

PROJECT MANUAL

City of Plattsburgh:
Downtown Revitalization Initiative (DRI)
Arts Park



October 26, 2020

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

Project No. 18039.10

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 ARTS PARK
RECEIVING DATE AND TIME: 11:00 AM THURSDAY, NOVEMBER 19, 2020
OPENING DATE AND TIME: 11:10 AM THURSDAY, NOVEMBER 19, 2020

Owner: City of Plattsburgh
Office of Community Development
Attn: Matthew Miller, Director
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 November 19, 2020. 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.

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, Director
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.aspx>. 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 Wednesday November 4, 2020 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, November 11, 2020 for response via addendum.

Project work shall commence on or about April 15, 2021 with substantial completion expected August 20, 2021 and final completion of work expected September 3, 2021. Work may commence earlier if weather permits, provided any additional costs incurred due to frost conditions, etc. are borne by the contractor.

Please note: The dates contained herein are subject to change based on developments involving the COVID-19 pandemic and any associated restrictions on construction, non-essential gatherings, or associated guidelines. Dates will be updated via Addendum if needed.

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.

The City is required to make a "good faith effort" to provide contracting opportunities for both MBE and WBE subcontractors. As a result, bidders are encouraged to provide opportunities for NYS-certified minority-and women-owned businesses. The goal for this project is 30% MWBE participation. This applies overall to the DRI grant projects under the Streetscape and Riverfront Access projects, of which this park revitalization is one part. A GC bidding on the project, that happens to be an MBE or WBE, is acceptable and will fulfill the requirement for this project. Combinations are also acceptable and do not have to be an even 15%/15% split between MBE and WBE participants.

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 - GENERAL CONSTRUCTION**

TITLE: CITY OF PLATTSBURGH ARTS PARK
RECEIVING DATE AND TIME: 11:00 AM THURSDAY, NOVEMBER 19, 2020
OPENING DATE AND TIME: 11:10 AM THURSDAY, NOVEMBER 19, 2020

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

Date:

Submitted by:
(full name)

(full address)
.....

OFFER:**ITEM 1 – BID AMOUNT**

PAY			ESTIMATED		
ITEM NO.	PAY ITEM DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
1	GENERAL REQUIREMENTS	LS	1		
2	SURVEY AND STAKEOUT	LS	1		
3	MAINTENANCE AND PROTECTION OF TRAFFIC	LS	1		
4	SEDIMENT CONTROL FENCE	LF	235		
5	INLET PROTECTION	EA	1		
6	STABILIZED CONSTRUCTION ENTRANCE	EA	1		
7	EROSION CONTROL BLANKET	SY	375		
8	SITE DEMOLITION AND REMOVALS	LS	1		
9C	STRIP, STORE AND SPREAD TOPSOIL	CY	130		
10C	IMPORT FILL	CY	100		
11C	GRADING OPERATIONS	CY	500		
12	FILTRATION GEOTEXTILE	SY	555		
13	STABILIZATION GEOTEXTILE	SY	760		

PAY			ESTIMATED		
ITEM NO.	PAY ITEM DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
14	CU STRUCTURAL SOIL	CY	12		
15C	NYSDOT TYPE 2 SUBBASE MATERIAL	CY	225		
16C	NYSDOT # 2 CRUSHED STONE	CY	185		
17	NYSDOT # 1B CRUSHED STONE	CY	13		
18	CONCRETE PAVEMENT-PEDESTRIAN	SY	700		
19	CONCRETE PAVEMENT-VEHICULAR	SY	205		
20	PERMEABLE CONCRETE PAVERS	SY	375		
21	GRANITE CURBING	LF	500		
22	CONCRETE STAIRS AND CHEEKWALLS	LS	1		
23	MODULAR BLOCK WALL	LF	540		
24	METAL HANDRAILS	LF	140		
25	SITE FURNISHINGS-TRASH/RECYCLE	EA	2		
26	SITE FURNISHINGS-BENCH	EA	13		
27	SITE FURNISHINGS-TABLES	EA	10		
28	LAWN ESTABLISHMENT	SY	300		
29	SHREDDED BARK MULCH	CY	35		
30	PLANTING-DECIDUOUS TREES	EA	5		
31	PLANTING-FLOWERING TREES	EA	9		
32	PLANTING-EVERGREEN TREES	EA	17		
33	PLANTING-SHRUBS	EA	205		
34	PLANTING-GROUNDCOVERS	EA	297		
35	BULBS	EA	600		
36	CONSTRUCTION SIGN	EA	1		
37	ALLOWANCE #1	ALLOW	1	\$10,000	\$10,000
		BID TOTAL, ITEMS 1-37			

Note: Payment Items listed above by Item Number with the suffix "C" are contingency Payment Items, and are not subject to the accuracy of quantities specified in paragraph 1.3.D of Section 01025.

Total to complete **General Construction** (Items 1-37):

.....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 Sum.

Included in the bid amount shall be a \$10,000 Field Allowance:

The City is required to make a "good faith effort" to provide contracting opportunities for both MBE and WBE subcontractors. As a result, bidders are encouraged to provide opportunities for NYS-certified minority-and women-owned businesses. The goal for this project is 30% MWBE participation. This applies overall to the DRI grant projects under the Streetscape and Riverfront Access projects, of which this park revitalization is one part. A GC bidding on the project, that happens to be an MBE or WBE, is acceptable and will fulfill the requirement for this project. Combinations are also acceptable and do not have to be an even 15%/15% split between MBE and WBE participants.

ITEM 2 - PROPOSED EQUIVALENTS

If the bidder proposes to use materials and equipment other than those specified, they shall list below any equivalents they proposes 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 August 20, 2021.

The following documents shall be submitted within seventy-two (72) hours of bid opening 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 – Arts Park

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 _____, 2020, and is still in full
force and effect on this _____ day of _____, 2020.

(SEAL OF THE CORPORATION)

Secretary

SECTION 00 4111**BID FORM – PLUMBING WORK**

TITLE: CITY OF PLATTSBURGH ARTS PARK
RECEIVING DATE AND TIME: 11:00 AM THURSDAY, NOVEMBER 19, 2020
OPENING DATE AND TIME: 11:10 AM THURSDAY, NOVEMBER 19, 2020

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

Date:

Submitted by:
(full name)

(full address)
.....

OFFER:**ITEM 1 – BID AMOUNT**

PAY			ESTIMATED		
ITEM NO.	PAY ITEM DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
1	GENERAL REQUIREMENTS	LS	1		
2C	TRENCH EXCAVATION AND BACKFILL	CY	250		
3C	PIPE BEDDING, HAUNCH & INITIAL BACKFILL	CY	100		
4	SMOOTH INTERIOR HDPE PIPE (10")	LF	43		
5	SMOOTH INTERIOR HDPE PIPE (8")	LF	151		
6	SMOOTH INTERIOR HDPE PIPE (6")	LF	47		
7	PERFORATED HDPE UNDERDRAIN (4")	LF	175		
8	AREA DRAINS	EA	5		
9	CLEANOUT	EA	1		
10	STORM SEWER CONNECTION	EA	2		
11	WATER SERVICE PIPE (1/2")	LF	80		
12	WATER SERVICE PIPE (1")	LF	10		
13	WATER SERVICE PIPE (2")	LF	160		

PAY			ESTIMATED		
ITEM NO.	PAY ITEM DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
14	PVC SLEEVES (2")	LF	30		
15	GATE VALVE (1/2")	EA	1		
16	GATE VALVE (1")	EA	1		
17	GATE VALVE (2")	EA	2		
18	DISINFECTION AND SAMPLING TAP	EA	1		
19	WATER SERVICE CONNECTION	EA	1		
20	DRINKING FOUNTAIN	EA	1		
21	FROST FREE YARD HYDRANT	EA	1		
22	SPLASH PAD – STREAM JET NO. 1	EA	6		
23	SPLASH PAD – STREAM JET NO. 2	EA	3		
24	SPLASH PAD – SIDE WINDER	EA	1		
25	SPLASH PAD – PLAYSAFE DRAIN	EA	1		
26	SPLASH PAD – FOOT ACTIVATOR	EA	1		
27	SPLASH PAD – LED LIGHT	EA	5		
28	SPLASH PAD – CONTROL CABINET	EA	1		
29	PVC DRAIN LINE (1/2")	LF	15		
30	PVC DRAIN LINE (3/4")	LF	60		
31	PVC DRAIN LINE (1 1/2")	LF	40		
32	PVC DRAIN LINE (2")	LF	35		
33	PVC DRAIN LINE (4")	LF	20		
34	PVC DRAIN LINE (8")	LF	20		
35	PVC SUPPLY LINES TO SPRAY FEATURES	LS	1		
36	CONNECTION TO SEWER MAIN	EA	3		
37	ALLOWANCE #1	ALLOW	1	\$5,000	\$5,000
		BID TOTAL, ITEMS 1-37			

Note: Payment Items listed above by Item Number with the suffix "C" are contingency Payment Items, and are not subject to the accuracy of quantities specified in paragraph 1.3.D of Section 01025.

Total to complete **Plumbing Work** (Items 1-37):

.....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 Sum.

Included in the bid amount shall be a \$5,000 Field Allowance:

The City is required to make a "good faith effort" to provide contracting opportunities for both MBE and WBE subcontractors. As a result, bidders are encouraged to provide opportunities for NYS-certified minority-and women-owned businesses. The goal for this project is 30% MWBE participation. This applies overall to the DRI grant projects under the Streetscape and Riverfront Access projects, of which this park revitalization is one part. A GC bidding on the project, that happens to be an MBE or WBE, is acceptable and will fulfill the requirement for this project. Combinations are also acceptable and do not have to be an even 15%/15% split between MBE and WBE participants.

ITEM 2 - PROPOSED EQUIVALENTS

If the bidder proposes to use materials and equipment other than those specified, they shall list below any equivalents they proposes 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 August 20, 2021.

The following documents shall be submitted within seventy-two (72) hours of bid opening 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 – Arts Park

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 _____, 2020, and is still in full force and effect on this _____ day of _____, 2020.

(SEAL OF THE CORPORATION)

Secretary

SECTION 00 4112

BID FORM – ELECTRICAL WORK

TITLE: CITY OF PLATTSBURGH ARTS PARK
RECEIVING DATE AND TIME: 11:00 AM THURSDAY, NOVEMBER 19, 2020
OPENING DATE AND TIME: 11:10 AM THURSDAY, NOVEMBER 19, 2020

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

Date:

Submitted by:
 (full name)

(full address)

OFFER:

ITEM 1 – BID AMOUNT

PAY			ESTIMATED		
ITEM NO.	PAY ITEM DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
1	GENERAL REQUIREMENTS	LS	1		
2C	TRENCH EXCAVATION AND BACKFILL	CY	100		
3C	6" SAND ENVELOPE	CY	25		
4C	UTILITY WARNING TAPE	LF	675		
5	LIGHTING FIXTURES AND POLES	EA	4		
6	BOLLARD LIGHT	EA	5		
7	LED IN GRADE LIGHTS	EA	5		
8	HAND HOLES	EA	4		
9C	2" PVC CONDUIT	LF	675		
10C	LIGHTING WIRING	LF	675		
11	CONNECTION TO POWER SOURCE	EA	4		
12C	CAST IN PLACE CONCRETE FOOTINGS	CY	5		
13	ALLOWANCE #1	ALLOW	1	\$5,000	\$5,000
		BID TOTAL, ITEMS 1-13			

Note: Payment Items listed above by Item Number with the suffix "C" are contingency Payment Items, and are not subject to the accuracy of quantities specified in paragraph 1.3.D of Section 01025.

Total to complete **Electrical Work** (Items 1-13):

.....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 Sum.

Included in the bid amount shall be a \$5,000 Field Allowance:

The City is required to make a "good faith effort" to provide contracting opportunities for both MBE and WBE subcontractors. As a result, bidders are encouraged to provide opportunities for NYS-certified minority-and women-owned businesses. The goal for this project is 30% MWBE participation. This applies overall to the DRI grant projects under the Streetscape and Riverfront Access projects, of which this park revitalization is one part. A GC bidding on the project, that happens to be an MBE or WBE, is acceptable and will fulfill the requirement for this project. Combinations are also acceptable and do not have to be an even 15%/15% split between MBE and WBE participants.

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<u>SPEC. SECTION</u>	<u>SPECIFIED ITEM</u>	<u>PROPOSED EQUIVALENT</u>
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Addendum No. _____ dated: _____

Addendum No. _____ dated: _____

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- 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 – Arts Park

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 _____, 2020, and is still in full
force and effect on this _____ day of _____, 2020.

(SEAL OF THE CORPORATION)

Secretary

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 best 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

Page 1 of 2

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:
***** FOR DMWBD USE ONLY *****		
<p><u>Please submit the Request for Waiver to the Program administering the Grant.</u></p> <p>(DOS PROGRAM ENTER NAME/CONTACT/ADDRESS)</p>	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® – 2017

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)

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement.

AIA Document A201®–2017, 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.

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

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:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- ☐ Not later than () calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

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 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

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

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

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

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

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

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

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 amount certified 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 of the amount certified 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 of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 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 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 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; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

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

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 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 Article 12 of AIA Document A201–2017, 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:

§ 5.3 Interest

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.)

_____ %

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(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 Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, 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.

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 A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

- .5 Drawings

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

- .6 Specifications

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

- .7 Addenda, if any:

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

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

- .8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

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

☐ Supplementary and other Conditions of the Contract:

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

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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)



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.

Init.

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ACD43070810

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: _____

e _____

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:

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

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

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 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)

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: _____

Name _____

and Title: _____

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

Signature: _____

e _____

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 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:

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

CONTRACTOR AS PRINCIPAL

Company: _____

(Corporate Seal)

SURETY

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® – 2017

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)

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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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 or proposal 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. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 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.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining

provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 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 retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and 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 the 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 suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, 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 suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building

information model, and each of their agents and employees.

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 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 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.

§ 2.3.2 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.

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

§ 2.3.4 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.

§ 2.3.5 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.

§ 2.3.6 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.

§ 2.4 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.

§ 2.5 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 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 default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for 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. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

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 its 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 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. 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 submit 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, subject to Section 15.1.7, 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. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be 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 notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative 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 approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 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

§ 3.5.1 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.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 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 14 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 that an equitable adjustment be made 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, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim 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 notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice 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 and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably 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, or fails to provide submittals in accordance with the approved 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 make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and 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 how 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 the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect 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 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.

§ 3.12.10.1 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 be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately 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 and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and 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.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the

time and in the form specified by the Architect.

§ 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, 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, or patching shall be restored to the condition existing prior to the cutting, fitting, or 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 construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its 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 and 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 the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with 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 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 an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the 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 that 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 Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 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.

§ 4.2 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.

§ 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 promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) 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

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 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 13.4.2 and 13.4.3, whether or not the 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, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 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 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 order 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 Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 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 the 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, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice 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 for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, 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 that the Contractor, by these Contract 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; 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 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 term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 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 any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its 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 or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has 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 notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work 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. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 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 that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor 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. The Contractor shall proceed promptly with changes in the Work, 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 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine 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 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .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, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 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.

§ 7.3.7 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.

§ 7.3.8 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 may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

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, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 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 (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended 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

§ 9.1.1 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.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent 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. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and 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 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, suppliers, or other persons or entities that 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 (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole 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 in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. 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. 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 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 suppliers 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 either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

§ 9.5.4 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 supplier 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 Contractor shall reflect such payment on its next Application 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 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 and suppliers

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 or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to 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 or provided by 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, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 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' 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 shutdown, 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; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and 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 the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the 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 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 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. 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 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, (3) a written statement that the Contractor knows of no 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, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and 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, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance 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 the lien, claim, security interest, or encumbrance, 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, corrected, 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 the 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;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a 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, a Subcontractor, or a Sub-subcontractor; 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 implement, 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 the owners and users of adjacent sites and utilities of the safeguards.

§ 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. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is 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, notice of the 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 and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. 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 notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's 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 the material or substance or who are to perform the task of removal or safe containment of the 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 by the amount of the Contractor's reasonable additional costs of shutdown, 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 hazardous 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 hazardous 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 reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances 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 reimburse the Contractor for all cost and expense thereby incurred.

§ 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 Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the

endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 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.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 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; (2) the Architect and Architect's consultants; and (3) Separate Contractors, 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 those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The

Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 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, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement 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 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

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, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before 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 any 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 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 2.5.

§ 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 of the Owner or Separate Contractors, whether completed or partially completed, 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, excluding that jurisdiction's choice of law rules. 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 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 the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 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.

§ 13.3.2 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 thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 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 tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 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 13.4.1, 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 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 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.

§ 13.4.4 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.

§ 13.4.5 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.

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

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties 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.

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, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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 reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work 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' 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 or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .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 reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner 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' 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 under 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 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 Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

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, a change in the Contract Time, 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. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the 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 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by 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 under this Section 15.1.3.1 shall 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.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 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.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section

15.1.3 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.

§ 15.1.6.2 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.

§ 15.1.7 Waiver of 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 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, 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. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a 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 the 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 receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, 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 15.1.7, 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 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 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. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. 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 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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 those of the Owner and Contractor under this Agreement.

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-subparagraphs 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 ARTS PARK

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 ARTS PARK
RECEIVING DATE AND TIME: 11:00 AM THURSDAY, NOVEMBER 19, 2020
OPENING DATE AND TIME: 11:10 AM THURSDAY, NOVEMBER 19, 2020

Attn. City of Plattsburgh
Office of Community Development
Attn: Matthew Miller, Director
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



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

City of Plattsburgh

Emily Gardner, Project Manager
21 Congress St, Suite 201
Saratoga Springs NY 12866

Schedule Year 2020 through 2021
Date Requested 10/21/2020
PRC# 2020010791

Location Westelcom Park

Project ID#

Project Type Project will renovate existing park, with a permeable paver plaza, concrete walks, a lawn area with water feature, areas for seating and landscaping.

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 2020 through June 2021. 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.



