balloon method) or ASTM D 2922 (nuclear method).
- C. If tests indicate work does not meet specified requirements, Contractor shall remove work, replace and retest.
- D. Frequency of Tests: In each compacted soil fill layer, make one field density test for each lift every 2,000 sq. ft. of fill area. In pipe trenches, make one field density test for each 100 lineal feet of trench.

3.08 MAINTENANCE

- A. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
- B. Repair and re-establish grades in settled, eroded and rutted areas to the specified tolerances. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, reshape and compact to the required density prior to further construction.

3.09 SETTLING

Where settling is measurable or observable at graded areas during the general project warranty period, remove surface (pavement, lawn or other surface), add backfill material, compact and replace surface treatment. Restore appearance, quality and condition of surface or finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

END OF SECTION

SECTION 31 2501

EROSION AND SEDIMENT CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Provide all labor, equipment and materials necessary to install and maintain erosion & sediment control measures including, sediment control fence, inlet protection, tree protection fence, dust control, stabilized construction entrance, and construction sequencing.
- B. Provide all labor, equipment and materials necessary to implement erosion control measures, as required by regulatory permits, and as job conditions dictate. The Owner's Representative will retain the services of a qualified professional to inspect and report on erosion control activities.

1.02 RELATED SECTIONS

- A. Section 31 2200: Earthwork and Site Grading

1.03 REFERENCES

- A. New York State Standards and Specifications for Erosion and Sediment Control, latest edition.

1.04 SUBMITTALS FOR REVIEW

- A. Shop Drawings and Product Data. Submit manufacturer's technical product data for all erosion and sediment control products.
- B. Designate erosion control and maintenance activities on the submitted Project Schedule.

1.05 QUALITY ASSURANCE

All Erosion/Sediment Control activities performed by the contractor shall be in compliance with the following standards of practice:

- A. New York State Standards and Specifications for Erosion and Sediment Control published by NYS Soil and Water Conservation Committee.
- B. USDA Soil Conservation Service "Guidelines for Urban Erosion and Sediment Control", latest revision.
- C. Local Guidelines for Erosion and Sediment Control.
- D. Directives of Owner's Representative, and/or regulatory personnel of authority having jurisdiction requiring further control measures as warranted.

1.06 SEQUENCING AND SCHEDULING

- A. Place erosion control measures wherever shown on the Contract Drawings before beginning any other Work of this Contract.

PART 2 - PRODUCTS

2.01 SEDIMENT CONTROL FENCE

- A. The sediment control fence fabric shall meet the following specifications:

<u>Fabric Properties</u>	<u>Minimum Acceptable Value</u>	<u>Test Method</u>
Grab Tensile Strength (lbs)	90	ASTM D1682
Elongation at Failure (%)	50	ASTM D1682

Mullen Burst Strength (psi)	190	ASTM D3786
Puncture Strength (lbs)	40	ASTM D751
Slurry Flow Rate (gpm/sf)	0.3	
Equivalent Opening Size	40-80	US Std. Sieve
Ultraviolet Radiation Stab. (%)	90	ASTM G26

- B. Fence Posts: The length shall be a minimum of 36" long. Wood posts shall be of a sound quality hardwood with a minimum cross-sectional area of 2.0 square inches.

2.02 INLET PROTECTION

- A. Gravel Bag – Temporary, NYSDOT Item 209.1702, located in accordance with the plans.

2.03 EROSION CONTROL FABRIC

PRODUCT:

Erosion Control Blanket: C125BN: RollMax BioNet Long-Term Biodegradable Double-Net Blanket as manufactured by North American Green, Western Green, 4609 E. Boonville-New Harmony Rd., Evansville, IN 47725, Website: www.nagreen.com, Phone: 1-800-772-2040, or approved equal.

DESCRIPTION:

Erosion control blanket shall be a machine-produced mat of 100% coconut fiber with a functional longevity of up to 24 months. The blanket shall be of consistent thickness with the coconut evenly distributed over the entire area of the mat. The blanket shall be covered on the top and bottom sides with 100% biodegradable woven natural organic jute fiber netting. The jute netting shall consist of machine directional strands formed from two intertwined yarns with cross directional strands interwoven through the the twisted machine strands (commonly referred to as Leno weave) to form an approximate 0.50 x 1.0 in (1.27 x 2.54 cm) mesh. The blanket shall be sewn together on 1.50 inch (3.81 cm) centers with biodegradable thread. The blanket shall be manufactured with a colored thread stitched along both outer edges (approximately 2-5 inches [5-12.5 cm] from the edge) as an overlap guide for adjacent mats.

The C125BN shall meet Type 4 specification requirements established by the Erosion Control Technology Council (ECTC) and Federal Highway Administration's (FHWA) FP-03 Section 713.17.

PART 3 - EXECUTION

3.01 EROSION AND SEDIMENT CONTROL

- A. Erosion and sediment controls must be constructed, stabilized and functional before site disturbance within the tributary area to those controls.
- B. Upon completion of installation of the erosion and sediment controls, the site will be inspected and any areas identified with a significant erosion potential will receive fortified erosion control measures, as determined by the Director's Representative or other Agency having jurisdiction.
- C. The Contractor shall utilize diversionary tactics for containing runoff and directing it towards erosion control devices as needed to minimize sedimentation. Existing curbs shall also be used to divert clean runoff away from inlets.
- D. All erosion and sediment control devices must be maintained in working order until the site is stabilized. All preventative and remedial maintenance work, including clean out, repair, replacement, re-grading, re-seeding, re-mulching, or re-netting, must be performed immediately.

- E. Any disturbed area on which activity has ceased must be stabilized immediately. During non-germinating periods, mulch must be applied at the recommended rates.
- F. After final stabilization has been achieved, temporary erosion and sediment controls must be removed. Areas disturbed during removal shall be stabilized immediately.

3.02 Contractor shall implement erosion control measures as shown on the plans and as job conditions dictate. Intent is to minimize erosion and pollutants at the source, capture sediment at regular intervals and prevent sediment intrusion into storm sewer pipes, structures, and waterways. Work includes, but is not limited to, mulching, temporary silt fences, filter fabric, expeditious grading, stormwater diversion, prompt turf and plant establishment, and maintenance of same.

3.03 The Contractor shall initiate stabilization measures as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased. If disturbed soils surfaces are to be left exposed for a period of greater than 14 days, stabilize the soil with temporary seeding and/or mulch to limit erosion. Where the initiation of stabilization measures by the 14th day after construction activity temporarily or permanently ceased is precluded by snow cover or frozen ground conditions, stabilization measures shall be initiated as soon as practicable. The onset of seasonally adverse weather is not intended as our excuse for not implementing the necessary erosion controls. The Contractor shall use foresight in his activities to only disturb areas that he can stabilize before adverse weather conditions prevail. The Contractor is encouraged to schedule his work such that final land surface restoration closely follows initial disturbance to the maximum extent possible in order to limit bare soil exposure and dependence on the temporary systems discussed above.

3.04 Sediment shall be removed from sediment fences whenever their capacity has been reduced by fifty (50) percent from the design capacity and/or as required to ensure intent. Prior to fine grading and restoration, the Contractor shall remove and dispose of accumulated sediments and silts as required.

3.05 AUTHORITY OF WORK

- A. The Owner's Representative has the authority to limit the surface area of erodible earth material exposed by clearing and grubbing, the surface area of erodible earth material exposed by excavation, borrow and fill operations and to direct the Contractor to provide immediate permanent or temporary pollution control measures to prevent contamination of adjacent streams or other watercourses/waterbodies.

3.06 POLLUTION CONTROL

- A. Provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations. Promptly repair equipment leaks. Provide equipment and personnel to perform emergency measures required to contain any spillages, and to remove contaminated soils or liquids.
- B. Notify Owner's Representative if contaminated soil, groundwater or other forms of pollution are encountered. Excavate and dispose of any contaminated earth immediately in accordance with Federal, State and local regulations off-site, and replace with suitable compacted fill.
- C. Pollutants such as fuels, lubricants, bitumen's, raw sewage and other harmful materials shall not be discharged into or near rivers, streams, and impoundments or into natural or man-made channels leading thereto. Wash water or waste from concrete mixing operations or trucks shall not be allowed to enter live streams.

3.07 DEWATERING AND WASHWATERS

- A. Water from aggregate washing, equipment washing, dewatering or other operations containing sediment, shall be treated by filtration, settling basin, silt bags or other means sufficient to reduce the turbidity, so as not to cause a substantial visible contrast to

natural conditions.

3.08 SEDIMENT CONTROL FENCE INSTALLATION

- A. Furnish and install sediment control fence where indicated on the plans and subject to the following conditions:
- B. Embed silt fence material a minimum of 8 inches below finished grade.
- C. When two sections of filter cloth adjoin each other, they shall be overlapped by six inches and folded.
- D. Maintenance shall be performed as needed and material removed when bulges develop in the silt fence, or when 6 inches of sediment has accumulated against it, whichever occurs first. All sediment barriers shall be repaired or replaced when they no longer function as a barrier.

3.09 CONSTRUCTION OPERATIONS

- A. When borrow material is obtained from other than commercially operated sources, erosion of the borrow site shall be so controlled, both during and after completion of the work, so that erosion will be minimized and sediment will not enter streams or other bodies of water. Waste or disposal areas and construction roads shall be located and constructed in a manner that will minimize sediment-entering streams. Install sediment containment devices around stockpiles and waste areas. Stabilize the surface of temporary haul roads to minimize sediment creation.

3.10 CONSTRUCTION PHOTOGRAPHS

- A. The Contractor shall take good quality photographs of streams, ditches, channels, ponds or other water bodies immediately adjacent to project work area that will receive runoff from construction activity. Document existing conditions such as existing sediment deposition, water turbidity, eroded streambed/streambanks and condition of vegetation.

3.11 CONSTRUCTION SCHEDULE

- A. Prior to beginning construction, the Contractor shall submit a detailed project schedule which outlines his program for controlling erosion, limiting conveyance of silt and sediment, pollution prevention, maintenance of devices/controls, and restoration of graded surfaces for the duration of the project and the one-year warranty period, for review and acceptance.

