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CONTRACT  
DOCUMENTS

March 6, 2025

CITY OF  
**Beacon**  
NEW YORK

COB Bid No. 2025-005  
COB Project No. 2025-XXX

South Avenue Park Project #3:  
Court Fencing



*Daniel P. Biggs*



**CITY OF BEACON**

**DUTCHESS COUNTY**

**NEW YORK**

**COB BID NO. 2025-005**

**COB PROJECT NO. 2025-XXX**

**SOUTH AVENUE PARK PROJECT #3:  
COURT FENCING**

**MARCH 6, 2025**

**CONTRACT DOCUMENTS**

**INCLUDING**

**ADVERTISEMENT FOR BIDS, INSTRUCTIONS TO BIDDERS  
FORM OF PROPSAL, FORM OF CONTRACT,  
BOND FORMS AND SPECIFICATIONS**



**Weston & Sampson PE, LS, LA, Architects, P.C.**

**1 Winners Circle, Suite 130**

**Albany, New York**



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## ADVERTISEMENT FOR BIDS

### South Avenue Park Project #3: Court Fencing City of Beacon, Dutchess County, New York COB Bid No. 2025-005

Separate sealed bids will be received by the City of Beacon in City Hall at One Municipal Plaza, Beacon, New York, until 11:00 a.m. on March 27, 2025, and then at said office publicly opened and read aloud. Bids are requested for:

### South Avenue Park Project #3: Court Fencing City of Beacon, Dutchess County, New York

#### GENERAL CONTRACT

Scope of work include the installation of 215 linear feet of 11-foot-high black vinyl coated chain link fence on existing posts, and installation of one (1) 5-foot-wide pedestrian gate, and installation of one (1) 10-foot- wide double service gate at the Basketball Court and 435 linear feet of 11-foot-high black vinyl coated chain link fence on existing posts, and installation of one (1) 5-foot-wide pedestrian gate, and installation of one (1) 10-foot- wide double service gate at Tennis Court located within South Avenue Park in the City of Beacon. The existing fence posts shall remain for reuse, and existing fence mesh and gates shall be removed.

**Documents may be obtained via electronic means from: Proposals and Bid Notices – City of Beacon (beaconny.gov), Bidnet, and NYS Contract Reporter.** Addenda, if any, will be issued only to those persons whose name and address are on the record as having obtained the contract documents. **It is recommended that interested Contractors contact the Recreation Director, Mark Price, at (845) 765-8440 to schedule a walk-thru.**

The City of Beacon reserves the right to waive what it deems to be informalities relating to a specific bid, to waive what it deems to be technical defects, irregularities and omissions relating to a specific bid, to reject any or all bids, to request additional information from any Bidder, to re-advertise for new bids or to accept the whole or part of any bid which in the opinion of the City Council of the City of Beacon is in the best interest of the City of Beacon. The City of Beacon will not discriminate against bidders because of race, creed, color, national origin, sex, age, disability or marital status. **Every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course, in accordance with Labor Laws.**

Each bidder must deposit with their bid a bid security in the proper amount and form, as described and provided in the Information to Bidders and Non-Collusive Certificate.



# INFORMATION FOR BIDDERS

## 1. RECEIPT AND OPENING OF BIDS

The City of Beacon, Dutchess County, New York (herein, called the "Owner") invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Envelopes containing the bids must be sealed, addressed to: City of Beacon, City Hall, One Municipal Plaza, Beacon, New York 12508 and designated as **South Avenue Park Project #3: Court Fencing** must be actually received not later than the time and the date specified in the Advertisement for Bids.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions thereof and may waive any informalities or reject any or all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 45 days after the actual date of the opening thereof.

## 2. PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be completed in ink or by typewriter. In addition to the prescribed for, each bid must be accompanied by the following:

1. Required Bid Security
2. Information Sheet
3. Conflict of Interest Statement
4. Reference Sheet
5. Non-Collusive Bidding Certificate
6. Certification of Limited Foreign Involvement
7. Sexual Harassment Prevention Policy Certification
8. Iran Divestment Act Compliance Certification
9. Certification Form: Labor Law § 220-i

Each envelope containing a bid must bear on the outside the name and address of the bidder, and the name of the project for which the bid is submitted and **COB Bid No. 2025-005**. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified above. The Contractor assumes the risk of any error or delay in the delivery of its bid by whatever delivery means it chooses (e.g. mail, hand delivery, courier, overnight service or other means) including the handling of mail by employees of the City of Beacon.