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

City of Plattsburgh

Emily Gardner, Project Manager
21 Congress St, Suite 201
Saratoga Springs NY 12866

Schedule Year 2020 through 2021
Date Requested 10/21/2020
PRC# 2020010791

Location Westelcom Park

Project ID#

Project Type Project will renovate existing park, with a permeable paver plaza, concrete walks, a lawn area with water feature, areas for seating and landscaping.

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: ____/____/____

☐ (01) General Construction

☐ (02) Heating/Ventilation

☐ (03) Electrical

☐ (04) Plumbing

☐ (05) Other : _____

Approximate Completion Date: ____/____/____

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, www.labor.ny.gov. <https://labor.ny.gov/formsdocs/ui/IA999.pdf>

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)

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 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.

**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:
www.labor.ny.gov

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

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 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

10/01/2020

JOB DESCRIPTION Boilermaker

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2020

Boilermaker \$ 35.23

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 25.42*
+ 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%
\$22.90	\$22.90	\$24.66	\$26.42	\$28.18	\$29.95	\$31.70	\$33.47

SUPPLEMENTAL BENEFITS per hour:

\$ 19.00*	\$ 19.00*	\$ 19.92*	\$ 20.82*	\$ 21.73*	\$ 22.66*	\$23.60*	\$ 24.50*
+ 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

10/01/2020

JOB DESCRIPTION Carpenter - Building

DISTRICT 2

ENTIRE COUNTIES

Clinton, Essex, Franklin

WAGES

Per hour: 07/01/2020

Carpenter	\$ 27.57
Floor Coverer	27.57
Carpet Layer	27.57
Dry-Wall	27.57
Diver-Wet Day	61.25
Diver-Dry Day	28.57
Diver Tender	28.57

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 \$ 21.49

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

ALL APPRENTICES indentured prior to 01/01/2016

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

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

Supplemental Benefits per hour:

\$ 11.71	\$ 11.71	\$ 14.31	\$ 14.31
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CARPENTER APPRENTICES indentured after 01/01/2016

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

1st	2nd	3rd	4th	5th
50%	60%	65%	70%	80%

Supplemental Benefits per hour:

\$ 11.71	\$ 11.71	\$ 14.31	\$ 14.31	\$ 14.31
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PILEDRIIVER/DOCK BUILDER APPRENTICES indentured after 01/01/2016

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

1st	2nd	3rd	4th
50%*	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:

\$ 11.71	\$ 11.71	\$ 14.31	\$ 14.31
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LINOLEUM, RESILIENT TILE, AND CARPET LAYER APPRENTICES indentured after 01/01/2016

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

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

Supplemental Benefits per hour:

\$ 11.71	\$ 11.71	\$ 14.31	\$ 14.31
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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

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, Schuylar, 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:	07/01/2020	07/01/2021
		Additional

Carpenter - ONLY for
Artificial Turf/Synthetic
Sport Surface

\$ 31.48	\$ 1.15
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Note - Does not include the operation of equipment. Please see Operating Engineers rates.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 23.65
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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:

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

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

Supplemental Benefits per hour:

1st year term	\$ 11.80
2nd year term	11.80
3rd year term	14.45
4th year term	14.45

2-42AtSS

Carpenter - Heavy&Highway

10/01/2020

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

Albany, Clinton, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES

Per hour	07/01/2020	07/01/2021
		Additional

Carpenter	\$ 33.82	\$ 1.40
Piledriver	33.82	1.40
Diver-Wet Day	58.82	1.40
Diver-Dry Day	34.82	1.40
Diver-Tender	34.82	1.40

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 \$2.00 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 \$2.00 per hour.

- Certified welders when required to perform welding work will receive an additional \$1.50 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 \$.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 \$ 23.10

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.

REGISTERED APPRENTICES

ALL APPRENTICES indentured prior to 01/01/2016

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

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

Supplemental Benefits per hour:

\$ 11.67	\$ 11.67	\$ 14.27	\$ 14.27
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CAPRENTER APPRENTICES indentured after 01/01/2016

Wages per hour (1300 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:

\$ 11.67	\$ 11.67	\$ 14.27	\$ 14.27	\$ 14.27
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PILEDRIIVER/DOCKBUILDER APPRENTICES indentured after 01/01/2016

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:

\$ 11.67	\$ 11.67	\$ 14.27	\$ 14.27
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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 \$2.00 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 \$2.00 per hour.
- Certified welders when required to perform welding work will receive an additional \$1.50 per hour.

2-291HH-Alb

JOB DESCRIPTION Electrician

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2020	04/01/2021 Additional	04/01/2022 Additional
Electrician	\$ 36.00	\$ 1.60	\$ 1.65
Teledata	36.00		
Welder	38.00		

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:	\$ 21.23
	*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 45%	to 2000 50%	to 3500 55%	to 5000 60%	to 6500 70%	to 8000 80%
Electrician	\$16.20	\$18.00	\$19.80	\$21.60	\$25.20	\$28.80
Tunnel	\$17.70	\$19.50	\$21.30	\$23.10	\$26.70	\$30.30

SUPPLEMENTAL BENEFITS per hour:

	07/01/2020
Appr 1st & 2nd term	\$ 10.27 * plus 5.75% of gross wage
Appr All other terms	\$ 21.23 * plus 5.75% of gross wage

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

6-910

Elevator Constructor

10/01/2020

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Essex, Fulton, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES

Madison: Madison Only the towns of: Brookfield, Hamilton, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida
Oneida: Entire county except the towns of: Camden, Florence, and Vienna.

WAGES

Per hour

07/01/2020

01/01/2021

Mechanic

\$ 47.51

\$49.10

Helper

70% of Mechanic
Wage Rate

70% of Mechanic
Wage Rate

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

07/01/2020

01/01/2021

Journeyman/Helper

\$ 34.765*

\$ 35.825*

(*)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

10/01/2020

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

07/01/2020

5/01/2021

Glazier Base Wage

\$ 30.75

Additional
\$ 1.75

+ additional \$2.20 per hour for all hours worked

High Work Base Wage*

32.65

+ additional \$3.55 per hour for all hours worked

(*)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	\$ 20.21
Journeyman	
High Work	25.51

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**
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**SHIFT RATE STOPS AFTER 6:30AM

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 One Year and 1500 hr. terms at the following percentage of Journeymans base wage.

1st	2nd	3rd	4th
50%	65%	75%	90%
+ additional \$2.20 per hour for all hours worked for all terms			

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

1st	2nd	3rd	4th
50%	65%	75%	90%
+ additional \$3.55 per hour for all hours worked for all terms			

Supplemental Benefits per hour worked

Apprentice	
1st term	\$ 16.54
2nd-4th term	20.21
Apprentice High Work	
1st term	19.49
2nd-4th term	25.51

1-201

Insulator - Heat & Frost

10/01/2020

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 1

ENTIRE COUNTIES

Clinton, Franklin

WAGES

Wages per hour 07/01/2020

Asbestos Worker*	\$ 30.91
Insulator*	30.91
Firestopping Worker*	30.91

(*)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 \$ 22.78

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 \$ 22.78

1-40/CF

Ironworker

10/01/2020

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, Perth, 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 07/01/2020

Per hour

Ornamental	\$ 32.10
Reinforcing	32.10
Rodman	32.10
Structural & Precast	32.10
Mover/Rigger	32.10
Fence Erector	32.10
Stone Derrickman	32.10
Sheeter	32.35
Curtain Wall Installer	32.10
Metal Window Installer	32.10

SUPPLEMENTAL BENEFITS

Per hour

JOURNEYPERSON \$ 29.51

OVERTIME PAY

See (B, E, 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

ONE YEAR TERMS AT THE FOLLOWING WAGE RATES:

	07/01/2020
1st year	\$ 16.50
2nd year	18.50
3rd year	20.50
4th year	22.50
Supplemental Benefits per hour worked	
1st year	\$ 11.50
2nd year	22.92
3rd year	24.54
4th year	26.18

1-12

Laborer - Building	10/01/2020
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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: Solar/Wind projects*

Per hour:	07/01/2020	07/01/2021 Additional	07/01/2022 Additional	07/01/2023 Additional
Group A	\$ 24.73	\$ 1.10	\$ 1.15	\$ 1.25
Group B	26.23	1.10	1.15	1.25
Group C	25.23	1.10	1.15	1.25

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

IMPORTANT NOTE: Wage and supplement rates for the operation of forklift and skid steer may be found under the classification "Operating Engineer".

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 23.09

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:

Terms are at the following percentage of Group Rate A.

0-1,000 Hrs	1,001-2,000 Hrs	2,001-3,000 Hrs	3,001-4,000 Hrs
60%	70%	80%	90%

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyman

7-1822ew

Laborer - Heavy&Highway	10/01/2020
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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, Guniting, 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:	07/01/2020	07/01/2021 Additional
GROUP A	\$ 26.67	\$ 1.60
GROUP B	26.87	1.60
GROUP C	27.07	1.60
GROUP D	27.27	1.60
GROUP E	29.37	1.60

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 \$2.50 per hour.

IMPORTANT NOTE: Wage and supplement rates for the operation of forklift and skid steer may be found under the classification "Operating Engineer".

SUPPLEMENTAL BENEFITS

Per hour:

Journeymen \$ 25.85

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 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 double time plus the holiday pay. Accordingly, the Monday following the Sunday is treated as the holiday.

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyman

7-1822/2h

Laborer - Tunnel

10/01/2020

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 7

ENTIRE COUNTIES

Clinton, Essex, Warren

WAGES

There shall be a twelve (12) month carryover from the bid date of the posted proposal wage and fringe benefit rates. However, if the project documents contain multiyear wage rate schedules, the Employer shall be obligated to pay the wage rates therein as they become effective.

GROUP A: General Laborer

GROUP B: Change Houseman, 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. Work site required to be designated by State/Federal as hazardous waste site and relevant regulations require employees to use personal protection.

Per hour:	07/01/2020	07/01/2021 Additional
GROUP A	\$ 29.85	\$ 1.60
GROUP B	30.05	1.60
GROUP C	32.35	1.60

NOTE: A single irregular work shift shall be paid an additional \$2.50 per hour.

IMPORTANT NOTE: Wage and supplement rates for the operation of forklift and skid steer may be found under the classification "Operating Engineer".

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 25.85

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 double time plus the holiday pay. Accordingly, the Monday following the Sunday is treated as the holiday.

REGISTERED APPRENTICES

WAGES per hour:

Terms are at the following percentage of GROUP B rate.

0-1000 Hrs	1001-2000 Hrs	2001-3000 Hrs	3001-4000 Hrs
60%	70%	80%	90%

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyman

7-1822T

Lineman Electrician

10/01/2020

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

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

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

07/01/2020

Lineman, Technician	\$ 53.50
Crane, Crawler Backhoe	53.50
Welder, Cable Splicer	53.50
Digging Mach. Operator	48.15
Tractor Trailer Driver	45.48
Groundman, Truck Driver	42.80
Equipment Mechanic	42.80
Flagman	32.10

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	\$ 53.50
Crane, Crawler Backhoe	53.50
Cable Splicer	58.85
Certified Welder -	
Pipe Type Cable	56.18
Digging Mach. Operator	48.15
Tractor Trailer Driver	45.48
Groundman, Truck Driver	42.80
Equipment Mechanic	42.80
Flagman	32.10

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	\$ 54.82
Crane, Crawler Backhoe	54.82
Cable Splicer	60.30
Certified Welder -	
Pipe Type Cable	57.56
Digging Mach. Operator	49.34
Tractor Trailer Driver	46.60
Groundman, Truck Driver	43.86
Equipment Mechanic	43.86
Flagman	32.89

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	\$ 56.01
Crane, Crawler Backhoe	56.01
Cable Splicer	56.01
Digging Mach. Operator	50.41
Tractor Trailer Driver	47.61
Groundman, Truck Driver	44.81
Equipment Mechanic	44.81
Flagman	33.61

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 (also required on non-worked holidays):

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

Journeyman	\$ 24.90
	*plus 6.75% of

hourly wage

*The 6.75% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

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

NOTE: 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: Same as Journeyman

6-1249a

Lineman Electrician - Teledata

10/01/2020

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).

	07/01/2020	01/01/2021
Cable Splicer	\$ 33.77	\$ 34.78
Installer, Repairman	\$ 32.05	\$ 33.01
Teledata Lineman	\$ 32.05	\$ 33.01
Tech., Equip. Operator	\$ 32.05	\$ 33.01
Groundman	\$ 16.99	\$ 17.50

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:

Journeyman	\$ 5.06	\$ 5.06
	*plus 3% of wage paid	*plus 3% of wage paid

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

10/01/2020

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/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/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: 07/01/2020

Lineman, Technician	\$ 46.20
Crane, Crawler Backhoe	46.20
Certified Welder	48.51
Digging Machine	41.58
Tractor Trailer Driver	39.27
Groundman, Truck Driver	36.96
Equipment Mechanic	36.96
Flagman	27.72

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):

Journeyman	\$ 24.90
	*plus 6.75% of hourly wage

*The 6.75% is based on the hourly wage paid, straight time rate or premium rate.
Supplements paid at STRAIGHT TIME rate for holidays.

OVERTIME PAY

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

NOTE: 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.

	07/01/2020
1st term	\$ 27.72
2nd term	30.03
3rd term	32.34
4th term	34.65
5th term	36.96
6th term	39.27
7th term	41.58

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

6-1249a-LT

Lineman Electrician - Tree Trimmer

10/01/2020

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:	07/01/2020	01/03/21	01/02/22	01/01/23
Tree Trimmer	\$ 26.56	\$ 27.36	\$ 28.25	\$ 29.59
Equipment Operator	23.49	24.19	24.98	26.17
Equipment Mechanic	23.49	24.19	24.98	26.17
Truck Driver	19.56	20.15	20.80	21.79
Groundman	16.11	16.59	17.13	17.94
Flag person	11.61	11.96	12.35	12.94

SUPPLEMENTAL BENEFITS

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

Journeyman	\$ 9.98	\$ 9.98	\$ 10.23	\$ 10.48
	*plus 3% of hourly wage	*plus 3% of hourly wage	*plus 3% of hourly wage	*plus 3% of hourly wage

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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, 16, 25) 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

10/01/2020

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 07/01/2020

Tile/Marble/Terrazzo

Setter	\$ 36.06
Finisher	28.16

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	\$ 20.78
Journeyman Finisher	17.93

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 07/01/2020

Setter:	
1st term 0-500 hrs	\$ 12.23
2nd term 501-1500 hrs	12.23
3rd term 1501-2500 hrs	16.51
4th term 2501-3500 hrs	16.51
5th term 3501-4500 hrs	18.64
6th term 4501-6000 hrs	20.78

Finisher:	
1st term 0-500 hrs	\$ 11.58
2nd term 501-1500 hrs	11.58
3rd term 1501-2500 hrs	14.76
4th term 2501-3700 hrs	14.76

12-2TS.1

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 07/01/2020

Bricklayer	\$ 33.50
Cement Finisher	33.50
Plasterer/Fireproofers*	33.50
Pointer/Caulker/Cleaner	33.50
Stone Mason	33.50
Acid Brick	34.00

(*)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 \$ 20.41

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
55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

0-500 Hours	\$ 12.46
All others	\$ 20.41

12-2b.8

Mason - Heavy&Highway

10/01/2020

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 07/01/2020

Mason & Bricklayer	\$38.95
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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

\$ 20.79

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If a holiday falls on Sunday, the Monday following shall constitute the day of the legal holiday.

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

\$ 20.79

12-2hh.1

Millwright

10/01/2020

JOB DESCRIPTION Millwright

DISTRICT 2

ENTIRE COUNTIES

Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, Oneida, Onondaga, Oswego, St. Lawrence, Warren, Washington

WAGES

Per hour: 07/01/2020

Building \$ 29.25

Heavy & Highway 31.25

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 \$ 23.89

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 journeymans rate.

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

Supplemental Benefits per hour:

Apprentices:

1st term	\$ 11.00
2nd term	20.02
3rd term	21.31
4th term	22.60

2-1163.2

Operating Engineer - Building

10/01/2020

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 Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to 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, whirllies, 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

	07/01/2020	07/01/2021
Class # A1	\$ 45.67	46.71
Class # A	45.18	46.22
Class # B	44.16	45.20
Class # C	41.26	42.30

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.

SUPPLEMENTAL BENEFITS

Per hour

	07/01/2020	07/01/2021
Journeyman	\$ 28.25	29.40

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 Saturday 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

	07/01/2020	07/01/2021
All terms	\$ 23.55	24.70

1-158 Alb

Operating Engineer - Heavy&Highway

10/01/2020

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 Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to 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 selfpropelled), 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

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, Guniting 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, Reviniis 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 Insertter (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

	07/01/2020	07/01/2021
Master Mechanic	\$ 47.88	\$ 49.43
Class A*	46.27	47.82
Class B	45.36	46.91
Class C	42.79	44.34

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	\$ 28.45	\$ 29.60
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it will be celebrated on Monday. If the 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 Journey person's wage Class B

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

Supplemental Benefits per hour worked

	07/01/2020	07/01/2021
All Terms	\$ 23.85	\$ 25.00

1-158H/H Alb

Operating Engineer - Marine Dredging

10/01/2020

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

Albany, Bronx, Cayuga, Chautauqua, Clinton, Columbia, Dutchess, Erie, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Niagara, Orange, Orleans, 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:	07/01/2020	10/01/2020
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 40.31	\$ 41.42
CLASS A2 Crane Operator (360 swing)	35.92	36.91
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	34.86	35.82
CLASS B2 Certified Welder	32.82	33.72
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	31.92	32.80
CLASS C2 Boat Operator	30.89	31.74
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	25.66	26.37

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

	07/01/2020	10/01/2020
All Classes A & B	\$11.58 plus 7.5% of straight time wage, Overtime hours add \$ 0.63	\$11.98 plus 8% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$11.28 plus 7.5% of straight time wage, Overtime hours add \$ 0.48	11.68 plus 8% of straight time wage, Overtime hours add \$ 0.48
All Class D	\$10.98 plus 7.5% of straight time wage, Overtime hours add \$ 0.33	11.38 plus 8% of straight time wage, Overtime hours add \$ 0.33

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

10/01/2020

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, Niagara, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern 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.