3.12 FINAL STABILIZATION

- A. Final stabilization is defined as all soil disturbing activities at the site have been completed, and that a uniform perennial vegetative cover with a density of at least 80% has been established or equivalent stabilization measures (such as the use of mulches or geotextiles) have been employed on all unpaved areas and areas not covered by permanent structures.

3.13 REMOVAL OF TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES

- A. Remove erosion control devices when final stabilization has occurred for the respective areas of the site and are no longer needed.

3.15 CONTRACTOR'S RESPONSIBILITY

- A. The actual scheduling and implementation of the erosion and sediment control plan and devices shown are considered to comprise the majority of efforts needed, but not necessarily all that will be required. Weather, Contractor's schedule, extent of disturbance, site and unforeseen conditions can dictate that greater efforts will be necessary.

END OF SECTION

SECTION 32 1100
MAINTENANCE AND PROTECTION OF TRAFFIC

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. This work shall consist of maintaining pedestrian and vehicular traffic and protecting the public from damage to person and property within the limits of and for the duration of the contract.
- B. Traffic shall be maintained over a reasonably smooth travel way which shall be marked by the use of flagman, traffic signs, barricades, lights and other devices and methods to maintain the safety of those persons coming in contact with the construction site, both day and night.
- C. Coordination of trucks, equipment and parking for construction workers.
- D. Removal of equipment and devices upon completion of the related work.

PART 2 PRODUCTS

2.01 SIGNS, LIGHTS AND DEVICES

- A. Barricades, lights, signs, and fencing as required for the work of this section.
- B. Traffic Cones and Drums, Flares and Lights: as required for the work of this section.
- C. Flagman and flagman equipment as required for work of this section.

PART 3 EXECUTION

3.01 GENERAL

- A. Maintain the surface condition of traveled ways. Existing pavements shall be kept in repair using materials compatible with the pavement.
- B. Maintain the drainage facilities and other site elements, old or new, including that on detours.
- C. Provide adequate protection for pedestrian traffic during construction.
- D. Provide the necessary traffic control equipment and flagmen for adequate traffic control on the traveled way and in accordance with the plans.
- E. Make all necessary repairs to existing pavements and wearing surfaces as required to provide a reasonably smooth traveled way where vehicle operation is maintained.
- F. Protect the public from damage to person and property which may result directly or indirectly from the construction operations.
- G. Schedule the work to keep to a minimum the amount of pavement and/or facilities that are destroyed or torn up at any one time.
- H. Control dust and keep the traveled way free from materials spilled from hauling equipment. This shall also apply to dust control and spilled material resulting from the Contractor's operations in the areas outside the contract limits.

3.02 PROJECT SITE PATROL

- A. The Contractor shall provide personnel to patrol the contract area as necessary to ensure that conditions on the site are adequate for public safety and convenience at all times.

3.03 CONSTRUCTION PARKING CONTROL

- A. Control construction related vehicular parking to prevent interference with public traffic and access by emergency vehicles. Construction parking will generally occur off the side street.

3.04 FLAGPERSONS

- A. Provide trained and equipped flag persons to regulate and control traffic as required.

3.05 HAUL ROUTES

- A. Consult with authority having jurisdiction, establish public thoroughfares to be used for haul routes and site access.

3.06 TEMPORARY TRAFFIC SIGNS

- A. The Contractor shall furnish, install, move, remove and maintain construction signs, construction barricades, lights, fencing, drums and cones as required to maintain effective traffic control. Relocate as work progresses.

3.07 REMOVAL

- A. Remove equipment and devices when no longer required.

END OF SECTION

SECTION 32 1123
AGGREGATE BASE COURSE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Installation of aggregate base courses for new pavements.

1.02 RELATED SECTIONS

- A. Section 31 2200 – Earthwork and Site Grading.
- B. Section 31 1100 – Aggregate materials and geotextiles.

1.03 REFERENCES

- A. ASTM D1557 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures.
- B. ASTM D2167 - Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
- C. ASTM D2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
- D. ASTM D3017 - Test Methods for Moisture Content of Soil and Soil-Aggregate Mixtures.
- E. ASTM C136 - Method for Sieve Analysis of Fine and Coarse Aggregates.
- F. NYSDOT Standard Specifications (latest edition) section 203-3.12 compaction.

1.04 SUBMITTALS

- A. Contractor shall submit gradation and mechanical analysis for each aggregate sub-base material to be used.

1.05 QUALITY ASSURANCE

- A. Testing and Inspection Service: Contractor shall employ and pay for a qualified independent geotechnical testing and inspection service/laboratory to perform soil testing and inspection service during earthwork operations.
- B. Testing Laboratory Qualifications: To qualify for acceptance, the geotechnical testing and inspection service/ laboratory must demonstrate to Director's Representative satisfaction, based on evaluation of laboratory-submitted criteria conforming to ASTM E 699, that it has the experience and capability to conduct required field and laboratory geotechnical testing without delaying the progress of the work.

PART 2 PRODUCTS

2.01 MATERIALS

- A. See Section 31 1100 – Aggregate materials, for Aggregate Subbase Course materials and geotextiles.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify substrate has been inspected, gradients and elevations are correct, including crowns and cross sections, and is dry.

3.02 PREPARATION

- A. Correct irregularities in substrate gradient and elevation by scarifying, reshaping, and re-compacting.

- B. Do not place fill on soft, muddy, or frozen surfaces.
- C. Proof-roll subgrade with a smooth drum roller (with vibratory capability with a minimum static drum weight of 10 tons. A minimum of 3 passes shall be made in one direction, followed by 3 overlapping passes in a direction perpendicular to the first.
- D. Install filtration and stabilization geotextiles in accordance with the plans and manufacturer's recommendation.

3.03 AGGREGATE PLACEMENT

- A. Place aggregate sub-base on the prepared sub-grade in layers of uniform thickness, conforming to the cross-section and thickness indicated on the plans. Maintain the optimum moisture content for compacting the aggregate sub-base during placement operations.
- B. When a compacted aggregate sub-base course is shown to be 6" thick or more, place the material in equal layers, except no single layer more than 8" or less than 3" in thickness when compacted.
- C. Level and contour surfaces to elevations and gradients indicated. Place in such a manner to minimize segregation. No aggregate sub-base shall be placed under adverse weather conditions.
- D. Compact and roll each layer of aggregate sub-base course to 95% maximum density.
- E. All compaction requirements shall be in accordance with NYSDOT Standard Specification section 203-3.12. The depth of each sub-base course shall not exceed the compactor's capability. Each compactor lacking the original manufacturer identification plates, or with altered or illegible plates, will not be recognized as acceptable compaction equipment and shall be removed from the site.
- F. Add water to assist compaction. If excess water is apparent, remove aggregate and aerate to reduce moisture content.
- G. Use mechanical tamping equipment in areas inaccessible to compaction equipment.
- H. When the pavement sub-base becomes mixed with the sub-grade or any other material, it shall be removed and replaced with the appropriate material. The movement of any traffic over the fine graded aggregate sub-base is not recommended. When damage or contamination occurs, it must be repaired before paving begins.

3.04 TOLERANCES

- A. Fine grading of the pavement sub-base finish course shall not vary more than 1/2 inch above or below true grade at any point.
- B. Scheduled Compacted Thickness: Within 1/4 inch.
- C. Flatness: Maximum variation of 1/2 inch measured with a 10 foot straight edge.

3.05 FIELD QUALITY CONTROL

- A. Quality Control Testing during construction: Allow testing service to inspect, test and approve each aggregate sub-base layer before further backfill or construction work is performed. Testing service shall review and test material and determine optimum moisture at which maximum density can be obtained in accordance with ASTM D 1557, modified proctor.
- B. Field Compaction testing will be performed in accordance with ASTM D1556 (sand cone method), ASTM D2167 (rubber balloon method), or ASTM D2922 (nuclear method). If tests indicate work does not meet specified requirements, remove work, replace and re-test.
- C. Frequency of Tests: Make at least one field density test for each layer of aggregate sub-

base every 2,000 sq. ft.

3.06 MAINTENANCE AND CLEAN-UP

- A. Protection of graded areas: Protect newly graded and compacted aggregate sub-base courses from traffic and erosion. Repair and re-establish grades in settled, eroded and rutted areas.
- B. Remove all excess materials and debris from the Owner's property.

END OF SECTION

**SECTION 32 1219
CONCRETE PAVEMENT**

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Furnish and install concrete pavement for pedestrian traffic.

1.02 REFERENCES

- A. ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete; American Concrete Institute International; 1991 (Reapproved 2002).
- B. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete; American Concrete Institute International; 2000.
- C. ACI 306R - Cold Weather Concreting; American Concrete Institute International; 1988 (Reapproved 2002).
- D. ASTM A 185/A 185M - Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete; 2006.
- E. ASTM A 497/A 497M - Standard Specification for Steel Welded Wire Reinforcement, Deformed, for Concrete; 2006.
- F. ASTM C 33 - Standard Specification for Concrete Aggregates; 2003.
- G. ASTM C 39/C 39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; 2005.
- H. ASTM C 94/C 94M - Standard Specification for Ready-Mixed Concrete; 2007.
- I. ASTM C 150 - Standard Specification for Portland Cement; 2005.
- J. ASTM C 173/C 173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method; 2001.
- K. ASTM C 260 - Standard Specification for Air-Entraining Admixtures for Concrete; 2006.
- L. ASTM C 309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete; 2006.
- M. ASTM C 494/C 494M - Standard Specification for Chemical Admixtures for Concrete; 2005a.
- N. ASTM C 618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete; 2005.
- O. ASTM C 685/C 685M - Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing; 2001.
- P. ASTM D 1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (nonextruding and Resilient Bituminous Types); 2004.

1.03 SUBMITTALS

- A. Product Data: Provide data on concrete mix, joint filler, joint sealant, steel reinforcing, admixtures, and curing compound.
- B. Design Data: Indicate pavement thickness, designed concrete strength, reinforcement, and typical details.
- C. Color admixture: Provide product data on color admixture for colored concrete pavement.

1.04 QUALITY ASSURANCE

- A. Perform work in accordance with ACI 301.
- B. Obtain cementitious materials from same source throughout.
- C. Follow recommendations of ACI 306R when concreting during cold weather.