The Contractor shall not include in the bid any sales and compensating use taxes of the State of New York or of any City or County in the State of New York for any materials which are to be incorporated in the work. The City has a tax exemption number and forms which will be made available to the successful bidder to the extent permitted under the present applicable statutes.

No bids will be accepted unless the Non-Collusive Bidding Certificate provided in these specifications is properly executed and submitted with the bid, as required by the General Municipal Law.

### 3. BID MODIFICATION AND WITHDRAWAL

Any bidder may modify or withdraw its bid by telegraphic or written communication at any time prior to the opening of bids, provided such communication is received by the Owner prior to the opening, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the opening time. The communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the opening of bids time, no consideration will be given to the telegraphic modification.

### 4. METHOD OF BIDDING

- A. The bid is lump sum.
- B. Lowest Bidder:

Bids will be compared on the basis of the correct totals of the schedule of quantities comprising all items at the unit and lump sum prices bid for these items. The lowest bidder under each Contract will be that Bidder whose Bid totals the lowest number of dollars as determined above.

Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the Multiplication of units of Work and unit prices will be resolved in favor of the Unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

When numbered Alternate Bid items are required, the lowest Bidder is the Bidder whose Bid for the Alternate or combination of Alternates, selected by Owner, is the lowest. It shall be understood that the Owner reserves the right to select any alternate or combination of Alternates.

The alternate Bid Items are provided because of the City of Beacon's budgetary constraints and to achieve the economy of scale.

### 5. BID SECURITY

Each bid must be accompanied by cash, certified check of the bidder or a bid bond prepared on the Bid Bond Form attached, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, **licensed in the state of New York with a minimum rating of "bbb"**, in the amount of 5% of the total contract bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned promptly after the Owner and accepted bidder have executed the contract, or, if no award has been made within 45 days after the

date of the opening of bids, upon demand of the bidder at anytime thereafter, as long as he has not been notified of the acceptance of his bid. Bid Security shall be made payable to the City of Beacon.

#### 6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 15 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner the security deposited with this bid, which sum is agreed on as the proper measure of liquidated damages that the Owner will sustain as a result of the failure or refusal to execute and deliver the contract and bonds as required in this paragraph. This sum is not to be construed in any sense as a penalty but as a good faith measure of the economic injury to the Owner which otherwise is impractical to calculate.

#### 7. ADDENDA AND INTERPRETATIONS

**No interpretations of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to Weston & Sampson PE, LS, LA, Architects, PC, 1 Winners Circle, Suite 130, Albany, New York 12205 or via email to Jack Grieshofer, RLA at grieshoferj@wseinc.com. To be given consideration, questions must be received at least five working days prior to the date fixed for the opening of bids.** Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be distributed to all prospective bidders listed as plan holders (at the respective address or email furnished for such purposes) not later than three working days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

#### 8. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a Construction Performance Bond and a Construction Payment Bond in amounts equal to 100% of contract price, as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. **Each bond shall state "The amount of the bond shall be adjusted to reflect the effect of any changes ordered by the owner by a Written Amendment, a Change Order, or a Work Change Directive".** The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner, **licensed in the state of New York with a minimum rating of "bbb",** and shall be prepared on the forms found in these contract documents.

#### 9. WARRANTY AND GUARANTEE

The Contractor shall warrant and guarantee all his work and material for a period of two years after final acceptance by the Owner in accordance with the General Conditions. The Owner shall retain 5% of the total completed works cost during this **two-year** period unless the Contractor provides an

acceptable Maintenance Bond in the same amount, or unless his Performance Bond covers this two-year period.

10. OBLIGATION OF BIDDER

At the time of the opening of bids, each bidder will be presumed to have inspected the Technical Specifications and to have read and to be thoroughly familiar with the contract documents. The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid. The lowest bidder shall supply the names and addresses of major material suppliers and subcontractors when requested to do so by the Owner.

11. OBLIGATION OF BIDDER

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract. Conditional bids will not be accepted.

12. POWER OF ATTORNEY

Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

13. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to complete all work, no later than 90 calendar days after the date specified in the Notice to Proceed.