07/01/2020

Party Chief	\$ 44.39
Instrument Person	40.78
Rod Person	30.22

Additional \$3.00/hr. for Tunnel Work

Additional \$2.50/hr. for Hazardous Work Site

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 26.30
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OVERTIME PAY

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

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:

07/01/2020

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 18.08
1001-2000	21.10
2001-3000	24.13

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

10/01/2020

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, Niagara, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern 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.

07/01/2020

Party Chief	\$ 44.39
Instrument Person	40.78
Rod Person	30.22

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	\$ 26.30
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OVERTIME PAY

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

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:

07/01/2020

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 18.08
1001-2000	\$ 21.10
2001-3000	\$ 24.13

12-158-545 DCE

Operating Engineer - Tunnel

10/01/2020

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 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 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; 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 Insertor (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:	07/01/2020	07/01/2021	07/01/2022
Master Mechanic	\$ 49.45	\$ 51.00	\$ 52.60
CLASS A	47.04	48.59	50.19
CLASS B	45.82	47.37	48.97
CLASS C	43.03	44.58	46.18
CLASS D	40.02	41.57	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	\$ 51.04	\$ 52.59	\$ 54.19
Crane 2	50.04	51.59	53.19
Crane 3	49.04	50.59	52.19

SUPPLEMENTAL BENEFITS

Per hour:	\$ 21.90	\$ 22.80	\$ 23.70
	+ 8.85*	+ 9.10*	+ 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

10/01/2020

JOB DESCRIPTION Painter

DISTRICT 1

ENTIRE COUNTIES

Clinton, Franklin

WAGES

Per hour

07/01/2020

Painter\Wallcover	\$ 30.49
Drywall Finishers	30.49
Spray Rate	30.49
Structural Steel*	31.49
Lead Abatement	31.49
Lead Abatement on Structural Steel	32.49

(*)Employees working on objects with the use of swing stage, boatswain chair, pick and cables only will be paid at Structural Steel rate.

Bridge Painter

See Bridge Painter rates for the following work:

All Bridges and Tanks

SUPPLEMENTAL BENEFITS

Per hour

Journeyperson \$ 15.75

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 6:30 AM PLUS \$1.00 TO APPLICABLE RATE**

**SHIFT RATE STOPS AFTER 6:30AM

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 wage.

1st	2nd	3rd	4th	5th	6th
45%	50%	60%	70%	80%	90%

Supplemental Benefits per hour

All terms \$ 15.75

Painter - Bridge & Structural Steel

10/01/2020

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:	07/01/2020	10/01/2020	10/01/2021
	\$ 50.25	\$ 51.50	\$ 53.00
	+ 7.88*	+ 8.63*	+ 9.63*

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:	07/01/2020	10/01/2020	10/01/2021
	\$ 10.20	\$ 10.90	\$ 10.90
	+ 29.65*	+ 30.00*	+ 30.60*

* 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

	07/01/2020	10/01/2020	10/01/2021
1st year	\$ 20.10	\$ 20.60	\$ 21.20
	+ 3.15*	+ 3.45*	+ 3.86*
2nd year	\$ 30.15	\$ 30.90	\$ 31.80
	+ 4.73*	+ 5.18*	+ 5.78*
3rd year	\$ 40.20	\$ 41.20	\$ 42.40
	+ 6.30*	+ 6.90*	+ 7.71*
Supplemental Benefits - Per hour:			
1st year	\$.25	\$.25	\$.25
	+ 11.86*	+ 12.00*	+ 12.24*

2nd year	\$ 10.20 + 17.79*	\$ 10.90 + 18.00*	\$ 10.90 + 18.36*
3rd year	\$ 10.20 + 23.72*	\$ 10.90 + 24.00*	\$ 10.90 + 24.48*

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

Painter - Line Striping	10/01/2020
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JOB DESCRIPTION Painter - Line Striping

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:

Painter (Striping-Highway):	07/01/2020	07/01/2021	07/01/2022
Striping-Machine Operator*	\$ 30.10	\$ 30.32	\$ 31.53
Linerman Thermoplastic	\$ 36.53	\$ 36.93	\$ 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:	07/01/2020	07/01/2021	07/01/2022
Journeyworker:			
Striping Machine Operator:	\$ 9.16	\$ 10.03	\$ 10.03
Linerman Thermoplastic:	\$ 9.16	\$ 10.03	\$ 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:

	07/01/2020	07/01/2021	07/01/2022
1st Term:	\$ 12.04	\$ 12.12	\$ 12.61
2nd Term:	\$ 18.06	\$ 18.19	\$ 19.82
3rd Term:	\$ 24.08	\$ 24.26	\$ 25.22

Supplemental Benefits per hour:

1st term:	\$ 9.16	\$ 10.03	\$ 10.03
2nd Term:	\$ 9.16	\$ 10.03	\$ 10.03
3rd Term:	\$ 9.16	\$ 10.03	\$ 10.03

8-1456-LS

Painter - Metal Polisher**10/01/2020**

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, Schuylar, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

	07/01/2020
Metal Polisher	\$ 36.33
Metal Polisher*	37.43
Metal Polisher**	40.33

*Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2020

Journeyworker:

All classification \$ 9.94

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:

	07/01/2020
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	\$ 6.69
2nd year	6.69
3rd year	6.69

8-8A/28A-MP

Plumber**10/01/2020**

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

	07/01/2020	05/01/2021 Additional
Plumber & Steamfitter	\$ 38.30	\$1.30

SUPPLEMENTAL BENEFITS

Per hour

Journeyman	\$ 20.85 +10.63*
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* 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	\$ 17.93 + 5.32*
2nd yr	18.51 + 6.38*
3rd yr	19.10 + 7.44*
4th yr	19.68 + 8.50*
5th yr	20.27 + 9.57*

* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

* This portion per hour paid.

1-773-SF

Roofer

10/01/2020

JOB DESCRIPTION Roofer

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Warren, Washington

WAGES

Per hour

	07/01/2020	07/01/2021 Additional
Roofer/Waterproofer	\$ 32.05	\$1.50
Asphalt Cold Process	32.55	
Fluid Applied Roof	32.55	
Pitch & Asbestos	34.05	

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	\$ 20.27
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OVERTIME PAY

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

HOLIDAY

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

Note: 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%
1500 hrs.

2nd Term 74%
1 yr. and 1500 hrs. as 1st term.

3rd Term 90%
1 yr. and 1500 hrs. as 2nd term.

3rd Term complete at 1 yr and 1050 hrs. as 3rd term

Supplemental Benefits per hour worked

1st Term \$ 18.69
2nd Term 19.12
3rd Term 19.60

1-241

Sheetmetal Worker

10/01/2020

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

	07/01/2020	06/01/2021
Sheetmetal Worker	\$34.02	Additional \$ 1.75

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 \$33.94

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 \$18.89
2nd term \$20.48

3rd term	\$21.28
4th term	\$22.08
5th term	\$20.86
6th term	\$21.90
7th term	\$23.63
8th term	\$25.36
9th term	\$27.09
10th term	\$28.83

Supplemental Benefits per hour

1st term	\$20.91
2nd term	21.55
3rd term	21.84
4th term	22.27
5th term	28.46
6th term	28.89
7th term	29.62
8th term	30.34
9th term	31.06
10th term	31.78

1-83

Sprinkler Fitter

10/01/2020

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	07/01/2020
Sprinkler	\$ 35.01
Fitter	

SUPPLEMENTAL BENEFITS

Per hour

Journey person	\$ 26.62
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following percentage of journey person's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 16.94	\$ 18.82	\$ 20.44	\$ 22.31	\$ 24.18	\$ 26.05	\$ 27.92	\$ 29.79	\$ 31.67	\$ 33.54

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.27	\$ 8.27	\$ 18.70	\$ 18.70	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95

1-669

Teamster - Building

10/01/2020

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 Boyston, Redfield, and Sandy Creek.

Warren: Only the Townships of Hague, Horicon, Chester and Johnsbury.

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: 07/01/2020

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

10/01/2020

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 Boyston, Redfield, and Sandy Creek.

Warren: Only the Townships of Hague, Horicon, Chester and Johnsbury.

WAGES

There shall be a twelve (12) month carryover of the negotiated rate in effect at the time of the bid.

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: 07/01/2020

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

10/01/2020

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2020

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



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

NYSDOL Bureau of Public Work Debarment List 07/28/2020

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	NYC	*****9839	A.J.S. PROJECT MANAGEMENT, INC.		149 FIFTH AVENUE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL	*****3344	ACT INC		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
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	07/29/2015	07/29/2020
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	DOL		AJ TORCHIA		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	*****3344	ALL CATASTROPHE CONSTRUCTION TEAM INC	ACT INC	6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL		AMADEO J TORCHIA	TORCHIA'S HOME IMPROVEMENT	10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	NYC		AMJAD NAZIR		2366 61ST ST BROOKLYN NY 11204	12/15/2016	12/15/2021
DOL	DOL		ANGELO F COKER			12/04/2018	12/04/2023
DOL	NYC		ANISUL ISLAM		C/O RELIANCE GENERAL CONS 644 OCEAN PARKWAYBROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	NYC		ANTHONY J SCLAFANI		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323	01/23/2017	01/23/2022
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3020	APCO CONTRACTING CORP		24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/02/2020
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	DOL		ARVINDER ATWAL		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****4779	ASTORIA GENERAL CONTRACTING CORP		35-34 31ST STREET LONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC	*****7217	ASTRO COMMUNICATIONS OF NY CORP		79 ALEXANDER AVE- STE 36A BRONX NY 10454	10/30/2015	10/30/2020
DOL	NYC	*****6683	ATLAS RESTORATION CORP.		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	NYC	*****5532	ATWAL MECHANICALS, INC		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****2591	AVI 212 INC.		260 CROPEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	AG		AVTAR SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	AG		BALDEV SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL		BARRY KINNEY		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020

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DOL	NYC	*****3915	BEACON RESTORATION INC		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
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	*****8551	BRANDY'S MASONRY		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL	*****1449	BRRESTORATION NY INC		140 ARCADIA AVENUE OSWEGO NY 13126	09/12/2016	09/12/2021
DOL	DOL		BRUCE MORSEY		C/O KENT HOLLOW SIDING LL 29A BRIDGE STREETNEW MILFORD CT 06776	01/15/2016	01/15/2021
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	*****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
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		CARIBBEAN POOLS		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
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 CONTRACTIN G AND CARMODY CONTRACTIN G 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	DOL	*****8809	CBE CONTRACTING CORP		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL	*****7655	CHAMPION CONSTRUCTION SERVICES CORP		2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		CHARLES ZIMMER JR		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		CHRISTINE J HEARNE		C/O CJ-HEARNE CONSTRUCTIO 131 PONCE DE LEON AVE NEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023

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DOL	DOL		CHRISTOPHER PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****0671	CJ-HEARNE CONSTRUCTION CO		SUITE 204 131 PONCE DE LEON AVENUEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	DOL	*****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	NYC	*****2164	CREATIVE TRUCKING INC		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	DOL	*****7761	D L MALARKEY CONSTRUCTION		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****7888	D L MALARKEY CONSTRUCTION INC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****5629	DAKA PLUMBING AND HEATING LLC		2561 ROUTE 55 POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	NYC		DALJIT KAUR BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL		DANICA IVANOSKI		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		DAVID MARTINEZ		C/O EMPIRE TILE INC 6 TREMONT COURTHUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DEBBIE STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DEDA GAZIVODAN		C/O DAKA PLUMBING AND H 2561 ROUTE 55POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		DENNIS SCHWANDTNER		C/O YES SERVICE AND REPAIR 145 LODGE AVEHUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL		DF CONTRACTORS OF ROCHESTER, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DF CONTRACTORS, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DIMITRIOS KOUTSOUKOS		C/O ASTORIA GENERAL CONTR 35-34 31ST STREETLONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC		DIMITRIOS TSOUMAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	DOL		DOMENICO LAFACE		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****3242	DONALD R. FORSAY	DF LAWN SERVICE	1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUEPORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	NYC	*****7404	DOSANJH CONSTRUCTION CORP		9439 212TH STREET QUEENS VILLAGE NY 11428	02/25/2016	02/25/2021
DOL	DOL		DOUGLAS L MALARKEY	MALARKEY CONSTRUCTI ON	64 VICTORIA DRIVE B INGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	NYC		DUARTE LOPES		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL		E C WEBB		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
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		EARL L WILSON	WILSON BROTHER DRYWALL CONTRACTOR S	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	NYC	*****4269	EAST PORT EXCAVATION & UTILITIES		601 PORTION RD RONKONKOMA NY 11779	11/18/2016	11/18/2021
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL	*****3270	EMPIRE TILE INC		6 TREMONT COURT HUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL	*****7403	F & B PAINTING CONTRACTING INC		2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FAY MATTHEW		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FAZIA GINA ALI-MOHAMMED	C/O CHAMPION CONSTRUCTI ON	2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		FRANK BENEDETTO		C/O F & B PAINTING CONTRA 2 PARKVIEW AVENUEHARRISON NY 10604	09/26/2016	09/26/2021
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	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	DOL		GALINDA ROTENBERG		C/O GMDV TRANS INC 67-48 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
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 BALDWINSVILLE 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	*****5674	GMDV TRANS INC		67-48 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		GREAT ESTATE CONSTRUCTION, INC.		327 STAGG ST BROOKLYN NY 11206	10/10/2017	10/10/2022
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		HARMEL SINGH		15 CLINTON LANE HICKSVILLE NY 11801	02/25/2016	02/25/2021
DOL	NYC		HAROLD KUEMMEL		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	NYC	*****3228	HEIGHTS ELEVATOR CORP.		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	DOL		HENRY VAN DALRYMPLE		2663 LANTERN LANE ATLANTA GA 30349	12/01/2015	12/01/2020
DOL	DOL	*****8282	IDEMA DEVELOPMENT INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020

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DOL	DOL	*****8282	IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****7001	INTEGRATED CONSTRUCTION & POWER SYSTEMS INC		SUITE 100 2105 W GENESEE STREETSYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL	*****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	AG		J A M CONSTRUCTION CORP		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
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 B RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES E RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	AG		JAMES FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
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		JAMES RHYNDERS SR		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JASON W MILLIMAN		C/O ROCHESTER ACOUSTICAL P O BOX 799HILTON NY 14468	02/19/2016	02/19/2021
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
DOL	DOL		JESSICA WHITESIDE		C/O BRRESTORATION NY INC 140 ARCADIA AVENUEOSWEGO NY 13126	09/12/2016	09/12/2021
DOL	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN F. CADWALLADER		200 LATTA 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 LATTA 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	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	07/29/2015	07/29/2020
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
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	AG		JOSEPH FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	NYC		JOSEPH FOLEY		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL	*****9273	JOSEPH M LOVETRO		P O BOX 812 BUFFALO NY 14220	08/09/2016	08/09/2021
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		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002

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DOL	DOL	*****5062	K R F SITE DEVELOPMENT INC		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	NYC		K.S. CONTRACTING CORP.		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL	*****9732	KENT HOLLOW SIDING LLC		29A BRIDGE STREET NEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL		KIM SOROCENSKI		C/O SOLUTION MATTERS INC 198 NORWOOD ROADPORT JEFFERSON NY 11776	11/19/2015	11/19/2020
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	AG	*****4643	LALO DRYWALL, INC.		221 OLD FORD ROAD NEW PLATZ NY 12561	05/20/2016	05/20/2021
DOL	DOL	*****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
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	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	AG		LUIS MARTINEZ	LALO DRYWALL	211 MAIN ST. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL		M ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG	*****6957	M B DIN CONSTRUCTION INC		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	NYC	*****9590	MACK GLASSNAUTH IRON WORKS INC		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	DOL	*****1784	MADISON AVE CONSTRUCTION CORP		39 PENNY STREET WEST ISLIP NY 11795	11/02/2016	11/02/2021

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DOL	DOL		MALARKEY'S BAR & GRILL LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****0705	MALARKEY'S PUB & GRUB LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
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	DOL		MARIACHI'S PIZZERIA		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL		MARK MIONIS		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	NYC		MARTINE ALTER		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		MARVIN A STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
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 IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
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	*****6416	MCCALL MASONRY		P O BOX 304 SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		MCLEAN "MIKKI BEANE"		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN "MIKKI" DRAKE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN M DRAKE-BEANE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSIONAL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSIONAL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	NYC	*****5330	METRO DUCT SYSTEMS INC		1219 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL		MICHAEL A PASCARELLA		SUITE 100 2105 WEST GENESEE STREET SYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	NYC		MICHAEL HIRSCH		C/O MZM CORP 163 S MAIN STREETNEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4YONKERS 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		MICHAEL WILSON	WILSON BROTHER DRYWALL CONTRACTORS	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
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		MOHAMMED N CHATHA		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	DOL	*****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229	09/24/2012	09/18/2020

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DOL	NYC	*****3826	MOVING MAVEN OF NY, INC.		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	NYC	*****3550	MOVING MAVEN, INC		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD PERVAIZ		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC	*****3613	MZM CORP		163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	NYC	*****4839	NEW YORK RIGGING CORP		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	NYC		NICHOLAS FILIPAKIS		7113 FORT HAMILTON PARKWA BROOKLYN NY 11228	12/09/2016	12/09/2021
DOL	DOL	*****6966	NORTH COUNTRY DRYWALL AND PAINT		23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	*****0065	NORTHEAST LANDSCAPE AND MASONRY ASSOC		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
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	NYC	*****0818	ONE TEN RESTORATION, INC.		2366 61ST ST BROOKLYN NY 11204	12/15/2016	12/15/2021
DOL	NYC		ORSON ARROYO		C/O METRO DUCT SYSTEMS 12-19 ASTORIA BOULEVARDLONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	NYC		PARESH SHAH		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	NYC	*****9422	PELIUM CONSTRUCTION, INC.		22-33 35TH ST. ASTORIA NY 11105	12/30/2016	12/30/2021
DOL	DOL		PETER M PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL		PIERRE LAPORT		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	*****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	NYC	*****5771	PMJ ELECTRICAL CORP		7113 FORT HAMILTON PARKWA BROOKLYN NY 11228	12/09/2016	12/09/2021
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC	*****4532	PROFESSIONAL PAVERS CORP.		66-05 WOODHAVEN BLVD. REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DA	*****6817	QUADRANT METAL BUILDINGS LLC		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	NYC		RAMESHWAR ASU		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
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	AG	*****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	NYC	*****3461	RELIANCE GENERAL CONSTRUCTION INC		644 OCEAN PARKWAY BROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DA		RIANN MULLER		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
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