1.05 ENVIRONMENTAL REQUIREMENTS

- A. Do not place concrete when base surface temperature is less than 40 degrees F, or surface is wet or frozen.

PART 2 - PRODUCTS

2.01 FORM MATERIALS

- A. Form Materials: Conform to ACI 301.
- B. Wood form material, profiled to suit conditions.

2.02 JOINT FILLER

- A. Preformed; non-extruding bituminous type (ASTM D 1751). Thickness: 3/8 inch, unless specified otherwise on the plans.
- B. Joint sealant: Two component polyurethane sealant: Polyurethane-based, two part elastomeric sealant, complying with FS TT-S-00227, Class A, type 1 (self leveling) unless type 2 (non-sag) is recommended by the manufacturer for application shown.

2.03 REINFORCEMENT

- A. Steel Welded Wire Reinforcement: Plain type, ASTM A 185/A 185M; in flat sheets; unfinished.
- B. Dowels: ASTM A 615/A 615M Grade 40 (280); deformed billet steel bars; unfinished finish.

2.04 CONCRETE MATERIALS

- A. Cement: ASTM C 150 Normal - Type I Portland type, grey color.
- B. Fine and Coarse Mix Aggregates: ASTM C 33.
- C. Fly Ash: ASTM C 618, Class C or F.
- D. Water: Clean, and not detrimental to concrete.
- E. Air Entrainment Admixture: ASTM C 260.
- F. Chemical Admixtures: ASTM C 494/C 494M, Type A - Water Reducing, Type C - Accelerating, and Type G - Water Reducing, High Range and Retarding.

2.05 ACCESSORIES

- A. Curing Compound: ASTM C 309, Type 1, Class A.

2.06 CONCRETE MIX DESIGN

- A. Proportioning Normal Weight Concrete: Comply with ACI 211.1 recommendations.
- B. Admixtures: Add acceptable admixtures as recommended in ACI 211.1 and at rates recommended by manufacturer.
- C. Concrete Properties:
 - 1. Compressive Strength, when tested in accordance with ASTM C 39/C 39M at 28 days: 4000 psi.
 - 2. Fly Ash Content: Maximum 15 percent of cementitious materials by weight.
 - 3. Cement Content: Minimum 606 lbs. per cubic yard of concrete.

4. Water-Cement Ratio: Maximum 40 percent by weight.
5. Total Air Content: 4 percent, determined in accordance with ASTM C 173/C 173M.
6. Maximum Slump: 3 inches.
7. Maximum Aggregate Size: 1 inch.

2.07 MIXING

- A. On Project Site: Mix in drum type batch mixer, complying with ASTM C 685. Mix each batch not less than 1-1/2 minutes and not more than 5 minutes.
- B. Transit Mixers: Comply with ASTM C 94/C 94M.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify compacted sub-grade is acceptable and ready to support paving and imposed loads.
- B. Verify gradients and elevations of base are correct.

3.02 AGGREGATE SUB-BASE COURSE

- A. See Section 32 1123 for construction of aggregate sub-base course for work of this Section.

3.03 PREPARATION

- A. Moisten sub-base to minimize absorption of water from fresh concrete.
- B. Notify Director's Representative minimum 24 hours prior to commencement of concreting operations.

3.04 FORMING

- A. Place and secure forms to correct location, dimension, profile, and gradient.
- B. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
- C. Place joint filler vertical in position, in straight lines. Secure to formwork during concrete placement.

3.05 REINFORCEMENT

- A. Place reinforcement as indicated.
- B. Interrupt reinforcement at expansion joints.
- C. Place dowels to achieve pavement and curb alignment as detailed.

3.06 PLACING CONCRETE

- A. Place concrete in accordance with ACI 304R.
- B. Ensure reinforcement, inserts, embedded parts, formed joints are not disturbed during concrete placement.
- C. Place concrete continuously over the full width of the panel and between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.
- D. Place concrete to joint pattern.

3.07 JOINTS

- A. Place 3/8 inch wide expansion joints where shown on the plans and to separate paving from fixed vertical surfaces and other components and in pattern indicated.
 1. Form joints with joint filler extending from bottom of pavement to within 1/2 inch off

finished surface.

2. Secure to resist movement by wet concrete.
3. Install joint sealant in accordance with manufacturer's recommendation.

C. Provide scored joints:

1. As shown on the plans and details.

3.08 FINISHING

- A. Light broom, texture perpendicular to direction of travel with troweled and radiused edge 1/4 inch radius, and as shown on the plans.
- B. Place curing compound on exposed concrete surfaces immediately after finishing. Apply in accordance with manufacturer's instructions.

3.09 TOLERANCES

- A. Maximum Variation of Surface Flatness: 1/4 inch in 10 ft.
- B. Maximum Variation from True Position: 1/4 inch.

3.10 FIELD QUALITY CONTROL

- A. The Contractor shall employ an independent testing agency to perform field quality control tests and to submit test reports.
 1. Provide free access to concrete operations at project site and cooperate with appointed firm.
 2. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of concrete operations.
 3. Tests of concrete and concrete materials may be performed at any time to ensure conformance with specified requirements.
- B. Compressive Strength Tests: ASTM C 39/C 39M. For each test, mold and cure three concrete test cylinders. Obtain test samples for every 100 cu yd or less of each class of concrete placed.
 1. Take one additional test cylinder during cold weather concreting, cured on job site under same conditions as concrete it represents.
 2. Perform one slump test for each set of test cylinders taken.
- C. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.

3.11 PROTECTION

- A. Immediately after placement, protect pavement from premature drying, excessive hot or cold temperatures, and mechanical injury.
- B. Do not permit pedestrian traffic over pavement for 7 days minimum after finishing.

END OF SECTION

SECTION 32 1318
GRANITE CURB

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Furnish and Installation of Granite curbing, including flush granite curbs, and transition curbs.
- B. Cast in place continuous concrete backing is specified in section 03 3000.
- C. Granite curbing shall be in accordance with NYSDOT Item 609.0101.

1.02 RELATED SECTIONS

- A. Section 03 3000 - Cast-In-Place Concrete.

1.03 REFERENCES

- A. The National Building Granite Quarries Association

1.04 SUBMITTALS

- A. Provide shop drawings showing sizes, shapes, dimensions and all pertinent information for granite curbing.

1.05 ENVIRONMENTAL REQUIREMENTS

- A. Do not place concrete backing when temperature is less than 40 degrees F, or surface is wet or frozen.

PART 2 - PRODUCTS

2.01 STONE MATERIALS

- A. Vertical Curbs: granite, length varies with a minimum overall length of 5' x 16" x 5", radii as required and as shown on the plans. Finish; thermal finish top and quarry split face front. Color: natural gray. At the terminus of all vertical face curb runs provide a sloped transition curb that transitions from a 3 inch exposed face to 1/4" reveal.
- B. Reference plans for transition and flush curbs size and dimensioning.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Verify that substrate is level, smooth, capable of supporting curb and imposed loads, and ready to receive work of this section.
- B. Verify gradients and elevations of substrate are correct.

3.02 INSTALLATION

- A. Set curb sections level and to the grades shown on the plans in a continuous concrete footing, butt tight all joints. Maximum space between curb sections is to be 1/4 inch.

3.03 TOLERANCES

- A. Maximum variation from true position and elevation: 1/2 inch:10'

3.04 REPAIRS AND PROTECTION

- A. Repair or replace broken or defective curb, as directed by Owner's Representative.
- B. Protect curb from damage until final acceptance of work.

3.05 CLEAN-UP

- A. Remove all excess materials and debris from Owner's property.

END OF SECTION

SECTION 32 1410
EXTERIOR SIGNAGE

PART 1 - GENERAL

1.01 SECTION INCLUDES: Furnish and provide all labor, material, equipment, and services necessary to complete the installation of exterior signage as indicated on the drawings and as specified herein. Provide materials, labor, equipment and services necessary to furnish, adapt and install all work of this section as shown on the Construction Documents and/or as required by job conditions, including, but not limited to the following:

A. Wayfinding Signage (2)

1.02 RELATED SECTIONS:

A. Section 03 3000 – Cast In Place Concrete

1.03 SUBMITTALS

A. Provide shop drawings, manufacturer's product data and installation requirements for each type of sign.

1.04 QUALITY ASSURANCE

A. Manufacturer's Qualifications: Firms regularly engaged in manufacture of signage types and sizes required, whose products have been in satisfactory use in similar service for not less than five years.

B. Installer's Qualifications: Firm with at least three years of successful installation experience on projects with signage work similar to that specified for project.

PART 2 - PRODUCTS

2.01 WAYFINDING SIGNAGE

A. 3" X 5" aluminum frame with lockable bulletin case in accordance with the plans and manufacturer's specification.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verify that surfaces on which exterior signage is to be installed are level, smooth, clean, and otherwise ready to receive the work of this section. Do not proceed until unsatisfactory conditions are corrected.

3.02 INSTALLATION

A. Install signage where indicated on plans and as per manufacturer's instructions.

3.03 PROTECTION

A. Protect all signage from damage during construction. Repair or replace damaged items at no additional cost to the Owner.

3.04 CLEAN-UP

A. Remove excess materials; leave area in a clean and neat condition.

END OF SECTION

SECTION 32 3120
SITE FURNISHINGS

PART 1 - GENERAL

1.01 SECTION INCLUDES: Furnish and provide all labor, material equipment and services necessary to complete the installation of site furnishings as indicated on the drawings and as specified herein. Adapt and install all work of this section as shown on the Construction Documents and/or as required by job conditions, including, but not limited to the following:

- A. Benches: (4) Backed
- B. Bench with Planter (4)
- C. Bicycle Racks (7)
- D. Trash & Recycling Receptacle
- E. Decorative Bollard (4)

1.02 RELATED SECTIONS:

- A. Section 32 1219 – Concrete Pavement

1.03 SUBMITTALS

- A. Provide shop drawings, manufacturer's product data and installation requirements for each type of site furnishing.