Bidder must agree to pay in accordance with the following schedule for each consecutive calendar day the project completion extends past the completion date, which sum is agreed on as the proper measure of liquidated damages that the Owner will sustain per diem by the failure of the Bidder to complete the work in the time stipulated, and this sum is not to be construed in any sense as a penalty but a good faith measure of the economic injury to the Owner which is otherwise impractical to calculate.

Original Contract Amount		Liquidated Damages Per Day
From More Than	To and Including	
\$0	\$25,000	\$575
\$25,000	\$50,000	\$600
\$50,000	\$100,00	\$725
\$100,000	\$500,000	\$825
\$500,000	\$2,000,000	\$1,025

#### 14. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written in full.

#### 15. ADDITIONS AND DELETIONS

The Owner may elect to delete from the contract any portion of the work or material described. Any major alterations, either subtractions or additions, will be made prior to the contract award.

#### 16. INSURANCE

During the life of the contract, the Contractor shall maintain in full force and effect the following.

1. Workers Compensation Insurance and New York State Disability Insurance in conformity with the applicable laws of the State of New York.
2. Contractor's Comprehensive General Liability and Property Damage Insurance.
3. Contractor's Protective Comprehensive General Liability and Property Damage Insurance in his own name and for Sub-contractor operations.
4. Contractor's Protective Comprehensive General Liability and Property Damage Liability Insurance in the name of the Owner.
5. Bodily Injury Liability and Property Damage Liability Insurance for all automotive equipment utilized for this contract.

The Contractor shall furnish to OWNER Certificates of Insurance as evidence of coverage prior to commencement of the PROJECT and naming the OWNER and ENGINEER as Additional Insured on a primary and non-contributory basis. Waiver of Subrogation in favor of the OWNER is to be included.

The Contractor shall provide thirty (30) days written notice to the OWNER, by registered mail with return receipt requested, prior to cancellation or expiration of the policy. Policies that lapse and/or expire during term of work shall be recertified and received by the OWNER no less than thirty (30) days prior to expiration or cancellation. All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.

DATE: \_\_\_\_\_ BID NAME: \_\_\_\_\_

INFORMATION SHEET

NAME OF BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TYPE OF ENTITY: Corp: \_\_\_\_\_ Partnership: \_\_\_\_\_ Individual: \_\_\_\_\_

If a non-publicly owned Corporation:

NAME OF CORPORATION: \_\_\_\_\_

List principal stockholders, holding 5% of outstanding shares:

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

LIST OF OFFICERS: \_\_\_\_\_

\_\_\_\_\_

LIST OF DIRECTORS: \_\_\_\_\_

\_\_\_\_\_

DATE OF ORGANIZATION: \_\_\_\_\_

If Partnership:

PARTNERS: \_\_\_\_\_

\_\_\_\_\_

NAME OF PARTNERSHIP: \_\_\_\_\_

\_\_\_\_\_

DATE OF ORGANIZATION: \_\_\_\_\_

\*\*If the business is conducted under an assumed name, a copy of the Certificate required to be filed under the New York General Business Law must be attached.\*\*



CITY OF BEACON CONFLICT OF INTEREST STATEMENT  
COB Bid No. 2025-005

VENDOR'S NAME: \_\_\_\_\_

SIGNATURE REQUIRED: \_\_\_\_\_

\_\_\_\_\_  
*Print Name / Title*

DATE: \_\_\_\_\_

If the bidder is an individual, the bid must be signed by that individual; if the bidder is a corporation, by an officer of the corporation, or other person authorized by resolution of the Board of Directors, and in such case a copy of the resolution must be attached; if a partnership, by one of the partners or other person authorized by a writing signed by at least one general partner and submitted with the bid or previously filed with the Purchasing Agent.

"The submission of this constitutes a certification that no City Officer has any interest therein. (Note: In the event that any City Official has any such interest, the full nature thereof should be disclosed below.)"

**REFERENCE SHEET**

All bidders will be required to complete this form providing three references of past performance. References should involve projects. and/or service situations of similar size and scope to this bid. References must have had dealings with the bidder within the last 12 months. The City reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the bidder before the actual award of the bid and/or contract. Completion of the reference form is required.