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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 BISSEAR		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		3 GAYLORD ST AUBURN NY 13021	11/15/2016	11/15/2021
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	NYC		ROBERT HOHMAN		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL	*****3859	ROCHESTER ACOUSTICAL CORP		P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021
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	NYC		RODNEY SCOTT		201 HEMPSTEAD AVE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
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		RYAN ALBIE		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	*****3347	RYAN ALBIE CONTRACTING INC		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
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	NYC		SABIR MUHAMMED		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	DOL		SALVATORE A FRESINA			08/26/2016	08/26/2021
DOL	DOL		SAM FRESINA			08/26/2016	08/26/2021
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		SANDEEP BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	NYC	*****2117	SCOTT ELECTRICAL SERVICE, LLC.		201 HEMPSTEAD AVE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL	*****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	AG		SERGIO RAYMUNDO		109 DUBOIS RD. NEW PALTZ NY 12561	05/20/2016	05/20/2021
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 GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLET 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
DOL	DOL	*****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023

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DOL	DOL	****4025	SOLUTION MATTERS INC		198 NORWOOD ROAD PORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL	****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
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		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	****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	NYC		STEVEN GOVERNALE		601 PORTION RD RONKONKOMA NY 11779	11/18/2016	11/18/2021
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		STEVEN P SUCATO		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	NYC	****9432	SUBLINK LTD		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	NYC	****5863	SUKHMANY CONSTRUCTION, INC.		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
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	****9852	TAP STEEL INC		ROUTE 26 3101 P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL	****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	****8174	THE DALRYMPLE CORPORATION		UNIT 278 541 10TH STREET NWLANTA GA 30318	12/01/2015	12/01/2020
DOL	DOL	****8174	THE DALRYMPLE GROUP LLC		289 JONESBORO RD/ STE 216 MCDONOUGH GA 30253	12/01/2015	12/01/2020
DOL	DOL		TIMOTHY A PALUCK		C/O TAP STEEL INC RTE 26 3101/ P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL	****3453	TORCHIA'S HOME IMPROVEMENT		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	****8311	TRIPLE B FABRICATING, INC.		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL	****9407	TURBO GROUP INC		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL	****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	NYC		VALERIE VISCONTI		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	NYC	****7361	VIALE HOLDINGS, INC.	MOVING MAVEN	1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	DOL		VICTOR ROTENBERG		C/O GMDV TRANS INC 67048 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		VIKTAR PATONICH		2630 CROSEY 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		WAYNE LIVINGSTON JR	NORTH COUNTRY DRYWALL AND PAINT	23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
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 C WATKINS		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		WILLIAM DEAK		C/O MADISON AVE CONSTR CO 39 PENNY STREETWEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL	*****6195	WILSON BROTHER DRYWALL CONTRACTORS		36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
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
DOL	DOL	*****7345	YES SERVICE AND REPAIRS CORPORATION		145 LODGE AVE HUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7ABROOKLYN NY 11229	09/24/2012	09/18/2020
DOL	NYC		ZAKIR NASEEM		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	NYC	*****8277	ZHN CONTRACTING CORP		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022

SECTION 01 0250
MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 SUMMARY OF WORK

The Contractor shall furnish all labor, materials, tools, equipment, supervision, services, and all appurtenances necessary to perform all work required, at the unit price for the items listed below.

The items listed below are the same pay items in the bid forms section 00 4110 - 00 4112. They constitute all of the pay items in the contract. No direct or separate payment will be made for any work required by the specifications or contract drawings unless it is defined as a pay item herein. Full payment for all such labor, materials and work required shall be considered included under the unit price pay items listed herein.

1.2 RELATED DOCUMENTS

Drawings and general provisions of the contract, including, General and Supplementary Conditions and technical specification sections.

1.3 PAYMENT

- A. Subject to all other Contract requirements, the CONTRACTOR shall be paid for "as-built" quantities of Payment Items.
- B. Estimated Quantities on the Bid Forms are for comparison in competitive bidding only and do not constitute the basis for payment or measurement of quantities.
- C. Unless otherwise specified or further qualified in this Section, Estimated Quantities on the Bid Form are:
 - 1. Accurate within + or - 15%
 - a. As-built quantities of Payment Items failing to meet such accuracy are defined as significantly changed.
- D. Payment Items listed in this Section by Item Number with the prefix or suffix "C" are contingency Payment Items, and are not subject to the accuracy of quantities specified in paragraph 1.3.C of this Section.

1.4 GENERAL

It is the intention that each and every item needed for completion of the work as described in the plans and specifications is included in the following pay items. In the preparation of the bid, the contractor is encouraged to ensure that all means and methods, subcontractors, overhead and administrative costs are properly included in the pay item. Failure to include any costs or work will not be grounds for extra payment.

Unit Price Payment: progress payments for work bid on a unit price basis will be made based on the actual quantity of material in place and measured to the payment limits as shown on the drawings and specified herein.

GENERAL CONSTRUCTION

PAY ITEM 1 – GENERAL REQUIREMENTS

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to mobilization, demobilization, administrative tasks, overhead costs for insurance and bonds, temporary facilities, temporary utilities, maintaining temporary access, coordinating of work and all other Division 0 and Division 1 requirements.

Measurement/Payment: Payment for PAY ITEM 1 – GENERAL REQUIREMENTS, shall be lump sum price bid for the work specified and required to provide all General Requirements except those, which are specified under other items of the contract. The amount bid shall be payable to the contractor based upon a percentage of the contract work completed.

PAY ITEM 2 – SURVEY AND STAKEOUT

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to provide survey and stakeout as required to layout the new work in the field. The item includes all necessary survey required to construct all elements of the work and establish control points.

Measurement/Payment: Payment for PAY ITEM 2 – SURVEY AND STAKEOUT, shall be lump sum price bid for the work specified and required. The amount bid shall be payable to the contractor based upon a percentage of the contract work completed.

PAY ITEM 3 – MAINTENANCE AND PROTECTION OF TRAFFIC

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to Maintenance and Protection of Traffic including providing a safe passage over the CSX railroad tracks crossing Front Street marked by flagman and other guiding devices in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 3 – MAINTENANCE AND PROTECTION OF TRAFFIC, shall be lump sum price bid for the work specified and required. The amount bid shall be payable to the contractor based upon a percentage of the contract work completed.

PAY ITEM 4 –SEDIMENT CONTROL FENCE

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to Sediment Control Fence, including installing sediment control fence, all in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 4 –SEDIMENT CONTROL FENCE, shall be Linear feet price bid for the work specified and required. The amount bid shall be payable to the contractor based upon the actual linear feet of the contract work completed.

PAY ITEM 5 – INLET PROTECTION

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to Inlet protection, including installation, all in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 5 –INLET PROTECTION, shall be the price for each bid for the work specified and required. The amount bid shall be payable to the contractor based upon each of the contract work completed.

PAY ITEM 6 – STABILIZED CONSTRUCTION ENTRANCE

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to stabilized construction entrance, including installation, all in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 6 –STABILIZED CONSTRUCTION ENTRANCE, shall be the price for each bid for the work specified and required. The amount bid shall be payable to the contractor based upon each of the contract work completed.

PAY ITEM 7 –EROSION CONTROL BLANKET

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to Erosion Control Blanket, including installing erosion control blanket, all in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 7 –EROSION CONTROL BLANKET, shall be square yards price bid for the work specified and required. The amount bid shall be payable to the contractor based upon the actual square yards of the contract work completed.

PAY ITEM 8 – SITE DEMOLITION AND REMOVALS

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to provide demolition and removal work. The item includes the removal of concrete and asphalt pavements, gravel surfaces, and all other work as shown on and in accordance with the plans and specifications. Also included is saw cutting pavements.

Measurement/Payment: Payment for PAY ITEM 8 – SITE DEMOLITION AND REMOVALS, shall be lump sum price bid for the work specified and required. The amount bid shall be payable to the contractor based upon a percentage of the contract work completed.

PAY ITEM 9C – STRIP, STORE AND SPREAD TOPSOIL

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to remove topsoil, stockpile and reuse in the landscaping work, in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 9C – STRIP, STORE AND SPREAD TOPSOIL, shall be the number of cubic yards of topsoil bid for the work. The amount bid shall be payable to the contractor based upon the actual cubic yards of the contract work completed.

PAY ITEM 10C – IMPORT FILL

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to import clean fill, in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 10C – IMPORT FILL, shall be the number of cubic yards of clean fill bid for the work. The amount bid shall be payable to the contractor based upon the actual cubic yards of the contract work completed.

PAY ITEM 11C – GRADING OPERATIONS

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to grade the site in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 11C – GRADING OPERATIONS, shall be the number of cubic yards of material bid for the work. The amount bid shall be payable to the contractor based upon the actual cubic yards of the contract work completed.

PAY ITEM 12 – FILTRATION GEOTEXTILE

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to provide and install filtration geotextile in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 12 – FILTRATION GEOTEXTILE, shall be a unit price for square yards of filtration geotextile. The amount bid shall be payable to the contractor based upon the actual square yards of work performed.

PAY ITEM 13 –STABILIZATION GEOTEXTILE

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to provide and install stabilization geotextile in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 13 – STABILIZATION GEOTEXTILE, shall be a unit price for square yards of stabilization geotextile. The amount bid shall be payable to the contractor based upon the actual square yards of work performed.

PAY ITEM 14 – CU STRUCTURAL SOIL

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to furnish and install permeable soil in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 14 – CU STRUCTURAL SOIL, shall be a unit price for cubic yards of CU Structural soil. The amount bid shall be payable to the contractor based upon the actual cubic yards in place.

PAY ITEM 15C – NYSDOT TYPE 2 SUBBASE MATERIAL

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to prepare and install pavement aggregate subbase course material in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 15C –NYSDOT TYPE 2 SUBBASE MATERIAL, shall be the number of cubic yards of subbase course material bid for the work. The amount bid shall be payable to the contractor based upon the actual cubic yards of the contract work completed.

PAY ITEM 16C – NYSDOT # 2 CRUSHED STONE

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to prepare and install #2 crushed stone material in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 16C –NYSDOT # 2 CRUSHED STONE, shall be the number of cubic yards of #2 crushed stone bid for the work. The amount bid shall be payable to the contractor based upon the actual cubic yards of the contract work completed.

PAY ITEM 17 – NYSDOT # 1B CRUSHED STONE

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to prepare and install # 1B crushed stone material in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 17 –NYSDOT # 1B CRUSHED STONE, shall be the number of cubic yards of #1B crushed stone bid for the work. The amount bid shall be payable to the contractor based upon the actual cubic yards of the contract work completed.

PAY ITEM 18 – CONCRETE PAVEMENT - PEDESTRIAN

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to prepare and install concrete pavement - pedestrian. Items included are surface preparation, welded wire fabric, concrete joints and concrete finishing in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 18 – CONCRETE PAVEMENT- PEDESTRIAN, shall be the number of square yards of concrete material bid for the work. The amount bid shall be payable to the contractor based upon the actual square yards of the contract work completed.

PAY ITEM 19 – CONCRETE PAVEMENT - VEHICULAR

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to prepare and install concrete pavement - vehicular. Items included are surface preparation, welded wire fabric, concrete joints and concrete finishing in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 19 – CONCRETE PAVEMENT- VEHICULAR, shall be the number of square yards of concrete material bid for the work. The amount bid shall be payable to the contractor based upon the actual square yards of the contract work completed.

PAY ITEM 20 – PERMEABLE CONCRETE PAVERS

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to prepare and install permeable concrete pavers. Items included are surface preparation and pavers in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 20 – PERMEABLE CONCRETE PAVERS, shall be the number of square yards of concrete pavers bid for the work. The amount bid shall be payable to the contractor based upon the actual square yards of the contract work completed.

PAY ITEM 21 – GRANITE CURBING

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to furnish and install granite curbing, including concrete backing and surface preparation in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 21 – GRANITE CURBING, shall be a unit price for linear feet of granite curbing. The amount bid shall be payable to the contractor based upon the actual linear feet in place.

PAY ITEM 22 – CONCRETE STAIRS AND CHEEKWALL

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to install concrete stairs and cheek walls, reinforcing, finishing, curing and surface preparation in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 22 – CONCRETE STAIRS AND CHEEKWALL, shall be lump sum price bid for the work specified and required to provide all concrete stairs and cheek walls, reinforcing, finishing, curing and surface preparation. The amount bid shall be payable to the contractor based upon a percentage of the contract work completed.

PAY ITEM 23 – MODULAR BLOCK WALL

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to install modular block wall, cap, all in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 23 – MODULAR BLOCK WALL, shall be the number of linear feet price bid for the work specified and required to provide modular block wall. The amount bid shall be payable to the contractor based upon the actual linear feet in place.

PAY ITEM 24 – METAL HANDRAILS

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to furnish and install metal handrails in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 24 – METAL HANDRAILS, shall be a unit price for linear feet of metal handrails. The amount bid shall be payable to the contractor based upon the actual linear feet in place.

PAY ITEM 25 – SITE FURNISHINGS-TRASH/RECYCLE

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to provide and install trash/recycle receptacle in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 25 – SITE FURNISHINGS-TRASH/RECYCLE, shall be a unit price for each trash/recycle receptacle installed. The amount bid shall be payable to the contractor based upon the actual amount of trash/recycle receptacles installed.

PAY ITEM 26 – SITE FURNISHINGS-BENCH

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to provide and install benches in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 26 – SITE FURNISHINGS-BENCH, shall be a unit price for each bench installed. The amount bid shall be payable to the contractor based upon the actual amount of benches installed.

PAY ITEM 27 – SITE FURNISHINGS-TABLES

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to provide and install tables in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 27 – SITE FURNISHINGS-TABLES, shall be a unit price for each table installed. The amount bid shall be payable to the contractor based upon the actual amount of tables installed.

PAY ITEM 28 – TURF ESTABLISHMENT

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to provide and install turf, including seed mix, fertilizer, mulch, all in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 28 – TURF ESTABLISHMENT, shall be a unit price for square yards of turf establishment. The amount bid shall be payable to the contractor based upon the actual square yards of work performed.

PAY ITEM 29 – SHREDDED BARK MULCH

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to provide and install shredded bark mulch all in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 29 – SHREDDED BARK MULCH, shall be a unit price for cubic yards of shredded bark mulch. The amount bid shall be payable to the contractor based upon the actual cubic yards of work performed.

PAY ITEM 30 – PLANTING - DECIDUOUS TREES

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to provide and install deciduous trees, including mulch, fertilizer, 1 year maintenance period, soil amendments and accessories in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 30 – PLANTING- DECIDUOUS TREES, shall be a unit price for each tree installed. The amount bid shall be payable to the contractor based upon the actual amount of trees installed.

PAY ITEM 31 – PLANTING - FLOWERING TREES

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to provide and install flowering trees, including mulch, fertilizer, 1 year maintenance period, soil amendments and accessories in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 31 – PLANTING- FLOWERING TREES, shall be a unit price for each tree installed. The amount bid shall be payable to the contractor based upon the actual amount of trees installed.

PAY ITEM 32 – PLANTING - EVERGREEN TREES

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to provide and install evergreen trees, including mulch, fertilizer, 1 year maintenance period, soil amendments and accessories in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 32 – PLANTING- EVERGREEN TREES, shall be a unit price for each tree installed. The amount bid shall be payable to the contractor based upon the actual amount of trees installed.

PAY ITEM 33 – PLANTING- SHRUBS

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to provide and install shrubs, including mulch, fertilizer, 1 year maintenance period, soil amendments and accessories in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 33 – PLANTING- SHRUBS, shall be a unit price for each shrub installed. The amount bid shall be payable to the contractor based upon the actual amount of shrubs installed.

PAY ITEM 34 – PLANTING- GROUNDCOVERS

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to provide and install groundcovers, including mulch, fertilizer, 1 year maintenance period, soil amendments and accessories in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 34 – PLANTING- GROUNDCOVERS, shall be a unit price for each groundcover installed. The amount bid shall be payable to the contractor based upon the actual amount of groundcovers installed.

PAY ITEM 35 – BULBS

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to provide and install bulbs, including mulch, fertilizer, 1 year maintenance period, soil amendments and accessories in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 35 – BULBS, shall be a unit price for each bulb installed. The amount bid shall be payable to the contractor based upon the actual amount of groundcovers installed.

PAY ITEM 36 – CONSTRUCTION SIGN

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to provide and install the construction sign, including sign, sign posts, footing excavation and backfill, all in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 36 – CONSTRUCTION SIGN, shall be a unit price for each construction sign installed. The amount bid shall be payable to the contractor based upon the actual amount of construction sign installed.

PAY ITEM 37 – ALLOWANCE # 1

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to provide authorized work from unforeseen conditions and not covered by other items.

Measurement/Payment: Payment for PAY ITEM 37 – ALLOWANCE # 1, shall be paid in accordance with section 01200 of these specifications.

PLUMBING WORK

PAY ITEM 1 – GENERAL REQUIREMENTS

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to mobilization, demobilization, administrative tasks, overhead costs for insurance and bonds, temporary facilities, temporary utilities, maintaining temporary access, coordinating of work and all other Division 0 and Division 1 requirements.

Measurement/Payment: Payment for PAY ITEM 1 – GENERAL REQUIREMENTS, shall be lump sum price bid for the work specified and required to provide all General Requirements except those, which are specified under other items of the contract. The amount bid shall be payable to the contractor based upon a percentage of the contract work completed.