1.04 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Firms regularly engaged in manufacture of site furnishing types and sizes required, whose products have been in satisfactory use in similar service for not less than five years.
- B. Installer's Qualifications: Firm with at least three years of successful installation experience on projects with furnishing work similar to that specified for project.

PART 2 - PRODUCTS

2.01 BENCHES

- A. MANUFACTURER:
Subject to compliance with provisions of this section, benches shall be manufactured by DuMor, Inc. P.O. Box 142, 138 Industrial Circle, Mifflintown, PA 17059, Phone: 1-800-598-4018, Fax: 1-717-436-9839, Email: sales@dumor.com; www.DuMor.com, or an approved equal.
- B. MODELS:
BACKED BENCH: Model 500-60 (6 foot, with end arm rests, surface mounted)
- C. MATERIALS: Model 500 Series (Backed with end arms only):
 - 1. Supports:
 - a. End Supports shall be manufactured from 1 1/2" x 1 1/2" x 11 gauge ASTM A513 steel tubing, 3/8" thick ASTM A36 steel plate and 1/4" thick ASTM A36 steel plate.
 - 2. Seat assembly wood:
 - a. Seat assembly shall be manufactured from 1" x 4" nominal wood slats, 1" x 1" x 13 gauge ASTM A513 steel tubing, 1/4" thick ASTM A36 steel plate and 3/8" thick ASTM A36 steel plate.
 - 3. Anchoring – Surface Mount:

a. Stainless steel expansion anchors (1/2" x 3 3/4") provided by manufacturer.

D. OPTIONS

Seating Surface: Wood (Ipe) slats.
Steel Finish: Black Powdercoat

E. FINISH

1. Powder Coating (Color: Black)

- a. All parts are processed through an 8-stage iron phosphorous wash system.
- b. Parts are coated with a zinc-rich epoxy primer to an AVERAGE of 4-5 mils.
- c. Parts are then finished with a top coat of TGIC-polyester powder to an AVERAGE of 4-5 mils.
- d. Powder is cured at the powder manufacturers specifications using combination of infrared and convection heat for approximately 20 minutes.
- e. Finished parts shall comply with the following American Standard Test Method (ASTM) for coating and coating method: ASTM-D-523, ASTM-D-3363, ASTM-D-1737, ASTM-D-3359, ASTM-D-2794, ASTM-B-117 and ASTM-D-3451.

F. WARRANTY

1. Limited twenty-year warranty against structural failure of all steel bench frames.
2. Limited five-year warranty against structural failure of wood slats.
3. Limited one-year warranty on any item not specifically discussed above.

2.02 BENCH WITH PLANTER

A. MANUFACTURER:

STREETLIFE <https://www.streetlife.nl/us> usa@streetlife.com
Rough & Ready Big Green Benches
R&R-BGB-S-250-90-Double Layer Powder Coating (PC) Steel planter with seat on one side, 16 inches.
Color: Powder Coat -RAL 7030 (Stone Grey)

2.03 BICYCLE RACKS

A. MODEL:

Subject to compliance with provisions of this section, bike rack shall be model "Orion" #ORN-2-SF-B, two-bike capacity, round steel tubing, surface mount, black powder coat finish, as manufactured by Madrax (division of Graber Manufacturing, Inc.), 1080 Uniek Drive, Waunakee, WI 53597. Toll Free 800-448-7931. Phone 608-849-1080. Fax 608-849-1081. Email sales@madrax.com. Website: www.madrax.com or an approval equal.

B. DESCRIPTION:

Rack shall be constructed of 2 3/8" (60.4mm) diameter carbon steel tubing; 3/8" x 2" (9.6mm x 50.8mm) carbon steel bar; and 1/4" x 2 1/2" (6.4mm x 63.5mm) carbon steel bar. Model shall not include a lean bar.
Finish shall be powder coated: Triglycidyl isocyanurate (TGIC) powder, a polyester coating. Coating is applied so that the thickness is 3.5 to 4.5 mils.
Finish color: black. Surface mount rack per location and drilling of holes for inserts included by manufacturer.

2.04 TRASH & RECYCLING RECEPTACLE

A. MODEL:

Subject to compliance with provisions of this section, trash receptacle shall be model #437-40SH, as manufactured by DuMor, Inc. P.O. Box 142, 138 Industrial Circle, Mifflintown, PA 17059, Phone: 1-800-598-4018, Fax: 1-717-436-9839, Email: sales@dumor.com; www.DuMor.com, or an approved equal.

- B. OPTIONS:
Body Color: Black
Opening 1: 5" x 10" with Lid Color Black, Label: TRASH
Opening 2: 5" x 10" with Lid Color Recycle Blue, Label: RECYCLING
Internal concealing shield for liners, color Black
- C. MATERIALS:
1. Receptacle Body
Receptacle body shall be manufactured from 1/4" x 1 1/2" ASTM A36 carbon steel flat bar, 3/8" x 3" ASTM A36 carbon steel flat bar, 5/8" diameter ASTM A36 steel round bar and 1/4" thick ASTM A36 steel plate.
2. Internal Shields (Optional):
Internal Shields shall be manufactured from 18 gauge ASTM A1008 steel sheet.
3. Cover:
Cover shall be manufactured from 12 gauge ASTM A1011 steel plate.
4. Liner:
Liner shall be HDPE (2) with 20 gallon capacity each.
5. Anchoring (mount to concrete pad):
Stainless steel expansion anchors (1/2" x 3 3/4") provided by manufacturer.
- D. FINISH
1. Powder Coating (Color: Black)
a. All parts are processed through an 8-stage iron phosphorous wash system.
b. Parts are coated with a zinc-rich epoxy primer to an AVERAGE of 4-5 mils.
c. Parts are then finished with a top coat of TGIC-polyester powder to an AVERAGE of 4-5 mils.
d. Powder is cured at the powder manufacturers specifications using combination of infrared and convection heat for approximately 20 minutes.
e. Finished parts shall comply with the following American Standard Test Method (ASTM) for coating and coating method: ASTM-D-523, ASTM-D-3363, ASTM-D-1737, ASTM-D-3359, ASTM-D-2794, ASTM-B-117 and ASTM-D-3451.
- E. WARRANTY
1. Limited twenty-year warranty against structural failure of all litter receptacle frames.
2. Limited one-year warranty on any item not specifically discussed above.

2.05 DECORATIVE BOLLARDS

- A. MODEL:
Subject to compliance with provisions of this sections, fixed embedded bollard shall be model # R-7901 Steel Bollard, 'Black' color, as manufactured by Reliance Foundry Co Ltd, 6450 148 St #207, Surrey, BC V3S 7G7, Canada 1-877-789-3245, www.reliance-foundry.com, or an approved equal.
- B. DESCRIPTION:
Fixed bollard embedded into concrete.
Height: 36 inches
Diameter: 4-1/3 inches body; 4-1/3 inches base
Weight: 38 lbs.
Material: Steel: ASTM A36; 25 percent recycled-material content.
Color: Black
Reflective Stripe: White

3.01 EXAMINATION

- A. Verify that surfaces on which site furnishings are to be installed are level, smooth, clean, and otherwise ready to receive the work of this section. Do not proceed until

unsatisfactory conditions are corrected.

3.02 INSTALLATION

A. Install site furnishings where indicated on plans and as per manufacturer's instructions.

3.03 PROTECTION

A. Protect all site furnishings from damage during construction. Repair or replace damaged items at no additional cost to the Owner.

3.04 CLEAN-UP

A. Remove excess materials, leave area in a clean and neat condition.

END OF SECTION

SECTION 32 3130

STEEL RAILING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Furnish and install steel railing with 4" sq. welded steel wire mesh panels, 2.25" sq frame and 3" sq. steel posts in accordance with the plans. Height to be 48" or 36" per plans.
- B. Concrete for footings are specified in section 03-3000.

1.02 SUBMITTALS

- A. Product Data: Provide data on fencing, posts, accessories, fittings, and hardware for all railings.
- B. Shop Drawings: Indicate plan layout, spacing of components, post foundation dimensions, hardware anchorage, and schedule of components for all railings.
- C. Project Record Documents: Accurately record actual locations of property perimeter posts relative to property lines and easements.

1.03 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than three years of documented experience.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Steel material for railing framework (i.e. tubular pickets, rails and posts), shall be galvanized prior to forming in accordance with the requirements of ASTM A653/A653M, with minimum yield strength of 45,000 psi (310 MPa). The steel shall be hot-dip galvanized to meet the requirements of ASTM A653/A653M with a minimum zinc coating weight of 0.90 oz/ft² (276 g/m²), Coating Designation G-90.
- B. Material for steel railing posts shall be 3" square x 14 Ga. Tubing and be galvanized prior to forming in accordance with the requirements of ASTM A653/A653M, with minimum yield strength of 45,000 psi (310 MPa). The steel shall be hot-dip galvanized to meet the requirements of ASTM A653/A653M with a minimum zinc coating weight of 0.90 oz/ft² (276 g/m²), Coating Designation G-90.
- C. Material for mesh panels and frame shall be galvanized prior to forming in accordance with the requirements of ASTM A653/A653M, with minimum yield strength of 45,000 psi (310 MPa). The steel shall be hot-dip galvanized to meet the requirements of ASTM A653/A653M with a minimum zinc coating weight of 0.90 oz/ft² (276 g/m²), Coating Designation G-90.

2.02 FABRICATION

- A. Steel railings, posts and mesh shall be precut to specified lengths.

PART 3 EXECUTION

3.1 INSTALLATION

A. Fasten steel railings to concrete pavement in accordance with the plans.

3.2 CLEANING

A. The contractor shall clean the jobsite of excess materials.

END OF SECTION

SECTION 32 9218
LANDSCAPE GRADING

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes spreading topsoil and providing finish grade for final landscaping and seeding. Import topsoil as required to meet project requirements.

PART 2 – PRODUCTS

2.01 TOPSOIL

- A. In accordance with Section 31 1000 – Soil Materials.

2.02 SOURCE QUALITY CONTROL

- A. Topsoil material shall consist of material complying with the specifications contained herein. Existing and re-used topsoil shall be tested and amended as necessary to comply with specifications.
- B. If testing and analysis indicate topsoil materials do not meet specified requirements, amend material and retest.
- C. Provide materials of each type from same source throughout the Work.