\*\*\*\*\*

If references have been filed with the City of Beacon Purchasing Department during the last 12 months, it will not be necessary to complete this form. Indicate filing date on the line provided.

BIDDER'S NAME: \_\_\_\_\_

DATE FILED: \_\_\_\_\_

\*\*\*\*\*

Bidder's Name: \_\_\_\_\_

Reference's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Bidder's Name: \_\_\_\_\_

Reference's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Bidder's Name: \_\_\_\_\_

Reference's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

**BIDDER'S CERTIFICATION OF LIMITED FOREIGN INVOLVEMENT**

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

SUBMITTED TO: \_\_\_\_\_

SUBMITTED FOR: \_\_\_\_\_

SUBMITTED BY:

Name: \_\_\_\_\_  
(print or type name of bidder)

A Corporation / A Partnership / An Individual / A Joint Venture

Address: \_\_\_\_\_  
\_\_\_\_\_

Gentlemen:

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

1. The Offeror is not a contractor of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S. Trade Representative (USTR).
2. The Offeror has not or will not enter into any subcontract with a subcontractor or a foreign country included on the USTR list.
3. The Offeror will not provide any product of a country included on the USTR list.

\_\_\_\_\_  
(print or type name of bidder)

(Seal, if Corporation)

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

Title: \_\_\_\_\_

**BIDDER'S CERTIFICATION OF COMPLIANCE WITH NEW YORK STATE  
DEPARTMENT OF LABOR SEXUAL HARASSMENT PREVENTION POLICY**

Pursuant to New York State Labor Law §201-g, every employer shall adopt a model sexual harassment prevention policy promulgated pursuant to this subdivision or establish a sexual harassment prevention policy to prevent sexual harassment that equals or exceeds the minimum standards provided by such model sexual harassment prevention policy.

Pursuant to New York State Finance Law §139-1, every bid hereafter made to the state or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalty of perjury:

**BIDDER'S CERTIFICATION**

By submission of this bid, \_\_\_\_\_ (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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of §201-g of the Labor law."

\_\_\_\_\_ further represents that it has adopted a sexual harassment prevention policy ('policy') and that it provides annual sexual harassment prevention training to its employees as required by and consistent with the regulations promulgated by the New York State Department of Labor. \_\_\_\_\_ agrees to provide a copy of the policy to \_\_\_\_\_ upon request.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

*BIDDER'S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT*

Pursuant to General Municipal Law §103-g, which generally prohibits the City of Beacon from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

*[Please Check One]*

**BIDDER'S CERTIFICATION**

By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: \_\_\_\_\_, \_\_\_\_\_, New York, 20\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

Sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_  
Notary Public



BID FORM  
COB Bid No. 2025-005

South Avenue Park Project #3: Court Fencing  
City of Beacon, Dutchess County, New York

This Bid is submitted to:

CITY OF BEACON CITY HALL  
ONE MUNICIPAL PLAZA  
BEACON, NEW YORK 12508

By: \_\_\_\_\_  
(Name of Contractor)

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents and Technical Specifications for the Contract Price and within the Contract Time indicated in the accordance with the other terms and conditions of the Contract Documents. The terms and conditions of the Contract Documents shall become enforceable upon the adoption of a Resolution by the City Council to award the Contract to the selected BIDDER.
2. BIDDER accepts all of the terms and conditions of the Advertisement for Bids and Information for Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for the specified number of calendar days after the day of Bid opening as stated in the Information for Bidders. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements also as specified in the Information for Bidders.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that BIDDER has examined copies of all the Contract Documents, the Advertisement for Bids, the Information for Bidders, and of the following Addenda (receipt of all which is hereby acknowledged):

Date Received \_\_\_\_\_

Addendum Number \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. BIDDER has familiarized itself with the nature and extent of the Contract Documents, technical specifications, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
  
5. BIDDER agrees that the Work will be complete in accordance with the Contract Documents within the number of calendar days indicated in the Agreement and accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.
  