PAY ITEM 2C– TRENCH EXCAVATION AND BACKFILL

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to excavation and backfill of utility pipe trenches, including NYSDOT type 4 subbase backfill under pavement areas and native backfill, all in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 2C – TRENCH EXCAVATION AND BACKFILL , shall be the number of cubic yards of trench excavation and backfill material bid for the work. The amount bid shall be payable to the contractor based upon the actual cubic yards of the contract work completed.

PAY ITEM 3C– PIPE BEDDING, HAUNCH AND INITIAL BACKFILL

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to pipe bedding, haunch and initial backfill of utility pipe trenches, all in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 3C – PIPE BEDDING, HAUNCH AND INITIAL BACKFILL, shall be the number of cubic yards of pipe bedding, haunch and initial backfill material bid for the work. The amount bid shall be payable to the contractor based upon the actual cubic yards of the contract work completed.

PAY ITEM 4 – SMOOTH INTERIOR HDPE PIPE (10")

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to furnish and install 10" dia. HDPE storm pipe and fittings in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 4 – SMOOTH INTERIOR HDPE PIPE (10"), shall be a unit price for linear feet of HDPE pipe including fittings. The amount bid shall be payable to the contractor based upon the actual linear feet in place.

PAY ITEM 5 – SMOOTH INTERIOR HDPE PIPE (8")

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to furnish and install 8" dia. HDPE storm pipe and fittings in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 5 – SMOOTH INTERIOR HDPE PIPE (8"), shall be a unit price for linear feet of HDPE pipe including fittings. The amount bid shall be payable to the contractor based upon the actual linear feet in place.

PAY ITEM 6 – SMOOTH INTERIOR HDPE PIPE (6")

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to furnish and install 6" dia. HDPE storm pipe and fittings in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 6 – SMOOTH INTERIOR HDPE PIPE (6"), shall be a unit price for linear feet of HDPE pipe including fittings. The amount bid shall be payable to the contractor based upon the actual linear feet in place.

PAY ITEM 7 – PERFORATED HDPE UNDERDRAIN (4")

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to furnish and install perforated HDPE underdrain pipe and fittings in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 7 – PERFORATED HDPE UNDERDRAIN (4"), shall be a unit price for linear feet of 4" perforated HDPE underdrain pipe. The amount bid shall be payable to the contractor based upon the actual linear feet in place.

PAY ITEM 8 – AREA DRAIN

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to provide and install 18" Area Drains in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 8 – AREA DRAIN, shall be a unit price for each area drain installed. The amount bid shall be payable to the contractor based upon the actual amount of area drains installed.

PAY ITEM 9 – CLEANOUTS

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to provide and install cleanouts in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 9 – CLEANOUTS, shall be a unit price for each cleanout installed. The amount bid shall be payable to the contractor based upon the actual amount of cleanouts installed.

PAY ITEM 10 – STORM SEWER CONNECTION

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to connect the new storm sewer to the existing catch basin, including all accessories, all in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 10 – STORM SEWER CONNECTION, shall be a price for each storm sewer connection to existing catch basin, including accessories. The amount bid shall be payable to the contractor based upon each connection.

PAY ITEM 11 – WATER SERVICE PIPE (1/2")

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to furnish and install 1/2" dia. water service pipe and fittings in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 11 – WATER SERVICE PIPE (1/2"), shall be a unit price for linear feet of 1/2" dia. water service pipe including fittings. The amount bid shall be payable to the contractor based upon the actual linear feet in place.

PAY ITEM 12 – WATER SERVICE PIPE (1")

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to furnish and install 1" dia. water service pipe and fittings in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 12 – WATER SERVICE PIPE (1"), shall be a unit price for linear feet of 1" dia. water service pipe including fittings. The amount bid shall be payable to the contractor based upon the actual linear feet in place.

PAY ITEM 13 – WATER SERVICE PIPE (2")

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to furnish and install 2" dia. water service pipe and fittings in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 13 – WATER SERVICE PIPE (2"), shall be a unit price for linear feet of 2" dia. water service pipe including fittings. The amount bid shall be payable to the contractor based upon the actual linear feet in place.

PAY ITEM 14 – PVC SLEEVES (2")

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to furnish and install 2" dia. PVC sleeves in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 14 – PVC SLEEVES (2"), shall be a unit price for linear feet of 2" dia. PVC sleeves including fittings. The amount bid shall be payable to the contractor based upon the actual linear feet in place.

PAY ITEM 15 – GATE VALVE (1/2")

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to provide and install the 1/2" Gate Valve, including fittings and accessories, all in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 15 – GATE VALVE (1/2"), shall be a unit price for each 1/2" gate valve installed. The amount bid shall be payable to the contractor based upon the actual amount of gate valves installed.

PAY ITEM 16 – GATE VALVE (1")

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to provide and install the 1/2" Gate Valve, including fittings and accessories, all in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 16 – GATE VALVE (1"), shall be a unit price for each 1/2" gate valve installed. The amount bid shall be payable to the contractor based upon the actual amount of gate valves installed.

PAY ITEM 17 – GATE VALVE (2")

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to provide and install the 2" Gate Valve, including fittings and accessories, all in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 17 – GATE VALVE (2"), shall be a unit price for each 2" gate valve installed. The amount bid shall be payable to the contractor based upon the actual amount of gate valves installed.

PAY ITEM 18 – DISINFECTION AND SAMPLING TAP

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to provide and install the disinfection and sampling tap, fittings and accessories, all in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 18 – DISINFECTION AND SAMPLING TAP, shall be a unit price for each disinfection and sampling tap installed. The amount bid shall be payable to the contractor based upon the actual amount of taps installed.

PAY ITEM 19 – WATER SERVICE CONNECTION

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to connect the new water service to the existing water main, including all fittings and accessories, all in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 19 – WATER SERVICE CONNECTION, shall be a price for each water service connection to existing water main, including fittings and accessories. The amount bid shall be payable to the contractor based upon each connection.

PAY ITEM 20 – DRINKING FOUNTAIN

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to provide and install drinking fountain in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 20 – DRINKING FOUNTAIN, shall be a unit price for each drinking fountain installed. The amount bid shall be payable to the contractor based upon the actual amount of drinking fountains installed.

PAY ITEM 21 – FROST FREE YARD HYDRANT

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to provide and install frost free yard hydrant in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 21 – FROST FREE YARD HYDRANT, shall be a unit price for each frost free yard hydrant installed. The amount bid shall be payable to the contractor based upon the actual amount of frost free yard hydrants installed.

PAY ITEM 22 – SPLASH PAD – STREAM JET NO. 1

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to provide and install stream jet no. 1 including fittings and accessories, in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 22 – SPLASH PAD – STREAM JET NO. 1, shall be a unit price for each stream jet no. 1 including fittings and accessories installed. The amount bid shall be payable to the contractor based upon the actual amount of stream jet no. 1 including fittings and accessories installed.

PAY ITEM 23 – SPLASH PAD – STREAM JET NO. 2

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to provide and install stream jet no. 2 including fittings and accessories, in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 23 – SPLASH PAD – STREAM JET NO. 2, shall be a unit price for each stream jet no. 2 including fittings and accessories installed. The amount bid shall be payable to the contractor based upon the actual amount of stream jet no. 2 including fittings and accessories installed.

PAY ITEM 24 – SPLASH PAD – SIDE WINDER

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to provide and install side winder including fittings and accessories, in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 24 – SPLASH PAD – SIDE WINDER, shall be a unit price for each side winder including fittings and accessories installed. The amount bid shall be payable to the contractor based upon the actual amount of side winder including fittings and accessories installed.

PAY ITEM 25 – SPLASH PAD – PLAYSAFE DRAIN

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to provide and install playsafe drain including fittings and accessories, in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 25 – SPLASH PAD – PLAYSAFE DRAIN, shall be a unit price for each play safe drain including fittings and accessories installed. The amount bid shall be payable to the contractor based upon the actual amount of playsafe drain, including fittings and accessories installed.

PAY ITEM 26 – SPLASH PAD – FOOT ACTIVATOR

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to provide and install foot activator including fittings and accessories, in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 26 – SPLASH PAD – FOOT ACTIVATOR, shall be a unit price for each foot activator including fittings and accessories installed. The amount bid shall be payable to the contractor based upon the actual amount of foot activator, including fittings and accessories installed.

PAY ITEM 27 – SPLASH PAD – LED LIGHT

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to provide and install LED light including fittings and accessories, in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 27 – SPLASH PAD – LED LIGHT, shall be a unit price for each LED light including fittings and accessories installed. The amount bid shall be payable to the contractor based upon the actual amount of LED light, including fittings and accessories installed.

PAY ITEM 28 – SPLASH PAD – CONTROL CABINET

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to provide and install control cabinet including fittings and accessories, in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 28 – SPLASH PAD – CONTROL CABINET, shall be a unit price for each control cabinet including fittings and accessories installed. The amount bid shall be payable to the contractor based upon the actual amount of control cabinet, including fittings and accessories installed.

PAY ITEM 29 – PVC DRAIN LINE (1/2")

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to furnish and install 1/2" PVC drain line pipe and fittings in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 29 – PVC DRAIN LINE (1/2"), shall be a unit price for linear feet of 1/2" dia. PVC drain line pipe including fittings. The amount bid shall be payable to the contractor based upon the actual linear feet in place.

PAY ITEM 30 – PVC DRAIN LINE (3/4")

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to furnish and install 3/4" PVC drain line pipe and fittings in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 30 – PVC DRAIN LINE (3/4"), shall be a unit price for linear feet of 3/4" dia. PVC drain line pipe including fittings. The amount bid shall be payable to the contractor based upon the actual linear feet in place.

PAY ITEM 31 – PVC DRAIN LINE (1 1/2")

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to furnish and install 1 1/2" PVC drain line pipe and fittings in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 31 – PVC DRAIN LINE (1 1/2"), shall be a unit price for linear feet of 1 1/2" dia. PVC drain line pipe including fittings. The amount bid shall be payable to the contractor based upon the actual linear feet in place.

PAY ITEM 32 – PVC DRAIN LINE (2")

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to furnish and install 2" PVC drain line pipe and fittings in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 32 – PVC DRAIN LINE (2"), shall be a unit price for linear feet of 2" dia. PVC drain line pipe including fittings. The amount bid shall be payable to the contractor based upon the actual linear feet in place.

PAY ITEM 33 – PVC DRAIN LINE (4")

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to furnish and install 4" PVC drain line pipe and fittings in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 33 – PVC DRAIN LINE (4"), shall be a unit price for linear feet of 4" dia. PVC drain line pipe including fittings. The amount bid shall be payable to the contractor based upon the actual linear feet in place.

PAY ITEM 34 – PVC DRAIN LINE (8")

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to furnish and install 8" PVC drain line pipe and fittings in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 34 – PVC DRAIN LINE (8"), shall be a unit price for linear feet of 8" dia. PVC drain line pipe including fittings. The amount bid shall be payable to the contractor based upon the actual linear feet in place.

PAY ITEM 35 – PVC SUPPLY LINES TO SPRAY FEATURES

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to furnish and install PVC supply lines to spray features pipe and fittings in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 35 – PVC SUPPLY LINES TO SPRAY FEATURES, shall be a lump sum price for PVC supply lines to spray features pipe including fittings and accessories. The amount bid shall be payable to the contractor based upon a percentage of the work completed.

PAY ITEM 36 – CONNECTION TO SEWER MAIN

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to connect the drain lines to the existing sewer main, including all fittings and accessories, all in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 36 – CONNECTION TO SEWER MAIN, shall be a price for each drain line connection to existing sewer main, including fittings and accessories. The amount bid shall be payable to the contractor based upon each connection.

PAY ITEM 37 – ALLOWANCE # 1

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to provide authorized work from unforeseen conditions and not covered by other items.

Measurement/Payment: Payment for PAY ITEM 37 – ALLOWANCE # 1, shall be paid in accordance with section 01200 of these specifications.

ELECTRICAL WORK

PAY ITEM 1 – GENERAL REQUIREMENTS

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to mobilization, demobilization, administrative tasks, overhead costs for insurance and bonds, temporary facilities, temporary utilities, maintaining temporary access, coordinating of work and all other Division 0 and Division 1 requirements.

Measurement/Payment: Payment for PAY ITEM 1 – GENERAL REQUIREMENTS, shall be lump sum price bid for the work specified and required to provide all General Requirements except those, which are specified under other items of the contract. The amount bid shall be payable to the contractor based upon a percentage of the contract work completed.

PAY ITEM 2C– TRENCH EXCAVATION AND BACKFILL

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to excavation and backfill of utility pipe trenches, including NYSDOT type 4 subbase backfill under pavement areas and native backfill, all in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 2C – TRENCH EXCAVATION AND BACKFILL, shall be the number of cubic yards of trench excavation and backfill material bid for the work. The amount bid shall be payable to the contractor based upon the actual cubic yards of the contract work completed.

PAY ITEM 3C– 6" SAND ENVELOPE

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to sand envelope, all in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 3C – 6" SAND ENVELOPE, shall be the number of cubic yards of sand envelope bid for the work. The amount bid shall be payable to the contractor based upon the actual cubic yards of the contract work completed.

PAY ITEM 4C – UTILITY WARNING TAPE

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to furnish and install utility warning tape, all in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 4C – UTILITY WARNING TAPE, shall be a price for linear feet of utility warning tape. The amount bid shall be payable to the contractor based upon the linear feet of utility warning tape in place.

PAY ITEM 5 – LIGHTING FIXTURES AND POLES

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to furnish and install the lighting fixtures and poles, including light poles and complete fixtures, all in accordance with the plans and specifications. Concrete footings shall be paid for under item 12C, concrete footings.

Measurement/Payment: Payment for PAY ITEM 5 – LIGHTING FIXTURES AND POLES, shall be a price for each lighting fixtures and poles, including light poles and complete fixtures. The amount bid shall be payable to the contractor based upon the number of lighting fixtures and poles in place.

PAY ITEM 6 – BOLLARD LIGHT

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to furnish and install the bollard lights, including mounting, all in accordance with the plans and specifications. Concrete footings shall be paid for under item 12C, concrete footings.

Measurement/Payment: Payment for PAY ITEM 6 – BOLLARD LIGHT, shall be a price for each bollard light, including mounting. The amount bid shall be payable to the contractor based upon the number of bollard lights in place.

PAY ITEM 7 – LED IN GRADE LIGHTS

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to furnish and install the LED in grade lights, including mounting, all in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 7 – LED IN GRADE LIGHTS, shall be a price for each LED in grade lights, including mounting. The amount bid shall be payable to the contractor based upon the number of LED in grade lights in place.

PAY ITEM 8 – HAND HOLES

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to furnish and install hand holes, all in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 8 – HAND HOLES, shall be a price for each hand hole. The amount bid shall be payable to the contractor based upon the number offhand holes in place.

PAY ITEM 9C – 2" PVC CONDUIT

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to furnish and install 2" dia. PVC conduit in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 9C – 2" PVC CONDUIT, shall be a unit price for linear feet of 2" dia. PVC conduit including fittings and accessories. The amount bid shall be payable to the contractor based upon the actual linear feet in place.

PAY ITEM 10C – LIGHTING WIRING

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to furnish and install the lighting wiring, including all accessories, all in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 10C – LIGHTING WIRING, shall be a price for linear feet of wiring, including accessories. The amount bid shall be payable to the contractor based upon the linear feet of lighting wiring in place.

PAY ITEM 11 – CONNECTION TO POWER SOURCE

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to connect the new lighting system to the power source, including all accessories, all in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 11 – CONNECTION TO POWER SOURCE, shall be a price for each lighting connection to power source, including accessories. The amount bid shall be payable to the contractor based upon each connection.

PAY ITEM 12C – CAST IN PLACE CONCRETE FOOTINGS

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to provide and install concrete footings for light poles, bollards, including reinforcement in accordance with the plans and specifications.

Measurement/Payment: Payment for PAY ITEM 12C – CAST IN PLACE CONCRETE FOOTINGS, shall be the number of cubic yards of concrete material bid for the work, including reinforcement. The amount bid shall be payable to the contractor based upon the actual cubic yards of the contract work completed.

PAY ITEM 13 – ALLOWANCE # 1

Work included: All labor, materials, tools, equipment, supervision and services necessary and incidental to provide authorized work from unforeseen conditions and not covered by other items.

Measurement/Payment: Payment for PAY ITEM 13 – ALLOWANCE # 1, shall be paid in accordance with section 01200 of these specifications.

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 - GENERAL CONSTRUCTION CONTRACT

The General Construction Contract scope of work shall include, but not be limited to:

- A. General Requirements, survey and stakeout.
- B. Obtain Highway Work Permit from City of Plattsburgh DPW for work in city streets.
- C. Site demolition and removals.
- D. Furnish and install erosion controls.
- E. Earthwork and site grading including cut to fill subgrades, compaction and preparation of sub-grade elevations. Furnish and install topsoil as required for landscaping.
- F. Furnish and install permeable concrete pavers, concrete and asphalt pavements, and curbing, including subbase courses and geotextiles.
- G. Furnish and install concrete stairways and handrails.
- H. Furnish and install modular block walls.
- I. Furnish and install splash pad concrete pavement. See other trades for splash pad plumbing and electrical work. Coordinate work with other trades.
- J. Furnish and install site furnishings, including tables, umbrellas, trash and recycling receptacles, benches, and tree pits.
- K. Furnish and install landscaping, including lawn establishment.

1.03 SUMMARY OF WORK – ELECTRICAL CONTRACT

- A. Electrical trench excavation and backfill work shall be performed under the Electrical Contract.
- B. All electrical relocation or new service requires City of Plattsburgh Permits and can be obtained from the Plattsburgh Municipal Lighting Department (PMLD). After obtaining the necessary permits the project construction schedule shall be coordinated with PMLD within 72 hours advance notice for all work.
- C. Furnish and install site electrical work including: electrical wiring and conduit, hand holes, light poles and fixtures, light bollards, in-grade LED lights, and connections to existing electrical transformer and electric box.