PART 3 – EXECUTION

- A. Verify earthwork and site grading has been completed and inspected.
- B. Verify sub-grade has been contoured and compacted.

3.01 SUBGRADE PREPARATION

- A. Eliminate uneven areas and low spots.
- B. Remove debris, roots, branches, stones, in excess of ½ inch in size. Remove subsoil contaminated with petroleum products.
- C. Scarify surface to depth of 3 inches where topsoil is scheduled. Scarify in areas where equipment used for hauling and spreading topsoil has compacted subsoil.

3.02 PLACING TOPSOIL

- A. Place topsoil in areas where seeding and landscaping is required to a thickness of 4 inches or as indicated on the plans. Place topsoil during dry weather.
- B. Fine grade topsoil to eliminate rough or low areas. Maintain profiles and contour of sub-grade.
- C. Remove roots, weeds, rocks, and foreign material while spreading.
- D. Manually spread topsoil close to existing vegetation to prevent plant damage.
- E. Leave stockpile area and site clean and raked, ready to receive seeding.

3.05 TOLERANCES

- A. Top of Topsoil: Plus or minus ½ inch.

3.06 PROTECTION

- A. Protect landscaping and other features remaining as final work.

3.07 CLEAN-UP

- A. Remove all excess materials and debris from Owner's property.

END OF SECTION

SECTION 32 9219

SEEDING

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes the following:
 - 1. Soil preparation.
 - 2. Lawn seed mixtures for permanent seeding, mulching, fertilizing and maintenance until final acceptance.

1.02 DEFINITIONS

- A. Weeds: Include Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

1.03 SUBMITTALS

- A. Seed vendor's certified statement for each seed mixture required, stating botanical and common name, percentage by weight, percentages of purity, germination, weed seed for each grass seed species, and bagging date.
- B. Fertilizer and herbicide manufacturer's product and application data.

1.04 QUALITY ASSURANCE

- A. Provide seed mixture in containers showing percentage of seed mix, year of production, net weight, date of packaging, and location of packaging.
- B. Time of seeding: Sow lawn seed between April 1 and May 31 or September 1 and October 31, or as otherwise approved in writing by the Director's Representative.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver seed mixture in sealed containers showing seed vendor's name and seed analysis by weight. Seed in damaged packaging is not acceptable.
- B. Deliver fertilizer and herbicide in waterproof bags showing weight, chemical analysis, and name of manufacturer.
- C. Store all products in a cool, dry and secure location.

PART 2 – PRODUCTS

2.01 SEED MIXTURE

- A. Provide fresh, clean, new-crop seed mixed in the proportions specified for species and variety, and conforming to state and federal standards.
- B. Acceptable material in a seed mixture other than pure live seed consists of nonviable seed, chaff, hulls, live seed of crop plants and inert matter. The percentage of weed seed shall not exceed 0.1% by weight.
- C. Lawn Seed Mix: Tri-Plex Shade by Lofts
 - Ram 1 Kentucky Bluegrass: 40 percent.
 - Palmer Perennial Ryegrass: 20 percent
 - Jamestown Chewings Fescue: 40 percent.

2.02 SOIL MATERIALS

- A. Topsoil: As specified in Section 31 1000 and in accordance with planting plans.

2.03 ACCESSORIES

- A. Mulching Material: Oat or wheat straw, free from weeds, foreign matter detrimental to plant life, and dry. Hay or chopped cornstalks are not acceptable.
- B. Fertilizer: Complete fertilizer of neutral character, with some elements derived from organic sources and containing the following percentages of available plant nutrients: 1:2:1 ratio, 5% total nitrogen, 10% phosphoric acid, and 5% soluble potash.
- C. Herbicide: Apply a pre-emergent herbicide to the installed topsoil. Apply a post-emergent herbicide when weed infestation exceeds 5% of any planted lawn area. Reapply post-emergent herbicide application until weeds are eradicated.
- D. Water: Clean, fresh and free of substances or matter which could inhibit vigorous growth of lawn or wildflowers.
- E. Tackifier: Natural Organic Bio-Degradable Tackifier. Tackifier shall consist of one primary hydrocolloid organic active ingredient which makes up at least 65% of the total formulation or a proven/approved inorganic equal. Tackifier shall be nontoxic and contain no germination or growth inhibiting factors. "Ecotak" as manufactured by Eastern Products, Inc. 1162 Sycamore Lane, Mahwah, NJ 07430, (201) 934-5050, or approved organic equal.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that prepared topsoil is true to grade, has been rolled and is ready to receive the work of this section. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

3.02 PRE-TREATMENT

- A. After the areas required to be seeded have been brought to the required subgrade, apply pre-emergent herbicide per manufacturer's instructions. Remove debris and stones larger than 1/2 inch.

3.03 FERTILIZING

- A. Apply fertilizer to lawn seed areas in accordance with manufacturer's instructions and according to soil test recommendations. More frequent applications at a lower rate are more desirable. Water all fertilizers after application.
- B. Apply after smooth raking of topsoil and prior to roller compaction.
- C. Do not apply fertilizer at same time or with same machine as will be used to apply seed.
- D. Mix thoroughly into upper 2 inches of topsoil.
- E. Lightly water to aid the dissipation of fertilizer.

3.04 SEEDING

- A. Apply seed at rates specified evenly in two intersecting directions in areas as indicated on the plans. Rake seed lightly into top 1/8 inch of soil.
- B. Do not seed areas in excess of that which can be mulched on same day.
- C. Do not sow immediately following rain, when ground is too dry, or during windy periods.
- D. Roll seeded area with roller not exceeding 112 lbs.
- E. Immediately following seeding and compacting, apply mulch to a thickness of not less than 1" loose measurement. Maintain clear of shrubs and trees.

- F. Apply water with a fine spray immediately after each area has been mulched. Saturate the top 4 inches of soil. Apply tackifier in accordance with manufacturer's recommendations.

3.05 SEED PROTECTION

- A. Identify seeded areas and take necessary precautions to minimize traffic in seeded areas.
- B. Protect seeded areas against erosion by spreading specified mulch after completion of seeding operations. Spread uniformly to form a continuous blanket not less than 1" loose measurement over seeded areas. Apply tackifier to securely hold in place the mulch. Apply a minimum ratio of 75 lbs. tackifier/2,000lbs. of mulch.

3.06 MAINTENANCE

- A. Water to prevent seed and soil from drying out.
- B. Topdress surface to remove minor topsoil depressions or irregularities.
- C. Control growth of weeds. Apply herbicides in accordance with manufacturer's instructions. Remedy damage resulting from improper use of herbicides.
- D. Immediately re-seed areas which show bare spots.
- E. Protect seeded areas with warning signs during maintenance period.

3.07 CLEAN-UP

- A. Remove all excess materials and debris from the Owner's property.

3.08 INSPECTION AND ACCEPTANCE

- A. The Contractor is responsible for the establishment and proper care of a stand of grass over the entire seeded areas. Final acceptance of seeded areas will be granted when a uniform stand of grass is obtained. An acceptable stand of grass is one in which 98% coverage is obtained.
- B. A minimum maintenance period is required. The maintenance period shall extend until 98% coverage is obtained.

END OF SECTION

SECTION 32 9222
LANDSCAPE PLANTING

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes the following:
 - 1. Furnish and install new deciduous tree, shrub, groundcover and bulb plantings and accessories.
 - 2. Maintenance until final acceptance.

1.02 DEFINITIONS

- A. Weeds: Include Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.
- B. Plants: Living trees, plants, and ground cover specified in this Section.

1.03 SUBMITTALS

- A. Submit list of plant sources, data for fertilizer and other amendments.
- B. Operation and Maintenance Data: include pruning objective, types and methods; types, application, frequency and recommended coverage of fertilizer.

1.04 QUALITY ASSURANCE

- A. Nursery Qualifications: Company specializing in growing and cultivating the plants with eight years documented experience.
- B. Installer Qualifications: Company specializing in installing and planting the plants with five years documented experience and approved by nursery.
- C. Maintenance Services: Performed by Installer.

1.05 REGULATORY REQUIREMENTS

- A. Comply with regulatory agencies for fertilizer and herbicide composition.
- B. Plant Materials: Certified by state department of agriculture described by ASTM Z60.1; free of disease or hazardous insects.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Protect and maintain plant life until planted.
- B. Deliver plant life materials immediately prior to placement. Keep plants moist.
- C. Plant material which has been damaged by delivery, storage or handling will be rejected.

1.07 ENVIRONMENTAL REQUIREMENTS

- A. Do not install plant life when ambient temperatures may drop below 35 degrees F or rise above 90 degrees F.
- B. Do not install plant life when wind velocity exceeds 30 mph.

1.08 WARRANTY

- A. Warranty: Include coverage for one year beginning at Date of Substantial Completion. Replace dead or unhealthy plants as directed by Owner's Representative.
- B. Replacements: Plants of same size and species as specified, planted in the next growing season, with a new warranty commencing on date of replacement.

PART 2 – PRODUCTS

2.01 PLANTS

- A. Planting Stock:
 - 1. All plants shall be true to type and name in accordance with the latest edition of Standardized Plant Names, official code of the American Joint Committee on Horticulture Nomenclature, and each bundle or each plant, when not tied in bundles, shall be labeled properly.
 - 2. All plants shall have a well-branched, vigorous and balanced root and top growth and, unless otherwise specified, shall be No. 1 Grade conforming to “American Standard for Nursery Stock” of the American Association of Nurserymen (AAN). They shall be free from disease, injurious insects, mechanical wounds, broken branches, decay or any other defect. Trees shall have reasonably straight trunks with well-balanced tops and a single leader. Deciduous plants, other than those specified as container grown, shall be dormant.
- B. Trees: Species, size and variety identifiable in plant schedule shown on the plans, grown in climatic conditions similar to those in locality of the Work.
- C. Caliper trees up to 4 inches in caliper at a point 6 inches above the ground. Caliper trees 4 inches and over in caliper 12 inches above the ground.
- D. Supply trees which have been transplanted or root pruned in a uniform circle of 360 degrees about the root system at least once in interval of from one to three years prior to date of this contract.
- E. Provide balled and burlapped plants from soil that will hold a firm natural ball. Do not prune plants before delivery.

2.02 PLANTING SOIL MATERIALS

- A. Planting Soil: The same material as Topsoil, as specified in Section 31 1000.

2.03 SOIL AMENDMENT MATERIALS

- A. If soil tests indicate soil amendment, apply soil conditioners/fertilizers to amend soil to specified conditions.
- B. Peat Moss: Shredded, loose, sphagnum moss; free of lumps, roots, inorganic material or acidic materials; minimum of 85 percent organic material measured by oven dry weight, pH range of 4 to 5; moisture content of 30 percent.
- C. Water: Clean, fresh, and free of substances or matter which could inhibit vigorous growth of plants.

2.04 MULCH MATERIALS

- A. Mulching Material: Double ground hardwood bark mulch, free of growth or germination inhibiting ingredients and deleterious materials. Suitable for top dressing of trees and plant beds. In accordance with NYSDOT specification section 713.05, type D. Dyed and raw wood chips are not acceptable.

2.05 SOURCE QUALITY CONTROL AND TESTS

- A. Provide testing and analysis of imported topsoil.
- B. Analyze to ascertain percentage of nitrogen, phosphorus, potash, soluble salt, organic matter and pH value.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that finish grades have been prepared and are ready to receive work.
- B. Percolation Test: Prior to planting, saturate plant pits with water to test drainage. Notify Director's Representative of any drainage problems/concerns.

3.02 PREPARATION OF SUBSOIL

- A. Prepare subsoil to eliminate uneven areas. Maintain profiles and contours. Make changes in grade gradual. Blend slopes into level areas.
- B. Remove foreign materials, weeds and undesirable plants and their roots. Remove contaminated subsoil.
- C. Scarify subsoil to a depth of 3 inches (75 mm) where plants are to be placed. Repeat cultivation in areas where equipment, used for hauling and spreading topsoil, has compacted subsoil.
- D. Dig pits and beds 12 inches (300 mm) larger than plant root system.

3.03 PLACING TOPSOIL

- A. Mix the following soil amendments with topsoil at the rates specified. Delay mixing of fertilizer if planting will not follow the placing of topsoil within a few days. 3.5 bushels of peat moss per cubic yard of topsoil and 1.25 lbs. of fertilizer per cubic yard of topsoil.
- B. Install amended topsoil intended for plant root balls, as specified on the plans.

3.04 FERTILIZING

- A. Apply fertilizer in accordance with manufacturer's instructions.
- B. Lightly water to aid the dissipation of fertilizer.

3.05 PLANTING

- A. Place plants for best appearance for review and final orientation by Saratoga Associates.
- B. Set plants vertical.
- C. Remove non-biodegradable root containers.
- D. Set plants in pits or beds, partly filled with prepared plant mix, at a minimum depth of 6 inches (150 mm) under each plant. Remove burlap, ropes, and wires from the root ball.
- E. Saturate soil with water when the pit or bed is half full of topsoil and again when full.

3.06 TREE PRUNING

- A. Perform pruning of trees as recommended in ANSI A300.
- B. Prune newly planted trees as required to remove dead, broken, and split branches.

3.07 FIELD QUALITY CONTROL

- A. When landscape work is completed, including maintenance, Owner's representative will make an inspection to determine acceptability. When inspected work does not comply with requirements, replace rejected work and continue specified maintenance until reinspected by Owner's representative and found to be acceptable. Remove rejected plants and materials promptly from the site.
- B. Plants will be rejected if a ball of earth surrounding roots has been disturbed or damaged prior to or during planting.
- C. End of Warranty Inspection: Remove and replace all dead, unhealthy or badly impaired plants according to original specification, if so directed by the Owner's representative. Replace planting during the next planting season if conclusion of warranty period is not within planting season.

3.08 MAINTENANCE

- A. Furnish maintenance until end of one year warranty period.
- B. Irrigate sufficiently to saturate root system and prevent soil from drying out.
- C. Remove dead or broken branches and treat pruned areas or other wounds.
- D. Neatly trim plants where necessary.
- E. Immediately remove clippings after trimming.
- F. Water to prevent soil from drying out.
- G. Control growth of weeds. Apply herbicides in accordance with manufacturer's instructions.
- H. Control insect damage and disease. Apply pesticides in accordance with manufacturer's instructions.
- I. Remedy damage from use of herbicides and pesticides.
- J. Maintain wrappings, guys, turnbuckles, and stakes. Adjust turnbuckles to keep guy wires tight. Repair or replace accessories when required.

END OF SECTION

SECTION 33 1300
STORMWATER MANAGEMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Furnish and install storm drainage piping, fittings, and accessories.
- B. Furnish and install area drains.
- C. Furnish and install flared end sections.

1.02 REFERENCES

- A. AASHTO M294 – Specification for Corrugated Polyethylene Drainage Tubing, 12” Through 48” Diameters.
- B. ASTM A48 - Cast iron frames and grates.
- C. ASTM A615 - Steel bar reinforcement for pre-cast concrete catch basins.
- D. ASTM D1056 – Specification for Flexible Cellular Materials – Sponge or Expanded Rubber.
- E. ASTM D3350 - Standard Specifications for polyethylene plastic pipe and fittings.
- F. ASTM D2321 - Recommended Practice for Underground Installation of Flexible Thermoplastic Sewer Pipe.
- G. ASTM C150 - G-mat specification for pre-cast concrete catch basins and manholes.
- H. NYSDOT Standard Specifications (latest edition), Section 706-13 – Perforated Corrugated Polyethylene Underdrain Tubing.
- I. NYSDOT Standard Specifications (latest edition), Section 706-14 – Corrugated Polyethylene Storm Drain Pipe.

1.03 SUBMITTALS FOR REVIEW

- A. Product Data: Submit manufacturer’s technical product data for all storm sewer pipe materials and fittings.
- B. Shop Drawings: Submit shop drawings for all area drains, underground stormwater cistern and dry well, showing all materials, structure sizes, pipe sizes, all rim and invert elevations, and any other pertinent information.
- C. Record Drawings: At project closeout, submit as-built drawings of installed storm sewer system.

1.04 REGULATORY REQUIREMENTS

- A. Plumbing Code Compliance: Conform to applicable portions of the National Standard Plumbing Code pertaining to selection and installation of storm sewer system's materials and products.
- B. The Contractor and all subcontractors must comply with the terms of the SWPPP.

1.05 COORDINATION

- A. Coordinate work of this section with any and all other underground utility work.

1.06 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Firms regularly engaged in manufacture of storm sewer system's products of types, materials and sizes required, whose products have been in satisfactory use in similar service for not less than five years.
- B. Installer's Qualifications: Firm with at least three years of successful installation experience on projects with storm sewer work similar to that required for project.

PART 2 PRODUCTS

2.01 PIPING AND ACCESSORIES

- A. The prescribed sizes of pipe are nominal inside diameters. Pipes shall be of the size and lengths indicated on the plans.
- B. Storm Sewer Pipe (solid wall): Double wall, smooth interior, corrugated exterior High Density Polyethylene Pipe and fittings (HDPE): Shall be high density, corrugated exterior, smooth interior polyethylene pipe in accordance with AASHTO M294 and section 706-14 of the NYSDOT Standard Specifications. Coupling bends shall cover at least one full corrugation on each section of pipe. Where watertight fittings are required, use pipes with molded couplings and "O" ring gaskets.
- C. Underdrain Pipe (4" perforated wall): Double wall, smooth interior, corrugated exterior, High Density Polyethylene Pipe and fittings (HDPE): Shall be high density, corrugated exterior, smooth interior polyethylene pipe in accordance with AASHTO M294 and section 706-14 of the NYSDOT Standard Specifications. Coupling bends shall cover at least one full corrugation on each section of pipe. Where watertight fittings are required, use pipes with molded couplings and "O" ring gaskets.

2.02 AREA DRAINS

- A. Area Drains: Nyloplast drain basins with PVC body and cast iron frame and grates. Sized as indicated on the plans. Manufactured by Advanced Drainage Systems (ADS), or approved equal.

2.03 FLARED END SECTIONS

- A. Of the same material and size of the storm pipe and as indicated on the plans.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate is ready to receive work and that the excavations, dimensions, and elevations are as indicated on the drawings.

3.02 PREPARATION

- A. Hand trim excavations to required elevations. Correct over excavation with fine aggregate.
- B. Remove large stones or other hard matter that could damage piping or impede consistent backfilling or compaction.

3.03 INSTALLATION OF PIPE AND PIPE FITTINGS

- A. Install pipe, fittings, and accessories in accordance with governing authorities having jurisdiction, and manufacturer's instructions. Seal joints silt tight.

- B. Inspect piping before installation to detect apparent defects. Extreme care shall be taken in the handling of pipe and appurtenances. Under no circumstances shall such material be dropped, rolled or skidded against another pipe. All slings, hooks, and pipe tongs shall be padded and used in such a manner to prevent damage to the pipe. Handling pipe from the interior pipe wall is prohibited. Mark defective materials with white paint and promptly remove from site.
- C. All pipe bedding, haunching and initial backfill materials shall have optimum moisture content suitable for proper compaction. Pipe haunch material shall be manually compacted and the initial backfill shall be mechanically compacted.
- D. Lay pipe beginning at low point of system, true to grades and alignment indicated, with unbroken continuity of invert. Contractor shall use a low intensity mobile laser for pipe alignment and grade. The laser must be set up to emit a beam of light through the pipe being installed. The use of a mechanical blower (designed for pipe lines) is required on all runs over 100' long. Using a level to check the elevation of the pipe at various locations is highly recommended. Maximum variation from true slope of 1/8 inch in 10 feet.
- E. Place bell ends or groove ends of piping facing upstream.
- F. Install initial backfill at sides and over top of pipe and compact. Provide final backfill in 6" lifts compacted to 95 percent maximum density.
- G. When required, install gaskets in accordance with manufacturer's recommendations including the use of lubricants, cements and other special installation requirements.
- H. Cleaning Pipe: Clear interior of piping of dirt and other superfluous material as work progresses. Maintain swab or drag line and pull past each joint as it is completed. In large, accessible piping, brushes and brooms may be used for cleaning.
- I. Place plugs in ends of uncompleted conduit at end of day or whenever work stops.
- J. Flush lines between drainage structures, if required, to remove collected debris.
- K. Interior Inspection: Inspect piping to determine whether line displacement or other damage has occurred.
 - 1. Make inspections after lines between drainage structures have been installed and approximately 2' of backfill is in place, and again at completion of project.
 - 2. If inspection indicates poor alignment, debris, displaced pipe, infiltration or other defects, correct such defects, and re-inspect.