1.04 SUMMARY OF WORK – PLUMBING CONTRACT

- A. Plumbing trench excavation and backfill work shall be performed under the Plumbing Contract.

- B. All water and sewer relocation or new construction requires City of Plattsburgh Water and Sewer Permits and can be obtained from the City Building Inspector in coordination with DPW. After obtaining the necessary permits the project construction schedule shall be coordinated with DPW within 72 hours advance notice for all work.
- C. Furnish and install new stormwater management system including area drains, HDPE piping, connection to existing storm line and all fittings and accessories.
- D. Furnish and install new water supply system including cold water service to drinking fountain, yard hydrant and splash play controller, gate vales, drain valves, connection to existing water line, and all fittings and accessories.
- E. Furnish and install splash pad, including controller, splash pad features, play safe drain, LED lights, and all fittings and accessories. See other trades for splash pad pavement and electrical work. Coordinate work with other trades.
- F. Furnish and install new PVC drain lines, tee fittings, and connection to existing sewer main.

1.05 CONTRACT DOCUMENTS

The work of these contracts shall be completed as shown or described on the following contract documents:

Project Manual:

SECTION 00 0110

TABLE OF CONTENTS

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

00 0110 Table of Contents

BIDDING REQUIREMENTS

00 0115 Notice to Bidders
 00 4110 Bid Form General Construction
 00 4111 Bid Form Plumbing Work
 00 4112 Bid Form Electrical Work
 00 4200 Non-Collusive Bidding Certification
 00 4250 DOS Form E

AGREEMENT FORM

----- Standard Form of Agreement between Owner and Contractor,
 (AIA Document A101-2017)

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 A201-2017)
 00 8110 Supplementary Conditions
 00 8300 General One Year Guarantee

SCHEDULE OF WAGE RATES

00 8401 NYSDOL Prevailing Wage Schedule

DIVISION 01 – GENERAL REQUIREMENTS

01 0250 Measurement and Payment
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 System

DIVISION 13 -- SPECIALTIES

13 1118 – Splash Pad Recreation Equipment

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 – Asphalt Pavement
32 1410 – Permeable Concrete Pavers
32 3120 – Site Furnishings
32 9218 – Landscape Grading
32 9219 – Seeding
32 9222 – Landscape Planting

DIVISION 33 – SITE UTILITIES

33 1000 – Sanitary Sewer
33 1100 - Water Supply
33 1200 - Disinfection of Water Supply
33 1300 – Stormwater Management
33 2000 – Electrical Conduit
33 3000 – Site Lighting

Construction Drawings:

G100	Cover Sheet
L100	Survey of Westelcom Park
L200	Demolition and Erosion Control Plan
L300	Layout and Materials Plan
L400	Grading and Drainage Plan
L500	Planting Plan
L600	Site Details
L601	Site Details
L602	Splash Pad Details
C100	Site Utility Plan
C200	Splash Pad Enlargement Plan
C300	Site Utility Details

1.03 CONTRACT DESCRIPTION

The work consists of three (3) separate contracts, General Construction, Electrical and Plumbing.

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 twenty (120) calendar days. Project work shall commence about on April 15, 2021 with substantial completion about on August 20, 2021 and final completion of work expected September 3, 2021.

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

- A. Include in the Contract, a stipulated sum/price as follows for use upon Owner's instruction for field changes.
 - General Construction Contract \$10,000
 - Electrical Contract \$5,000
 - Plumbing Contract \$5,000
- B. 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.
- C. Funds will be drawn from Field Allowance only by Change Order.
- D. 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. All temporary facilities and health and safety requirements are the responsibility of the General Contractor.
- B. 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 stairways, 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.

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 SYSTEM**

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 13 1118

SPLASH PAD RECREATION EQUIPMENT

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes

1. Work shall include, but is not limited to:
 - a. Furnish and install splash pad play equipment, activation devices and controller, and manifold.
 - b. Furnish and install all piping, valves, electrical, and accessory items shown and/or specified as needed to form complete operating system in conjunction with splash pad equipment.
 - c. Contractor shall coordinate with the equipment supplier and furnish and install all components, wiring and accessories to provide a complete and operational system that complies with all local, state, and federal requirements.

1.02 REFERENCES

- A. This installation shall comply with all applicable provisions of the latest edition of the following codes:
 1. All local, state and governing building, plumbing electrical, health, etc. codes.
 2. National Electrical Code (NEC).
 3. National Fire Protection Association (NFPA).
- B. Materials furnished hereunder shall comply with the latest edition of applicable standard specifications published by the following organizations:
 1. American Society for Testing and Materials (ASTM).
 2. American National Standards Institute (ANSI).
 3. American Society of Mechanical Engineers (ASME).
 4. American Society of Sanitary Engineering (ASSE).
 5. American Water Works Association (AWWA).
 6. Commercial Standards (CS).
 7. National Electrical Manufacturers Association (NEMA).
 8. National Sanitation Foundation (NSF).

1.03 QUALITY ASSURANCE

- A. Owner has selected to use splash pad related equipment as manufactured by Vortex Aquatic Structures International, Inc. as identified in this Section. Vortex Manufacturer Representative for the project area is Denzak Recreational Design and Supply, (800) 925-1545, Contact: Joe Denzak. Contractor shall purchase and install the Vortex materials identified in the Specifications and as shown on the Drawings.
- B. Contractor shall include and schedule the manufacturer representative to attend a pre-installation meeting with Contractor, Owner, and Engineer a minimum of 2 weeks prior to starting work of this Section. Contractor shall use the manufacturer representative to provide additional guidance and recommendations throughout construction.
- C. Certain sections of the Specifications contain performance criteria rather than product descriptions. It shall be the obligation of the Contractor to ensure that all criteria are satisfied, and the burden of proof of conformance shall rest with the Contractor. The Engineer shall require complete calculation, past performance records, and if required, inspection trips of similar facilities to substantiate conformance with these criteria. The Engineer shall be the sole judge of conformance and the Contractor is cautioned that he will be required to Bid and provide a finished product meeting all stated criteria.
- D. Installer: Company specializing in performing the work of this Section with minimum of three years' experience.
- E. Upon completion of construction, Contractor shall include and arrange for the manufacturer representative to provide onsite training for the Owner relative to startup, shutdown and winterization procedures, day to day operation, and maintenance procedures, control programming, etc. for the splash pad.
- F. Products Requiring Electrical Connection: Listed and classified by Underwriters' Laboratories (UL) as suitable for the purpose specified and indicated.

1.04 SUBMITTALS

- A. The Contractor shall be responsible for providing 3 copies plus the quantity that Contractor would like returned to them of all submittals.
- B. Product Data: Provide data on specified systems, including all components.
- C. Shop Drawings: Indicate location of spray features, activators, control system, valves, as well as dimensions, connection details, details of assembly and interface with adjacent construction and equipment, anchors, and utility rough-in locations.
- D. Certificates: Certify that products of this Section meet or exceed specified requirements.
- E. Manufacturer's Installation Instructions: Indicate installation instructions for specified equipment including each component.
- F. Project Closeout Items.
- G. Operation and Maintenance Manuals. Provide operating and maintenance instructions for the entire system, including but not limited to start-up procedures, day to day operation of the system, maintenance instructions and maintenance schedules, instructions for winterizing, reprogramming controllers, parts lists, etc.

1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. All aquatic play products and associated equipment must be properly wrapped and secured in place while in transport to the Site. Care shall be observed during offloading and handling to prevent excessive stress and abrasions.
- B. The Contractor shall keep the play products and associated equipment stored in safe secured areas until the actual time of installation.
- C. Protective wrapping on the aquatic play features must be left in place until construction work for the splash pad is complete.
- D. Painted surfaces shall be protected against impact, abrasion, discoloration, and other damage. Painted surfaces that are damaged prior to acceptance of equipment shall be repainted to the satisfaction of the Engineer.
- E. Electrical equipment, controls, and insulation shall be protected against moisture or water damage.
- F. Store materials under cover and elevated above grade.
- G. Replacements: In the event of damage, loss, etc. immediately make all repairs and replacements necessary to the approval of Engineer at no additional cost to the Owner.

1.06 WARRANTY

- A. In general, correct defective work of materials and workmanship within a 2-year period after Substantial Completion for all Project elements. Additional manufacturer warranties are noted in the following Paragraph B.
- B. The following is a description of the Splash Pad Equipment Manufacturer Warranties to be provided:
 - 1. 25-year warranty on stainless steel water play features, stainless steel anchoring systems, and aluminum spheres.
 - 2. 5-year warranty on brass components, including spray nozzles, spray caps, and spray heads. High-density polyethylene components, polyurethane components, and ultra high molecular weight polyethylene components. The stainless steel automated water distribution manifold, drain boxes, strainers, and electrical enclosures.
 - 3. 2-year warranty on coatings, stainless steel hardware and moving parts, fiberglass products, Seeflow Polymers, Soft Touch Elastomers (Toe Guards), polyvinyl chloride (PVC) piping, fittings, ball valves, check valves, pressure gauges, electrical relays, terminal blocks, actuated valves, programmable logic controller (PLC controller), time switches, manual switches, transformers, breakers, electrical wiring, and connections.

PART 2 PRODUCTS

2.01 APPROVED MANUFACTURER

- A. Spray features, activators, and control system shall be supplied by Vortex, Montreal, Canada, Tel 877-586-7839 or 514-694-3868, <https://www.vortex-intl.com/>, Local Manufacturer Representative: Denzak Recreational Design and Supply (Tel 800-925-1545). Contact: Joe Denzak. OR an approved equal, with all features, activators, and equipment from a single

manufacturer, which meet specifications of this section.

2.02 SPLASH PAD EQUIPMENT

A. Spray features shall operate at the flow rates as indicated in the Specifications.

B. General Product Construction:

1. Stainless Steel Structural Tubing: Shall be 304/304L, structurally strong, durable and resistant to corrosive environments. Rigid centricast fiber reinforced (FRP) and/or molded fiberglass, PVC, filament wound tubing, galvanized steel, or aluminum shall not be utilized for any above or below grade play product structures.
2. Mounting and Assembly Hardware: All hardware and anchoring systems shall be 304/304L stainless steel. All Play Products and Ground Spray systems shall include an integrated anchoring and leveling system facilitating installation and a flush surface finish. Exposed and accessible hardware shall be tamper resistant, requiring a special tool for removal to deter vandalism and theft.
3. Spray nozzles, Caps, and Heads: Shall be manufactured from C360 brass and shall use tamper resistant tools for installation and removal. PVC, Nylon, and Delrin TM shall not be utilized. All grade level play products are to be furnished with appropriate winterization caps
4. Play Product Finish: Shall be polished stainless steel finish or polyester smooth glossy heat- cured powder coat that is UV and chemical resistant and suitable for public spaces. Color selections to be made by Owner from manufacturer standard colors.
5. Material for Paneling, Signage, Water Deflection, and Toe Guards: All polyethylene, polyurethane, elastomers, and Seeflow polymers used for paneling, signage, or water deflection shall be resistant to chlorinated water and be ultraviolet stabilized to inhibit sunlight fading.
6. Safety and Craftsmanship: All edges shall be machined to a rounded finish. All welds shall be watertight, buffed smooth, or polished to a non-visible finish and factory pressure tested. Accessible nozzles and spray heads shall be recessed to ensure a completely safe play environment with no pinch points, head entrapments, or protrusion hazards. All products shall be designed in accordance with ASTM F1487 and CSA Z614-98 regulations for public playgrounds.
7. Bonding/Grounding: All play equipment is to be grounded and bonded per the requirements of a permanently installed pool and splash pad per article 680 of the NEC.
8. Concrete footings shall be as shown on the Drawings and specified. The Contractor shall provide all labor, material, and equipment to construct the concrete footings as shown on the Drawings and shall confirm with manufacturer regarding installation requirements.

C. Spray Feature Equipment List:

1. Feature Accessories:
 - a. Manufacturer shall provide winterization accessories, i.e. caps, plugs, etc. for all water features.
2. Jet Stream N°1 (VOR-7512.0000R01) (Quantity: 6):

- a. Play Product Structure: The Jet Stream N°1 VOR-7512.0000 shall be constructed of 304/304L stainless steel structural tubing with an outside diameter of 3" (7.6cm). The lead-free brass spray cap shall be threaded into the stainless steel spray head housing using a tamper-resistant tool. Tamper resistant brass winter cap shall be included. The Embedded anchoring and leveling system shall be used.
 - b. Overall play product dimensions: The overall height of the Play Product shall be 0" (0 cm) above ground.
 - c. Play Product Interactivity: Creates visual interest as a concentrated jet of water sprays up in a sleek Jet Stream.
 - d. Hydraulic Activity/Components: The lead-free brass spray cap shall have a single ¼" (6mm) spray hole projecting a vertical stream.
 - e. Hydraulic Requirements: The hydraulic requirements shall be 2-3 gpm (7.6 – 11.3 lpm) @ 5-10 psi (0.4 – 0.7 bar).
3. Jet stream N°2 (VOR-322.4000) (Quantity: 3):
- a. Play Product Structure: The Jet stream N°2 VOR-0325 shall be constructed of 304/304L stainless steel with an outside diameter of 4½" (11.4cm). The lead-free brass spray cap shall be fastened to the body using tamper-resistant fasteners. A Tamper resistant brass winter cap shall be included. The embedded anchoring and leveling system shall be used. Ground sprays are compatible with many nozzles each producing different water effects. The spray zone of each chosen nozzle varies according to its respective water effect. When many ground sprays are connected to the same water line, they must have the same hydraulic requirements.
 - b. Overall play product dimensions: The overall height of the Play Product shall be 0" (0cm).
 - c. Play Product Interactivity: Users can play with the various levels of tactile experience created by the water effect. As well as admire the volume it creates when the laminar jet is at its peak prior to falling down.
 - d. Hydraulic Activity/Components: The spray cap shall have one (1) groove of 1/16" (0.2cm) by 2" (5cm). The groove creates a thin laminar jet and a volume of water when it falls down.
 - e. Hydraulic Requirements: The hydraulic requirements shall be 3-5 gpm (11-19 lpm) @ 3-5 psi (0.2-0.3 bar).
4. Side Winder (VOR-7518.0000) (Quantity: 1):
- a. Play Product Structure: The Side Winder VOR-7518.0000 shall be constructed of 304/304L stainless steel structural tubing with an outside diameter of 4½" (11.4cm). The lead-free brass spray cap shall be fastened to the body using tamper-resistant fasteners. Tamper resistant brass winter cap shall be included. The Embedded anchoring and leveling system shall be used.
 - b. Overall play product dimensions: The overall height of the Play Product shall be 0" (0cm).

- c. Play Product Interactivity: Users can enjoy the eighteen water arcs created by the Side Winder.
- d. Hydraulic Activity/Components: The spray cap shall have an eighteen (18) hole spray pattern with a combined angle of 10° from vertical.

D. Activator:

1. Foot Activator (VOR-606.0000) (Quantity: 1)
 - a. Play Product Structure: The Foot Activator VOR-606.0000 shall be constructed of 304/304L stainless steel structural tubing with an outside diameter of 4.50" (11.4cm) and a wall thickness of 0.120" (3mm). The activator shall have no moving parts and run on a low voltage electrical supply. A capacitive sensor switch to be used as an interface for processing user input activation. The activation cap shall consist of a high impact-resistant protective cap. The protective cap shall be constructed of 316 Stainless steel and powder coated, the s Steel Button integrated and shall be secured in place using tamper-resistant fasteners.
 - b. Overall play product dimensions: The above ground height shall be 11" (28 cm)
 - c. Play Product Interactivity: The Foot Activator shall be the direct interface between the users of the aquatic play area and the aquatic Play Products. The pre-programmed sequences of the aquatic Play Products shall be activated only when the touch-activated button on the Foot Activator is pressed by the user. The Bollard Activator have a led light activation signal.
 - d. Hydraulic Activity/Components: Not applicable.

E. LED Lights:

1. UL Certified LED Light Module (VOR-7056.4000) (Quantity:5)
 - a. Play Product Structure: LED Light Module shall be constructed of 304/304L stainless steel with a can outside diameter of 8 5/8" inches and a wall thickness of 0.148" inches. The LED Light shall consist of a LED, a glass cover, a housing, a ring to mount the LED and glass into housing, a inside power cable and a cable gland. The LED shall be 4 x 2.5W type high power LED RGBW-in one. The glass shall be 8mm step tempered. The housing shall be molding shape. The ring shall be constructed of IP68 316T (Titanium) stainless steel. The inside power and communication cable shall be 0.9m SOOW 18/5 (5 x 0.82mm²). Power and communication from controller shall be using UL certified's combined DMX/POWER cable specified in VOR-7056.4000 Installation drawings. The junction box shall be constructed of cast laiton and grounded to the niche. The LED fixture and the junction box shall be classified by UL as submersible. The power range handled by the LED fixture shall be both 11-14VAC and 11-26VDC. For UL certification reasons, Vortex uses only the 11-14VAC for powering VOR-7056.4000. The anchoring system shall have an integrated leveling system facilitating installation. All components on the electrical line shall be UL certified : LED fixture, cable gland on LED fixture, cable from LED fixture to junction box, junction box, contact terminal, cable glands on junction box, cable glands on the niche.
 - b. Overall play product dimensions: The overall diameter (including the niche leveling flange shall be 13". Overall height of the product (before pouring in the concrete) is 12.31".

- c. Play Product Interactivity: LED light is composed by 4 colors : red, green, blue and pure warm white. All spectrum of colors from the 4 basic colors can be created. By default, color sequence will use a random fade in / fade out effect, specific to each color group. But client can request specific color sequence, for instance solid color for special days, or only a limited range of colors.

2. LED Power Pack Specifications:

- a. **Equipment Enclosures:** Shall be made from corrosion resistant hot compression moulded fiberglass reinforced polyester which does not contain halogens. The enclosure shall be capable of withstanding constant temperatures from -58°F (-50°C) up to 302° F (150° C) and shall provide indirect electrical contact protection for equipment and operators. Enclosures shall be UL listed per UL Standard 508 for NEMA 3, 3R, 4, 4X, 12 and 13; CSA Certified per Standard C22.2-0, 0.4, 0.7, 0.6, 94 Type 3, 3R, 4, 4X, 12 and 13.

3. LED Power Pack controller 33908.403x:

- a. The LED Power Pack Controller shall be housed in a corrosion resistant NEMA 4X rated enclosure.
- b. The LED Power Pack Controller receives signals from Maestro Controller through an Ethernet wire. That controller is not a standalone unit and can't be separated from the Maestro main controller.
- c. The LED Power Pack Controller can power multiple LEDs up to a maximum of 12 LED, 30W each, for a total of 360W.
- d. A maximum of one LED shall be connected to each available outputs of the LED Power Pack Controller. There are 12 different outputs in the LED Power Pack Controller.
- e. The LED Power Pack Controller includes terminal for maximum gauge of 12 AWG for wiring with LEDs lines.
- f. Each output is a 5-conductor output: 2 conductors for power (PHASE / NEUTRAL), 1 conductor for grounding (GND) and 2 conductors for communication (DMX+ / DMX-).
- g. Since DMX LEDs are addressed, each LED connected to the LED Power Pack Controller can be independently controlled (= each LED can have its own color sequence).
- h. Light sequences shall be designed according to the requirements of the project. The sequence shall have the flexibility to be user modified using either a transportable USB Key, or with an internet connection or via the Touch screen user interface.
- i. Light sequences are fully synchronized with spray sequences. Same and unique user interface is used on the touch screen of the Maestro.
- j. A 24hr/7day user programmable agenda, which shall allow the user to set the operational hours of the facility, shall be incorporated into the Maestro Controller. For any further details about user interface, please refer to the User Guide Manual provided by Vortex.
- k. Main Power: 120VAC 60Hz (North America only) for 33908.4030 and 240VAC 50Hz for 33908.4031.
- l. Power Supply: contains 2x300W UL LISTED Pool & Spa transformer supplying a 12-13-14VAC 60Hz for powering connected LEDs.

- m. DMX console: Ethernet to DMX console, 512 DMX channels max, 1A max @ 9-24VDC, IP-20.
 - n. External enclosure dimension: refer to corresponding installation drawing.
4. Installation Characteristics:
- a. Electrical Connections: All main power electrical connections to the Maestro Controller are to be performed per local codes.
 - b. Drawings and Instructions: Product drawings and installation manuals shall be supplied by the manufacturer for ease of installation.
 - c. As per Electrical Construction and Safety Codes: Controller and/or LED power panels and/or any other electrical equipment must be hard-wired to a ground fault circuit interrupter (GFCI) from the input power source. All electrical work should be performed by a licence electrician in accordance to local electrical construction and safety codes.

F. Playsafe Drain No1 VOR-1001.4000R02 :

1. Play Product Structure: The Playsafe Drain No1, VOR-1001.4000 consists of a frame and a removable cover. Stainer basket shall be provided. The frame shall be constructed of a stainless steel 1/8" thickness X 2" width X 30" outside diameter bent flat bar and a stainless steel 29 3/4" outside diameter bent square tube. The deckgrating cover shall be stainless steel and constructed with 29 1/2" diameter and 1/4" thickness. The open area of the playsafe drain is 134.5 sq.in. (867.7 sq. cm) and the gap of the openings is 1/4 in (0.6 cm). This removable cover has an antiskid surface. The Playsafe Drain No1 has also an optional strainer basket. A form with the playsafe drain which has the capabilities to be leveled shall be inserted in the hole to create concrete drain box pit. Once the drain box pit is created, the form shall be removed. The Playsafe Drain No1 allows for multi drain access points. Each water line outlet connected to the drain box shall be a maximum of 8" in diameter at a minimum slope of 1% . The maximum GPM will be 629 at a maximum of 1.5 ft/sec through the grating.
2. Overall play product dimensions: The overall height of the Play Product shall be 0" (0 cm) above ground. The diameter of this feature shall be no less than 30" (76.2cm).
3. Play Product Interactivity: N.A.
4. Hydraulic Activity/Components: N.A.
5. Hydraulic Requirements: N.A.

2.03 SPLASH PAD COMMAND CENTER

A. Equipment Cabinet Mounted Manifold (Quantity 1):

1. Equipment cabinet 10 (EC10) This above grade equipment cabinet with up to ten (10) valves shall be a pre-fabricated water distribution system containing piping, valves and electrical wiring. They shall be factory assembled, water pressure tested and delivered from the Splashpad equipment manufacturers facilities. They shall be equipped with threaded connections for the water inlet and slip-on for water outlets. The solenoid valves shall be pre-wired to the controller or to a junction box when the controller is placed in a remote location. The installer shall provide the plumbing equipment required from the water source to the water inlet or backflow preventer device and pressure regulator if so configured. The installer shall provide the plumbing equipment required from the water outlets to the Splashpad Play Products, as well as adequate drainage ball valves at the low point of each of the Play Product's water distribution lines when required. Should the

controller be located remotely, the installer shall supply the electrical equipment required from the power switch with branch circuit protection.

2. Water Distribution Manifold: Shall be constructed of 2 inch diameter stainless steel structural tubing with a powder coat painted finish. Each water distribution port shall be a 1-1/2 inch NPT connection. The manifold shall be supplied with a pressure gauge. All welded joints shall be watertight and pressure tested to 150 psi.
3. Solenoid Valves: There shall be 1 solenoid valve installed on each of the water distribution ports to the water play features. They shall be a normally closed 24 VAC 60 cycle solenoid actuated globe/angle pattern design. The valve pressure rating shall not be less than 150 psi. The valve body and bonnet shall be constructed of PVC with stainless steel fasteners. The valve shall have a manual override capability (manual open/close control). It shall house a fully encapsulated, 1-piece solenoid. Each solenoid valve shall have an integrated flow control adjustment valve stem for fine tuning of spray effects.
4. Piping and Fittings: All piping and fittings shall be schedule 80 PVC. All factory-assembled components, fitting, and connections shall be water pressure tested prior to delivery.
5. Electrical Enclosures, Conduit, Wiring, and Connections: All electrical wiring shall be #18 AWG with a 600V rating. All electrical connections, enclosures, and conduit shall be NEMA 4X watertight.

B. Splash Pad Controller (Quantity:1):

1. General
 - a. Controller shall be Maestro Controller manufactured by Vortex.
 - b. The Touch Pad programmable logic controller shall be sized according to the number of outputs it is required to control. The programmable logic controller shall be factory programmed with a variety of spray sequences designed according to the requirements of the Project. It shall have the flexibility for the user to modify the sequences using either a transportable memory cartridge or via the touch pad user interface.
 - c. A 24hr/7day user programmable agenda, which shall allow the user to set the operational hours of the facility, shall be incorporated into the operating system. The time switch shall have the ability to be programmed with a different time schedule for each day of the week, and up to 2 time schedules per day.
 - d. The operating system shall be supplied with a touch pad user interface with controls for each output, activation devices, and time switch. These selector settings allow the user to select the operational mode of the components (i.e. Manual, Off, and Automatic).
 - e. The operating system shall have the capacity to receive signals from activation devices, operating on 24VDC/VAC.
 - f. The operating system shall have the ability to automatically purge all water lines based on the user selected time and duration (i.e. every day at 5 A.M. for 3 minutes). It shall also, be configured to purge all lines after a user defined period of inactivity (i.e. after 4 hours of inactivity).

- g. Activation of activator shall initiate the splash pad programs.
 - h. Programming of the controller shall be done by the manufacturer and shall be approved by the Owner/Engineer. The intent of the programming is to provide a level of randomness in order to provide a surprise element for users as to what feature(s) will come on next. To accomplish this programming shall be customizable involving multiple automated sequences, with multiple steps of multiple duration. Each step for valves is programmed either on or off. Each of the sequences shall be unique. The on and off times for each valve shall be customized for the duration of the sequence. Each time the bollard activates the controller the next programmed sequence will run. All the separate sequences shall run before a sequence is repeated. The programming of the sequences shall be such that the Owner can reprogram if they wish to do so. The supplier shall provide a minimum of five (5) programs. The parameters of potential details of the programs shall be coordinated and reviewed with the Engineer and Owner during construction and shall be approved by Owner and Engineer prior to commissioning by the supplier and Contractor.
2. The Maestro control panel shall be housed in a corrosion resistant UL/CSA Certified, NEMA 4X rated enclosure.
 3. The Maestro control panel shall be supplied with a 10 inch touch screen user interface with controls for each output, activation device(s), and agenda. These selector settings allow the user to select the operational mode of the components (i.e. Manual, Off and Automatic).
 4. The operating system shall contain a 120V AC and 100VA to 350VA primary / 24 VAC secondary or 240V AC and 100VA to 350VA primary / 24 VAC secondary transformers with built-in electrostatic shield protection. Transformer's power capacity shall vary according to the Splashpad size. Contractor shall confirm with Engineer.
 5. Controller shall control electrical solenoid valves for play features with a 24V AC max 250mA signal.
 6. The operating system shall also contain a universal input 85-264 VAC primary / 12 VDC and 12.5A secondary power supplies with built-in electrostatic shield protection.
 7. Maestro control panel shall be protected by fuses sized according to voltage and transformer size.
 8. The Maestro control panel shall integrate digital outputs and digital inputs.
 9. The Maestro control panel shall have the capacity to receive signals from activation devices or sensors.
 10. The Maestro control panel shall have capability to be interconnected with max 1 Ethernet based item like the Maestro light controller by using an Ethernet RJ45 Cat5 cable. If more than 1 Ethernet based items need to be connected, an Ethernet switch junction box shall be used.
 11. Maestro control panel shall have removable terminal blocks for easy wiring.
 12. In case of emergency, pushing a button will power down the entire controller.
 13. The Maestro firmware shall be factory programmed with spray sequences designed

according to the requirements of the project. Users shall have the flexibility to modify sequence duration specifically to each operation schedule directly through the interface. New sequences (created by Vortex) shall be added into the program using either a transportable USB Key or with an internet connection. A 24hr/7day user programmable Agenda, which shall allow the user to set the operational hours of the facility. Sequence quantity is not limited. For any further details about user interface, please refer to the User Guide Manual provided by Vortex.

14. Operation schedule shall be set by week, day or by specific date (month and day number). For all cases, schedule is set by hours in the day (start/end time). Operation schedule quantity is not limited and all different schedules will be displayed in a paginated style.
15. The Maestro firmware operates in English, French and Spanish.
16. The Maestro firmware shall have the capacity to operate based on a programmed sequence.
17. The Maestro firmware shall have the ability to automatically purge all water lines based on the user selected time and duration (i.e. every day at 5 am) It shall also, be configured to purge all lines after a user defined period of inactivity (i.e. after 4 hours of inactivity).
18. The Maestro firmware in the interface lets the user modify easily the water consumption while keeping the sequence capability.
19. Remote connection: System shall be capable with remote connection ability with operating system connected to internet and also capable to have a future purchased manufacturer available 3G Cellular Router for any 3G covered location.
 - a. With connectivity kit, Maestro Controller shall have the ability to be controlled remotely through internet thanks to a 3G Cellular router. To perform this type of connection the area where the Splashpad™ and Maestro controller needs to be covered by a local mobile phone network.
 - b. The operating system shall have capability to be interconnected with any Maestro Expansion, Maestro Light controller or Cellular Router by using Ethernet RJ45 Cat6 cables. Provided capability of 4 connections minimum.
20. Additional Controls.
 - a. All electrical equipment, including flow switches, shall be tested before delivery.
 - b. Controller shall control electrical solenoid valves for play features with a 24V AC max 1.6Amp signal with a total of 10Amp over all outputs with the included transformer.
21. Installation:
 - a. Electrical Connections: All main power electrical connections to the Splashpad Controller are to be performed per local codes.
 - b. Drawings and Instructions: Product drawings and installation manuals shall be supplied by the manufacturer for ease of installation.

C. Equipment and Piping Support:

1. All equipment and piping inside the splash pad equipment room shall be anchored and supported (manifolds and headers, valves, and all other associated equipment inside the splash pad equipment building).
 2. All equipment mounting points shall be bolted to allow the removal and/or replacement of all equipment.
- D. Electrical Enclosures, Conduit, Wiring, and Connections: Shall comply to all local, State and national regulation requirements.

2.04 MISCELLANEOUS PIPING ITEMS

- A. Pipe accessories: Provide all accessories, such as couplings for final pipe connections, between different type of pipe materials, etc.

PART 3 EXECUTION

3.01 INSTALLATION - EQUIPMENT AND SPRAY FEATURES

- A. Install operating equipment, piping, and fittings in accordance with component manufacturer' instructions. Any changes that the manufacturer may require from the Contract Documents shall be considered incidental and shall not be made without approval by the Owner/Engineer.
- B. Install grounding and bonding of all products in accordance with applicable electrical codes, as shown on the Drawings and per manufacturer's instructions.
- C. Contractor shall provide all items required to install equipment. The Contractor shall review the wiring diagrams for the equipment actually furnished and modify and conform to the requirements of the equipment furnished. The Contractor shall not be compensated for extra labor and materials which are required to change wiring which was not confirmed with the equipment manufacturer's drawings.
- D. Install accessories and fittings in accordance with component manufacturer's instructions.
- E. Provide templates, anchor bolts, and accessories required for mounting and anchoring equipment. Anchorage system shall be in accordance with the equipment manufacturer's specifications. Consult with equipment manufacturer for length and installation of anchor bolts.
- F. Contractor shall locate play feature bases from the information shown on the Drawings and from the play feature manufacturer.
- G. A factory-trained service person shall be present when the controls are put into service and shall certify to the Owner and Engineer that all equipment has been installed correctly and is operating properly.
- H. Contractor shall make all adjustments necessary to obtain proper operation of the controls. This shall include but not limited to adjusting valve positions and controls, providing the necessary type and quantity of wire connections to device contacts.

3.02 INSTALLATION – PIPING

- A. Requirements of Section 33 1300 shall apply to this Section.

END OF SECTION

SECTION 31 1000

SOIL MATERIALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Subsoil Materials.
- B. Topsoil Materials.

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 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-propenamide 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 foundation, concrete stairway, asphalt and concrete pavements.
- B. Furnish and install crushed stone subbase material and bedding stone for permeable concrete pavers.
- C. Furnish and install pipe bedding and backfill.
- D. Furnish and install stabilized construction entrance stone.
- E. Furnish and install stabilization and filtration Geotextiles.
- F. Furnish and install sand for electrical trench.

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 foundation, concrete stairway, asphalt and concrete 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. Permeable brick pavers subbase material 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. Permeable brick bedding and joint filler: Properly graded, non-frost susceptible crushed stone mix, NYSDOT size designation 1B table 703-4 and conforming to the following gradation requirements:

<u>Sieve Size</u>	<u>Percent Passing</u>
1/4"	100
1/8"	90-100
#200	0-1.0

- D. Aggregate subbase material for utility pipe backfill: Properly graded, non-frost susceptible, sand and gravel mixture, NYSDOT type 4, item 304.14 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

- E. 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

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, concrete and gravel pavements, benches, signage, concrete retaining wall, light poles, 16" tree, planters, turf and topsoil removal in new pavement areas, and all other related demolition work as shown on the plans.

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 Director'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, erosion control fabric, 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 and vehicular 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
ASPHALT PAVEMENT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Provide all labor, materials, tools, equipment, supervision and services necessary and incidental to install asphalt pavement as shown on the plans.

1.02 RELATED SECTIONS

- A. Section 31 1100 - Aggregate Materials

1.03 REFERENCES

- A. NYSDOT Standard Specifications (latest edition), Section 400 - Bituminous Pavements.
- B. ASTM D2950 - Density of Bituminous Concrete in Place by Nuclear Methods.
- C. ASTM D2041 - Specific Gravity and Density of Bituminous Paving Mixture, Theoretical Maximum.
- D. TAI - (The Asphalt Institute) - MS-2 Mix Design Methods for Asphalt Concrete and Other Hot Mix Types.
- E. TAI - MS-8 Asphalt Paving Manual.

1.04 SUBMITTALS

- A. Test Reports: Submit the following reports to the Director's Representative from the testing service, with a copy to the Contractor.
 - 1. One theoretical maximum density determination for each asphalt type.
 - 2. Field Reports; in-place density tests of asphalt pavement.
- B. Material Certificates: Provide copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements.
- C. Provide copies of NYSDOT certification of asphalt plant.

1.05 QUALITY ASSURANCE

- A. Perform Work in accordance with NYSDOT Standard Specifications (latest edition), Section 400 - Bituminous Pavements, and with local governing regulations if more stringent than herein specified.
- B. Existing survey markers, if disturbed, shall be reset by a licensed land surveyor at Contractor's expense. Grade stakes shall be placed to indicate edge of pavement grade. All stakes should be clearly marked and located at points of tangency, breaks in grade, low and high points and as directed by the Director's Representative.
- C. Obtain materials from same source throughout.

1.06 ENVIRONMENTAL REQUIREMENTS

- A. Weather Limitations: Do not place asphalt pavement top course when ambient air or base surface temperature is less than 40 degrees F, or surface is wet. Asphalt binder course may be placed when ambient air or base surface temperature is above 30 degrees and rising and base is dry.
- B. Apply tack coat when ambient air or base surface temperature is above 50 degrees F for 12 hours immediately prior to application. Do not apply when base is wet.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Asphalt Top Course: NYSDOT Standard Specifications section 402. 9.5 F2 Top Course HMA with Polymer Fibers, 50 series compaction, Item 402-09521403.
- B. Asphalt Binder Course: NYSDOT Standard Specifications section 402, 19 F9 Binder Course HMA with Polymer Fibers, 50 series compaction, Item 402.19591403.
- C. Tack Coat: Homogeneous Asphalt Emulsion Tack Coat conforming to NYSDOT Material Designation 702-90.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify sub-base conditions under provisions of Section 31 2200 Earthwork and Site Grading.
- B. Verify that compacted sub-grade is dry and ready to support paving and imposed loads.
- C. Verify gradients and elevations of base are correct, including cross slope.