3.04 INSTALLATION OF AREA DRAINS

- A. Form bottom of excavation clean and smooth to correct elevation. Install base aggregate to the depths and elevations indicated on the plans. Set drainage structures level and plumb and secure unto base aggregate.
- B. Establish rim and invert elevations for inlets and outlets as indicated.
- C. Mount lid and frame level onto pvc body to finish grade elevation.

3.05 INSTALLATION OF FLARED END SECTIONS

- A. Form bottom of excavation clean and smooth to correct elevation. Install bedding material to the depths and elevations indicated on the plans. Set flared end sections level and plumb and secure unto base aggregate.

3.06 TOLERANCES

- A. Lay pipe to alignment and slope gradients noted on drawings; with maximum variation from true slope of 1/8 inch in 10 feet.

3.07 BACKFILLING

- A. Conduct backfill operations of open-cut trenches closely following laying, jointing and bedding of pipe, and after initial inspection and testing are completed.
- B. All piping and drainage structures shall be backfilled as per Section 31 2200.

3.08 FIELD QUALITY CONTROL

- A. Notify the Owner's Representative 48 hours in advance of testing procedures. Provide all necessary testing apparatus. Prevent separation and displacement of piping during testing operation and take necessary safety precautions.
- B. Conduct all tests in the presence of the Director's Representative or the authority/agency having jurisdiction, as may be required. All sections of piping that fail to pass the specified tests shall have the defects located and repaired or replaced and re-tested until passable, at the contractor's expense.
- C. Thoroughly clean and flush all sewers prior to testing. The following visual test is to be performed prior to final Acceptance: When shining a light at one end of a length of pipe, the full diameter must be visible from the other end, with no intermediate obstructions.
- D. The tests shall be performed prior to placement of pavement or other construction, which may, in the opinion of the Director's Representative, be detrimentally affected by excavation required for repairs.
- E. The tests shall be performed only after the backfill has been in place and compacted to its full depth. Prior to testing, the contractor shall submit details of his testing procedures with a description of methods and equipment he proposes to use to the Director's Representative for approval.
- F. If tests indicate Work does not meet specified requirements, remove Work, replace and re-test.

3.09 PROTECTION

- A. Protect pipe and aggregate cover from damage or displacement until backfilling operation is in progress.

3.10 CLEAN-UP

- A. Remove all excess materials and debris from work of this section.

END OF SECTION

SECTION 33 1500

WATER SUPPLY

PART 1 - GENERAL

1.01 SECTION INCLUDES:

- A. Furnish and install 1" domestic cold water service pipe, fittings and appurtenances.
- B. Furnish and install frost free sanitary yard hydrant.
- C. Trench excavation and backfill is specified in section 31 2200.

1.02 REFERENCES:

- A. ASTM D1557 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures (modified proctor).
- B. AWWA C901 - ADS potable water service pipe and fittings (SIDR 15).
- C. AWWA C500 - Gate Valves, 2 through 48 in. NPS, for Water and Sewage Systems.
- D. AWWA C550 – Fusion epoxy coated surfaces.

1.03 SUBMITTALS:

- A. Product Data: Contractor shall submit manufacturer's technical product data and installation instructions for all pipe materials, pipe fittings, valves and accessories.
- B. Record Drawings: At project closeout, contractor shall submit as-built drawings of installed water line and appurtenances. Record actual locations of piping, valves, connections and invert elevations.
- C. Manufacturer's Certificate: Contractor shall certify that all products of this section meet or exceed specified requirements.
- D. Contractor shall identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

1.04 REGULATORY REQUIREMENTS:

- A. Comply with all local and state water supply permits and/or approval requirements.
- B. Plumbing Code Compliance: Conform to applicable portions of the National Standard Plumbing Code and local codes pertaining to selection and installation of water supply system's materials and products.

1.05 QUALITY ASSURANCE:

- A. All materials and construction methods for work of this section shall comply with details and specifications set forth by the NYSDEC, NYSDOH, and the AWWA standards.
- B. Valves: Manufacturer's name and pressure rating marked on valve body.

1.06 DELIVERY, STORAGE, AND HANDLING:

- A. Extreme care shall be taken in the handling of pipe and appurtenances. Under no circumstances shall such material be dropped, rolled or skidded against another pipe. All slings, hooks or pipe tongs shall be used in such a manner to prevent damage of the pipe. Handling pipe from the interior pipe wall is prohibited.
- B. Deliver and store valves in shipping containers with labeling in place.

PART 2 - PRODUCTS

2.01 WATER PIPE:

- A. ADS potable water service pipe and fittings (SIDR 15) shall meet the requirements of

ASTM D2239, AWWA C901 and NSF standards 14 and 61. Pipe dimensions shall meet Iron Pipe Size (IPS) standards.

- B. Pipe material shall be high-density polyethylene conforming to the minimum requirements of cell classification 345464C as defined and described in ASTM D3350.
- C. Disinfection and sampling tap shall use 3/4" Type K copper tubing, annealed, conforming to ASTM B88. The active chlorine content of disinfecting solutions shall not exceed 12%. All disinfecting solutions shall be flushed from all lines within the system.

2.03 FROST-FREE YARD HYDRANT

- A. **MODEL:**
Subject to compliance with provisions of this sections, backflow protected, automatic draining, frost-free yard hydrant shall be Model S3 Backflow Protected Automatic Draining Freezeless Sanitary Yard Hydrant, as manufactured by Woodford Manufacturing Company, 2121 Waynoka Road, Colorado Springs, Colorado 80915, (800) 621-6032, www.woodfordmfg.com, or an approved equal.
- B. **DESCRIPTION:**
Hydrant shall be model S3, suitable for potable water, with a 5' bury depth. Model shall include a reservoir below frost line and a diverter spout.

2.04 PIPE BEDDING, HAUNCH AND FILL MATERIALS:

- A. As specified in Section 31 1100 and as indicated on the drawings.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Verify that trench cut is ready to receive work and excavations, dimensions, and elevations are as indicated on the drawings.
- B. Verify that the park water main size, location, and invert are as indicated. Notify the Owner's Representative immediately if field conditions vary substantially from the Contract Documents.

3.02 PREPARATION:

- A. Cut pipe ends square, ream pipe and tube ends to full pipe diameter, remove burrs.
- B. Remove scale and dirt on inside and outside before assembly.
- C. Prepare pipe connections to equipment with flanges or unions.

3.03 BEDDING:

- A. Excavate pipe trench in accordance with Section 31 2200. Hand trim excavation for accurate placement of pipe to elevations indicated.
- B. Form and place concrete for pipe thrust restraints at any change of pipe direction. Place concrete to permit full access to pipe and pipe accessories.
- C. Place pipe bedding at trench bottom, level fill materials in one continuous layer not exceeding the capability of the compaction equipment. Compact to 95% max. density.
- D. Backfill around sides and to top of pipe with cover fill, tamp in place and compact to 95 percent maximum density.
- E. Maintain suitable moisture content of bedding and backfill material to attain required compaction density.

3.04 INSTALLATION OF PIPE AND PIPE FITTINGS:

- A. All water pipe shall have a minimum of 5' of cover.

- B. Maintain vertical and horizontal separation of water mains in accordance with the following:
 - 1. Horizontal separation - Whenever possible, water lines should be laid at least 10 Feet (edge to edge) from any existing or proposed sewer. Should local conditions prevent this lateral separation, a water line may be laid closer if;
 - a) It is in a separate trench.
 - b) It is laid in the same trench as the sewer and located on a bench of undisturbed earth. In either case, the elevation of the crown of the sewer is at least 18 inches below the bottom of the water main.
 - 2. Vertical separation - Whenever water lines must cross a sewer, the water line shall be laid at such an elevation that the outside of the sewer pipe is at least 18" from the outside of the water line. One full length of water line should be centered over the sewer so that both ends will be as far from the sewer as possible. Special structural support for the water and sewer pipes may be required.
- C. All water lines and appurtenances shall be installed in a dry trench. Under no circumstances shall ground water be allowed to enter the water line. When construction is not in progress, the open ends of the pipe shall be closed by a watertight plug or cap.
- D. Install pipe to allow for expansion and contraction without stressing pipe or joints.
- E. Install access fittings to permit disinfection of water system.
- F. Form and place concrete for thrust restraints at each elbow or change of direction of pipe main.
- G. When using retainer glands, any joint deflection should be taken prior to tightening any bolt. Deflection at any joint shall not exceed 3 degrees.
- H. Backfill trench in accordance with Section 31 2200.

3.05 YARD HYDRANT:

- A. Install as per manufacturer's recommendations and in accordance with the plans.

3.06 CLEAN-UP:

- A. Clean-up and remove all excess materials and debris as a result of work of this section, from the Owner's property.

END OF SECTION

SECTION 33 1600
DISINFECTION OF WATER SUPPLY

PART 1 - GENERAL

1.01 SECTION INCLUDES:

- A. Disinfection and pressure testing of the water supply system.
- B. Testing and reporting results.

1.02 REFERENCES:

- A. AWWA (American Waterworks Association) B300 - Standard for Hypochlorites.
- B. AWWA (American Waterworks Association) B301 - Standard for Liquid Chlorine.
- C. AWWA (American Waterworks Association) B302 - Standard for Ammonium Sulfate.
- D. AWWA (American Waterworks Association) B303 - Standard for Sodium Chlorite.
- E. AWWA (American Waterworks Association) C600 - Installation of Ductile-Iron Water Mains and Their Appurtenances.
- F. AWWA (American Waterworks Association) C651 - Standards for Disinfecting Water Mains.

1.03 SUBMITTALS:

- A. Test Reports: Indicate results comparative to specified requirements.
- B. Certificate: Certify that cleanliness of water distribution system meets or exceeds specified requirements.

1.04 PROJECT RECORD DOCUMENTS:

- A. Disinfection Report:
 - 1. Type and form of disinfectant used.
 - 2. Date and time of disinfectant injection start and time of completion.
 - 3. Test locations.
 - 4. Name of person collecting samples.
 - 5. Initial and 24 hour disinfectant residuals (quantity in treated water) in ppm for each outlet tested.
 - 6. Date and time of flushing start and completion.
 - 7. Disinfectant residual after flushing in ppm for each outlet tested.
- B. Bacteriological Report:
 - 1. Date issued, project name, and testing laboratory name, address, and telephone number.
 - 2. Time and date of water sample collection.
 - 3. Name of person collecting samples.
 - 4. Test locations.
 - 5. Initial and 24 hour disinfectant residuals in ppm for each outlet tested.
 - 6. Coliform bacteria test results for each outlet tested.
 - 7. Certification that water conforms, or fails to conform, to bacterial standards of NYSDOH.

1.05 QUALITY ASSURANCE:

- A. Perform Work in accordance with AWWA C651.
- B. Maintain one copy of each document on site.
- C. Water Treatment Firm: Company specializing in disinfecting potable water systems specified in this section with minimum three years documented experience.
- D. Testing Firm: Company specializing in testing potable water systems, certified by the state of New York.
- E. Submit bacteriologist's signature and authority associated with testing.

PART 2 - PRODUCTS

2.01 DISINFECTION CHEMICALS:

- A. Chemicals: AWWA B300, Hypochlorite, AWWA B301, Liquid Chlorine, AWWA B302, Ammonium Sulfate, and AWWA B303, Sodium Chlorite.

PART 3 - EXECUTION

3.01 EXAMINATION:

- A. Verify that piping system has been cleaned, inspected, and pressure tested.
- B. Perform scheduling and disinfecting activity with start-up, water pressure testing, adjusting and balancing, demonstration procedures, including coordination with related systems.

3.02 EXECUTION:

- A. Provide and attach required equipment to perform the Work of this section.
- B. Introduce treatment into piping system.
- C. Maintain disinfectant in system for 24 hours.
- D. Flush, circulate, and clean until required cleanliness is achieved; use municipal domestic water.
- E. Replace permanent system devices removed for disinfection.
- F. Pressure test system to 200 psi. Repair leaks and re-test as necessary.
 - 1. After completion of the pipeline installation, including backfill, but prior to final connection to the existing system, conduct, in the presence of the Owner's Representative, concurrent hydrostatic pressure and leakage tests in accordance with AWWA C600.
 - 2. Provide all equipment required to perform the leakage and hydrostatic pressure tests.
 - 3. The test pressure shall be not less than 200 psi, or 50 psi in excess of maximum static pressure, whichever is greater.
 - 4. The hydrostatic test shall be at least a two-hour duration.
 - 5. No pipeline installation will be approved if the pressure varies by more than 5 psi during the duration of the hydrostatic pressure test.
 - 6. Before applying the test pressure, air shall be expelled completely from the section of piping under test. Corporation cocks shall be installed so that the air can be expelled as the pipeline is being filled with water. After all the air has been expelled, the corporation cocks shall be closed and the test pressure applied. At the conclusion of the tests, the corporation cocks shall be removed and plugged.

7. Slowly bring the piping to the test pressure and allow the system to stabilize prior to conducting the leakage test. Valves shall not be operated in either the opening or closing direction at differential pressures above the rated pressure.
8. All exposed piping, fittings, valves, hydrants, and joints shall be examined carefully during the hydrostatic pressure test. Any damage or defective pipe, fittings, valves, hydrants, or joints that are discovered following the pressure test shall be repaired or replaced with sound material at no cost to the Owner, and test shall be repeated to the satisfaction of the Architect/Engineer.
9. No pipeline installation will be approved if the leakage is greater than that determined by the following formula:

$$L = \frac{SD(P)^{1/2}}{133,200}$$

L = the allowable, in gallons per hour
 S = the length of pipe tested, in inches
 D = the nominal diameter of the pipe, in inches
 p = the average test pressure during the leakage test, in pounds per square inch (gauge)
10. If leakage exceeds the rate as determined in Paragraph 9 above, locate the source and make repairs as necessary to the satisfaction of the Owner's Representative.
11. The testing results shall be certified in writing to Hamilton College.

3.03 FIELD QUALITY CONTROL:

- A. Disinfection, Flushing, and Sampling:
 1. Disinfect the pipeline installation in accordance with AWWA C651, except that liquid chlorine shall not be used.
 2. Upon completion of the retention period required for disinfection, flush the pipeline until the chlorine concentration of water leaving the pipeline is no higher than that generally prevailing in the existing system or is acceptable for domestic use.
 3. Dispose of the chlorinated water in conformance with all Federal, State and Municipal laws, ordinances, rules, and regulations. If there is any possibility that the chlorinated discharge will cause damage to the environment, then a neutralizing chemical shall be applied to the chlorinated water to neutralize thoroughly the chlorine residual remaining in the water.
 4. After final flushing and *before* the pipeline is connected to the existing system, or placed in service, the Contractor shall employ an NYSDOH approved independent testing laboratory to sample, test and certify the water for conformance with the purity standards of the NYSDOH, the United States Environmental Protection Agency and the Federal Clean Water Act Health Standards. Laboratory results shall be forwarded to the Director's Representative.

END OF SECTION

SECTION 33 2000
ELECTRICAL CONDUIT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Installation of 2" dia. schedule 80 PVC conduit.
- B. Installation of Hand Holes.

1.02 REFERENCES

- A. National Electric Code, NFPA No. 70-1996.
- B. NYS Uniform Fire Prevention and Building Code.
- C. Underwriters Laboratory.
- D. Local Utility Standards.

1.03 SUBMITTALS

- A. Shop Drawings: Submit shop drawings for all components of specified site lighting.

1.04 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Firms regularly engaged in manufacture of products of types, materials and sizes specified, whose products have been in satisfactory use in similar service for not less than five (5) years.
- B. Installer's Qualifications: Firm with at least three years of successful installation experience on projects with work similar to that required.

PART 2 PRODUCTS

2.01 CONDUIT AND HANDHOLES

- A. 2" Schedule 80 PVC conduit.
- B. Plastic underground utility warning tape.
- C. Hand Holes: HDPE box, MODEL # 1730-24 as manufactured by old castle or approved equal. www.oldcastleinfrastructure.com

PART 3 EXECUTION

3.01 JOB CONDITIONS

- A. Verify that surfaces on which foundations are to be placed are level, smooth, clean, and otherwise ready to receive the work of this section. Do not proceed until unsatisfactory conditions are corrected.

3.03 CONDUIT AND HAND HOLES

- A. Install 2" schedule 80 PVC conduit and hand holes as indicated on the plans.

3.04 PROTECTION

- A. Protect work from damage. Repair or replace damaged equipment at no additional cost to the Owner.

END OF SECTION

SECTION 33 3000

SITE LIGHTING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Contractor shall furnish and install light poles, fixtures and concrete foundations (14).
- B. Contractor shall furnish and install electrical wiring, trenching, bedding and backfill. Hand holes and conduit are specified in section 33 2000.
- C. Contractor shall furnish and install connection to the existing transformer power source.

1.02 REFERENCES

- A. National Electric Code, NFPA No. 70-1996.
- B. NYS Uniform Fire Prevention and Building Code.
- C. Underwriters Laboratory.
- D. Local Utility Standards.

1.03 SUBMITTALS

- A. Shop Drawings: Submit shop drawings for all components of specified site lighting types.

1.04 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Firms regularly engaged in manufacture of products of types, materials and sizes specified, whose products have been in satisfactory use in similar service for not less than five (5) years.
- B. Installer's Qualifications: Firm with at least three years of successful installation experience on projects with work similar to that required.

PART 2 PRODUCTS

2.01 LIGHT POLES AND FIXTURES

- A. Light Poles: Style: "Charleston," 14' height, 4" diameter fluted pole with 0.25 wall, 12" round base, 3" O.D. X 3" LG. tenon, anchor bolts (galvanized steel) for mounting, black finish, with Receptacle at 158" at 0° orientation from hand hole, as manufactured by Holophane.
Specification: CH-A-14-F4J-12-P07-ABG-BK-R158A
- B. Fixtures: Granville Premier LED3 ("acorn"), P40 LED performance package, 40k color temp (4000 Series CCT), Auto-sensing voltage 120-277V, Modern housing, IES Type 5 Distribution with Lunar Optics, Black, No Cover, No Banding, Standard Finial, as manufactured by Holophane.
Specification GPD3-P40-40K-MVOLT-MS-GK5LU-BK-__-ST

2.02 CONDUCTORS

- A. Tin coated, soft drawn, annealed, solid copper conforming to ASTM 33 with 4/64" thick PVC insulation conforming to UL standard #43.

2.03 ACCESSORIES

- A. Concrete footing in accordance with Section 03 3000.
- B. Anchor bolts and template per manufacturer's recommendation.

- C. Underground utility warning tape.
- D. Conduit and hand holes specified in section 33 2000.

PART 3 EXECUTION

3.01 JOB CONDITIONS

- A. Verify that surfaces on which light fixtures are to be mounted are level, smooth, clean, and otherwise ready to receive the work of this section. Do not proceed until unsatisfactory conditions are corrected.

3.02 CONCRETE BASES

- A. Comply with Section 03 3000 and as indicated on the drawings. Concrete bases shall have a smooth finish on exposed surfaces. Excavation shall be kept to a minimum size to preserve soil bearing.

3.03 LIGHT POLES

- A. Install poles plumb, centered and square on concrete foundation. Follow manufacturer's instructions for mounting base, anchor bolts, and miscellaneous hardware. Access door to face away from sports court pavement.

3.04 FIXTURE AND LAMP

- A. Install LED fixtures to poles with mounting hardware per manufacturer specifications, one per pole. Install fixture plumb and square with pole.

3.05 PROTECTION

- A. Protect poles and fixtures from damage. Repair or replace damaged equipment at no additional cost to the Owner.

END OF SECTION