3.02 PLACING ASPHALT PAVEMENT

- A. Place asphalt binder course on prepared surface, spread and strike-off. Spread mixture at a minimum temperature of 225 degrees F (107 degrees C). Place inaccessible and small areas by hand. Place each course to required grade, cross section and required compacted thickness. Place within 24 hours of applying a tack coat.
- B. Any irregularities in the surface of the pavement shall be corrected immediately. Excess materials forming high spots shall be removed. Indented areas shall be filled with hot mix and smoothed. Casting of mix over such areas will not be permitted.
- C. Make joints between old and new pavements and between successive days work, to ensure continuous bond between adjoining work. Construct joints to have same texture, density and smoothness as other sections of asphalt pavement. Clean contact surfaces and apply tack coat.
- D. Prior to installing the top course, the binder course shall be cleaned, conditioned and leveled as specified in NYSDOT Standard Specification section 401-3.07. The Director's Representative may require that a tack coat be applied to the binder course before the placement of the top course.

3.03 COMPACTION

- A. Compact each course of asphalt placed in accordance with NYSDOT Standard Specification Section 401-3.12.
- B. Remove and replace paving areas mixed with foreign materials and defective areas. Cut out such areas and fill with fresh, hot asphalt mix.
- C. Do not permit vehicular traffic on pavement until it has cooled and hardened. Erect barricades to protect paving from traffic.
- D. Any adjustment to existing driveways, shoulders and lawns required to meet the top course surface shall be done while, or immediately after the top course is placed.

3.04 TOLERANCES

- A. Flatness: Maximum variation of ¼ inch measured with 10 foot straight edge.
- B. Scheduled Compacted Thickness: Within ¼ inch.
- C. Variation from True Elevation: Within ½ inch.

3.05 FIELD QUALITY CONTROL

- A. Test in-place asphalt pavement for compliance with requirements for thickness and surface smoothness.
- B. Thickness Control: The Contractor shall furnish and pay the cost of 4" diameter diamond or shot drill cores of pavement taken at locations designated by the Director's Representative. If the average thickness of any core so taken is 1/4" or more under the required thickness of the typical pavement section, the pavement is considered defective and additional cores shall be taken to determine the limit of defective pavement. The full extent of defective pavement so delineated shall be considered of no value to the Director's Representative, and shall be carefully sawcut to a depth of 1" and fully removed and replaced to the specified thickness by the Contractor at no additional cost to the Director's Representative. Repair and filling of cores with bituminous material as specified is to be performed by the Contractor and is considered incidental to the work.
- C. Surface Smoothness: Test finished surface of asphalt pavement for smoothness, using a 10' straightedge. Surfaces will not be acceptable if exceeding the specified tolerances for smoothness.
- D. All finished paved surfaces are to have sufficient pitch to convey water across the surface to a designated collection area.

3.06 CLEAN-UP

- A. Clean-up and dispose of all surplus or waste material as a result of work of this section. Asphalt Pavement shall be broom cleaned and the surrounding area shall be cleaned of any loose asphalt mix.

3.07 PROTECTION

- A. Immediately after placement, protect pavement from mechanical injury for 2 days, or until surface temperature is less than 140 degrees F.

END OF SECTION

SECTION 32 1410
PERMEABLE CONCRETE PAVERS

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes furnish and install permeable concrete pavers.
- B. Related Sections:
 - 1. Crushed stone aggregates are specified in Section 31 11 00 – Aggregate Materials.

1.02 REFERENCES

- A. ASTM C902 – Specification for Pedestrian and Light Traffic Paving Brick.

1.03 SUBMITTALS

- A. Product Data: Submit characteristics of paver unit, dimensions, and special shapes.
- B. Shop Drawing: Provide pattern description.
- C. Samples: Submit two samples of the paver, illustrating style, size, color range and surface texture of units being provided.
- D. Manufacturer's Installation Instructions: Submit substrate requirements, installation methods, and material analysis.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Permeable concrete paver shape
 - 1. Permeable Interlocking Concrete Pavers as follows, or approved equal:
 - a. Basis of Design:
 - 1) Town Hall permeable paver, 4" x 9-3/4" x 2-3/4" thick
 - 2) Three-color blend (Burgundy Red, Burnt Clay, Old Oak) installed in Herringbone pattern.
 - 3) Manufactured by Unilock
New York Upstate Contact:
Steve Simon, 510 Smith Street, Buffalo, NY 14210
Office: 716-822-6074 x107; mobile: 716-818-6686
steve.simon@unilock.com
 - 2. The specified products establish minimum requirements that substitutions must meet to be considered acceptable. Substitutions must be ADA compliant (slip-resistant surfacing with gaps under 1/4") and capable of supporting vehicular loads.
 - a. To obtain acceptance of unspecified products, submit written requests at least 14 days before the Bid Date.
- B. Provide pavers meeting the minimum material and physical properties set forth in ASTM C 936, Standard Specification for Interlocking Concrete Paving Units. Efflorescence is not a cause for rejection.

Average compressive strength 8000 psi (55MPa) with no individual unit under 7,200 psi (50 MPa).

Average absorption of 5% with no unit greater than 7% when tested according to ASTM C 140.

Resistance to 50 freeze-thaw cycles, when tested according to ASTM C1645, with no breakage greater than 1.0% loss in dry weight of any individual unit. Conduct this test method not more than 12 months prior to delivery of units.

- C. Accept only pigments in concrete pavers conforming to ASTM C 979.
- D. Maximum allowable breakage of product is 5%.
- E. Furnish 100 square feet of each product and size used to owner for maintenance and repair. Furnish Permeable Concrete Pavers from the same production run as installed materials.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that subbase is installed to correct gradient, smooth, capable of supporting pavers and imposed loads, and ready to receive Work of this section.
- B. Verify gradients and elevations of base are correct.

3.02 INSTALLATION

- A. Place paver units on NYSDOT #1B crushed stone mix bedding, in patterns specified, from straight reference edge.
- B. Maintain evenly spaced joints, under 1/4".
- C. Fill joints with NYSDOT #1B crushed stone mix. Remove excess material.
- D. Tamp and level paver units with mechanical vibrator until units are firmly bedded, level, and to correct elevation and gradients. Do not tamp unrestrained edges.

3.03 SETTING BED

- A. Screed setting bed to a nominal depth of 1". The thickness of the bed shall be adjusted so that when the pavers are placed, the top surface of the paver will be at the required finish grade.

3.04 QUALITY CONTROL

- A. Final surface elevations should not vary more than 3/8" under a 10 foot straightedge, unless otherwise stated. The top of the pavers should be 1/8" to 1/4" above the final elevations to compensate for possible minor settling.
- B. Paver-to-Paver Lippage: No greater than 1/8" difference in height between adjacent pavers.

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) Backless and (10) Backed
- B. Tables: 3-Seat Table (4) and 4-Seat (6)
- C. Table Umbrella and Base (10)
- D. Trash & Recycling Receptacle (2)

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)
BACKLESS BENCH: Model 501-60na (6 foot, no 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. MATERIALS, Model 501 Series (Backless, no arms):
 - 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.
- E. OPTIONS
 Seating Surface: Wood (Ipe)
 Steel Finish: Black Powdercoat
- F. 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.
- G. 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 TABLES

- 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:
 3-SEAT (ADA-COMPLIANT) TABLE: Model 295-30HS
 (81 9/16" long x 81 9/16" deep x 30" high.)
 4-SEAT TABLE: Model 295-40HS
 (81 9/16" long x 81 9/16" deep x 30" high.)
- C. PRODUCT DETAILS:
 - 1. Materials:
 - a. Supports:
 - i. Table supports shall be manufactured from 2" (2 3/8" OD) ASTM A513 schedule 40 steel tubing and 3/8" thick ASTM A36 steel plate.
 - b. Seat Assembly Horizontal Strap "HS":

- i. Seat surface shall be manufactured from 3/16" thick ASTM A36 steel plate.
 - ii. Seat frame shall be manufactured from 1/4" thick ASTM A36 steel plate and 3/8" thick ASTM A36 steel plate.
- c. Table Top:
 - a. Table top shall be manufactured from 10 gauge ASTM A1011 formed steel plate.
- d. Anchoring (Do Not Surface Mount):
 - a. Stainless steel expansion anchors (1/2" x 3 3/4") provided by manufacturer.
 - b. Nylon glides (1/2" x 2 1/2") 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 complete steel table frames and all cast iron and aluminum bench supports.
 - 2. Limited one-year warranty on any item not specifically discussed above.

2.03 TABLE UMBRELLA AND BASE

- A. MODEL:
 Umbrella:
 Subject to compliance with provisions of this section, umbrella shall be model # FIB004 FiberBuilt Premium 7.5-ft. Wind-Resistant Aluminum Market Umbrella, or an approved equal. Color to be selected by Architect.
 Base:
 Umbrella base shall be model #CB23K Fiberbuilt 110 lb. Cement Umbrella Base: 23" dia. X 18" height, suitable for 1.5" and 1.75" poles in Black Finish, or an approved equal.
- B. DESCRIPTION:
 7.5-foot octagonal canopy, flexible fiberglass ribs provide strength and resilience, 2-piece aluminum pole. 5-year warranty against fabric fading, crank lift for easy opening, wind-resistant, commercial quality.

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.

PART 3 EXECUTION

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 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 1000
SANITARY SEWER SYSTEM

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Furnish and install PVC drain lines, fittings, and accessories.
- B. Furnish and install 1 1/2" drain line from drinking fountain.
- C. Furnish and install tee fittings (3) for connection of splash pad drain lines to existing sewer main.
- D. Furnish and install 8" drain line from play safe drain to existing sewer main.

1.2 REFERENCES

- A. ASTM D 1785 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120; 2006.
- B. ASTM D 2729 - Standard Specification for Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings; 2003.
- C. ASTM D 3034 - Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings; 2006.
- D. ASTM D 3212 - Standard Specification for Joints for Drain and Sewer Plastic Pipes using Flexible Elastomeric Seals.

1.3 DEFINITIONS

- A. Bedding: Fill placed under, beside and directly over pipe, prior to subsequent backfill operations.

1.4 SUBMITTALS

- A. Product Data: Provide data indicating pipe, pipe accessories, and appurtenances.
- B. Manufacturer's Installation Instructions: Indicate special procedures required to install Products specified.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- D. Project Record Documents:
 - 1. Record location of pipe runs, connections, manholes, cleanouts, and invert elevations.
 - 2. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.
- E. Shop Drawings: Submit shop drawings for sanitary sewer manholes, showing all materials, pipe sizes, all rim and invert elevations, and any other pertinent information.

1.5 REGULATORY REQUIREMENTS

- A. Conform to applicable code for materials and installation of the Work of this section.

1.6 PROJECT CONDITIONS

- A. Coordinate the Work with termination of sanitary sewer connection outside building, connection to existing system and trenching.

PART 2 - PRODUCTS

2.1 SEWER PIPE MATERIALS

- A. Plastic Pipe: ASTM D 3034, Type PSM, Poly(Vinyl Chloride) (PVC) material, SDR 35; inside nominal diameter to match existing pipe size, bell and spigot style, elastomeric

seals per ASTM D3212.

- B. Fittings: Same material as pipe molded or formed to suit pipe size and end design, in required, bends, elbows, joints and other configurations required.

PART 3 - EXECUTION

3.1 TRENCHING

- A. Hand trim excavation for accurate placement of pipe to elevations indicated.
- B. Backfill around sides and to top of pipe with cover fill, tamp in place and compact, then complete backfilling.

3.2 INSTALLATION – PIPE

- A. Verify that trench cut is ready to receive work and excavations, dimensions, and elevations are as indicated on layout drawings.
- B. Install pipe, fittings, and accessories in accordance with manufacturer's instructions. Seal watertight.
 - 1. Plastic Pipe: Also comply with ASTM D 2321.
- C. Lay pipe to slope gradients noted on layout drawings; with maximum variation from true slope of 1/8 inch in 10 feet.

3.3 FIELD QUALITY CONTROL

- A. If tests indicate Work does not meet specified requirements, remove Work, replace and retest at no cost to the college.
- B. Pressure Test: Test in accordance with Recommended Standards for Wastewater Facilities (Ten States Standards), 1987 edition, sections 33.85, 33.95, and 34.7).
- C. Infiltration Test: Test in accordance with Recommended Standards for Wastewater Facilities (Ten States Standards), 1987 edition, sections 33.85, 33.95, and 34.7)].
- D. Deflection Test: Test in accordance with Recommended Standards for Wastewater Facilities (Ten States Standards), 1987 edition, sections 33.85, 33.95, and 34.7).]

3.4 PROTECTION

- A. Protect pipe and bedding cover from damage or displacement until backfilling operation is in progress.

END OF SECTION

SECTION 33 1100

WATER SUPPLY

PART 1 - GENERAL

1.01 SECTION INCLUDES:

- A. Furnish and install 1", 2" and 1/2" domestic cold water service pipe, fittings and appurtenances.
- B. Furnish and install gate valves.
- C. Furnish and install frost free sanitary yard hydrant.
- D. Furnish and install drinking fountain.
- E. Trench excavation and backfill is specified in section 31 2200.
- F. See section 13 1118 for Splash Pad Recreation utilities.

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.

2.02 GATE VALVES:

- A. Valves: Manufacturer's name and pressure rating marked on valve body.
- B. 2" Gate Valves:
Mueller Mark II Oriseal 2" curb valve, model# H-15209 with Mueller 110 conductive compression connection. Quarter turn check.
The valve shall have a curb box extension type with arch pattern base. Mueller model #H-10310, 2" inside diameter. Upper part of the box is spring loaded and telescopes into the base. Curb box shall have a cast iron lid and brass pentagon plug.
- C. 1" Gate Valves (drainable):
Ball valve with stop and waste, Ford Meter Box Co. model# BC22-333SW-NL or approved equal.
The valve shall have a curb box extension type with arch pattern base. Ford Meter Box Co. model# EA2-50-50 or approved equal.
- D. 1/2" Gate Valves (drainable):
Ball valve with stop and waste, Ford Meter Box Co. or approved equal.
The valve shall have a curb box extension type with arch pattern base. Ford Meter Box Co. model# EA2-50-50 or approved equal.

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 DRINKING FOUNTAIN

- A. Pedestal mounted bottle filler with bi-level drinking fountain shall be Model: #GYQ84 as manufactured by Murdock Mfg. or approved equal. Drinking fountain meets ADA regulations with dual receptor bowls. One piece weld construction with schedule 12 stainless steel. Finish: Stainless steel is powder coated for added protection. Color shall be black.

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 GATE VALVES AND ACCESSORIES:

- A. Install as per manufacturer's recommendations and in accordance with the plans.

3.06 DRINKING FOUNTAIN AND YARD HYDRANT:

- A. Install as per manufacturer's recommendations and in accordance with the plans.

3.07 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 1200
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 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 underdrains.

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 18" size drain basins with PVC body and cast iron frame and grates as indicated. Manufactured by Advanced Drainage Systems (ADS), or approved equal.

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.

3.07 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.

3.08 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.

3.09 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.

3.10 PROTECTION

- A. Protect pipe and aggregate cover from damage or displacement until backfilling operation is in progress.

3.11 CLEAN-UP

- A. Remove all excess materials and debris from work of this section.

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 in accordance with the plans.

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 and fixtures (4), bollard lights (5), and LED in-grade lights (5).
- B. Contractor shall furnish and install electrical wiring, handholes and conduit as shown on the plans.
- 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. Pedestrian light poles and fixtures shall match City standards as outlined in B and C.
- B. 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
- C. Fixtures: Washington LED Series Retrofit ("acorn") postlite, P40 LED performance package, 40k color temp (4000 Series CCT), Auto-sensing voltage 120-277V, Black housing, IES Type 5 Distribution, N4 Trim option (No trim, spike finial), as manufactured by Holophane.
Specification WARETRO2-P40-ASBK-5-N4

2.03 BOLLARD LIGHTS

- A. Ornamental LED bollard light with multi-tube cylindrical body, decorative aluminum cage, and dome roof. Overall diameter shall be 13". The housing shall be an integral part of the base shaft. Base shall be 5" diameter ASTM 6061 extruded aluminum (0.25" wall thickness) and base shall be 11 7/8" diameter cast aluminum with 5/8" floor. Maximum overall height of bollard shall be 50". Finish shall be powder coat, black.

- B. Model shall be Euro LED Lighted Bollard, as manufactured by Sternberg Lighting, 555 Lawrence Ave, Roselle, IL 60172, 847-588-3400, info@sternberglighting.com
Specification: E250LEDSV1-887B/1RND35T5/MDL/PCD/BK or approved equal.

2.04 LED IN-GRADE LIGHTS

- A. In-grade accent lighting for sculpture areas shall be in-ground LED fixtures, suitable for mounting in concrete, wet located listed.
- B. Materials:

Door shall be die-cast A360 aluminum, hard anodized and powder coated in color - Granite, with ventilated door and housing. Housing shall be finned, made from compression-molded glass-reinforced polymer, molded with integral junction box, 3/4" NPT bottom tapped holes.

Lamp shall be LED, medium flood distribution, 3500°K color temperature, 800-1200 delivered lumens, multi-volt (120V-277V), with crowned clear lens, and a 15° Tilt Optic.
- D. Manufacturer shall be Vista Professional Outdoor Lighting, 1625 Surveyor Avenue, Simi Valley, CA 93063; 805-527-0987 (800-766-8478), email@vistapro.com, www.vistapro.com
Model 1185 (1185-GT-MF-35-A-MV-CX-ND-B34-TO15) or approved equal.

2.05 CONDUCTORS

- A. Tin coated, soft drawn, annealed, solid copper conforming to ASTM 33 with 4/64" thick PVC insulation conforming to UL standard #43.

2.06 ACCESSORIES

- A. Concrete footing in accordance with Section 03 3000.
- B. Anchor bolts and template per manufacturer's recommendation.
- C. Underground utility warning tape.

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. Salvage and reuse existing light poles. 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 floodlight fixtures and lamps to poles with mounting brackets, one per pole. Install fixture plumb and square with pole and other fixtures on 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