6. The following documents are attached to and made a Condition of this Bid:
  - A. Required Bid Security in the form of: (check appropriately)
    1. 5% Bid Bond \_\_\_\_\_
    2. Certified Check \_\_\_\_\_
    3. Cash \_\_\_\_\_
  
  - B. Non-Collusion Bidding Certification
  - C. Information Sheet
  - D. Conflict of Interest Statement
  - E. Reference Sheet
  - F. Statement of Bidder's Qualifications
  - G. Certification of Limited Foreign Involvement
  - H. Sexual Harassment Prevention Policy Certification
  - I. Iran Divestment Act Compliance Certification
  - J. Certification Form: Labor Law § 220-i
  
7. Communications concerning this Bid shall be addressed to the BIDDER at the following address:
 

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_
  
8. The terms used in this Bid are defined and have the meanings assigned to them in the General Conditions.
  
9. The UNIT PRICES shall include all of the Contractor's Costs including but not limited to the cost of material, labor, delivery, installation, loading, unloading, overhead, profit, insurance, etc.
  
10. The approximate quantities of work to be performed under the proposed contract are set forth in the Bid Form. These quantities are to be considered as approximate only and are



given solely for the comparison of bids. The Owner does not expressly or by implication agree that the actual amount will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of the work as may be deemed necessary by the Engineer. The Contractor shall at no time make claim for anticipated profit or loss of profits because of any difference between the quantities of work actually done, or of material actually furnished, and the estimated quantities. The Contractor will be paid only for the actual quantities of work performed at the Contract Unit Price bid.

11. Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.
12. By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to its own organization under penalty of perjury, that to the best of knowledge and belief:
  - (a) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
  - (b) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor and;
  - (c) 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.
13. A Bid shall not be considered for award nor shall any award be made where (1) (a), (b) and (c) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1) (a), (b) and (c) above have not been complied with, the Bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the Bid is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition.

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

14. Any Bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be

performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such Bid contains the certification referred to in this section, shall be deemed to have been authorized by the board of directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

15. The undersigned Bidder certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity which sells materials, equipment or supplies used in or for, or engages in the performance of, the same or similar construction, reconstruction, installation, demolition, maintenance or repair work or any part thereof.
16. The undersigned Bidder hereby certifies that (1) it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and 3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.
17. The undersigned Bidder for hereby certifies, under pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the New York State Department of Labor. The undersigned bidder agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the Contractor, to pay laborers employed on the project the said applicable prevailing wage rates.
18. The undersigned Bidder further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the state of New York under General Laws or any rule or regulations promulgated thereunder.
19. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

Respectfully submitted on: \_\_\_\_\_, 20\_\_\_\_.

**THIS FORM SHALL BE PROVIDED WITH BID**

**South Avenue Park Project #3: Court Fencing  
City of Beacon, Dutchess County, New York  
COB Bid No. 2025-005**

All items are complete items including furnishing, installation, excavation, backfilling, compaction, labor, equipment, etc. unless mentioned otherwise in this Bid Form.

Bidder will complete the BASE BID work for the above referenced project using the following prices.

ITEM NO.	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL ITEM PRICE
1	BONDS AND INSURANCE	1	LS		
2	DEMOLITION/ SITE PREPARATION/ EROSION & SEDIMENT CONTROL MEASURES/ CLEAN UP	1	LS		
3	INSTALLATION OF 650 LINEAR FEET OF 11' HT. CHAIN LINK FENCE FABRIC ON EXISTING POSTS, INCLUDING ALL ASSOCIATED HARDWARE.	1	LS		
4	INSTALLATION OF (2) 5' W., 11' HT. CHAIN LINK FENCE SINGLE GATE WITHIN FENCE LINE, INCLUDING ALL ASSOCIATED HARDWARE, EXCAVATION, CONCRETE, POSTS, AND MODIFICATION OF EXISTING FENCING AS NECESSARY TO COMPLETE ALL WORK.	1	LS		
5	INSTALLATION OF (2) 10' W., 11' HT. CHAIN LINK FENCE DOUBLE GATE WITHIN FENCE LINE, INCLUDING ALL ASSOCIATED HARDWARE, EXCAVATION, CONCRETE, POSTS, AND MODIFICATION OF EXISTING FENCING AS NECESSARY TO COMPLETE ALL WORK.	1	LS		
6	PAINTING OF EXISTING & NEW CHAIN LINK FENCE POSTS.	1	LS		

**TOTAL AMOUNT OF BASE BID (ITEMS 1 - 6)**

\_\_\_\_\_ Dollars

and \_\_\_\_\_ Cents                      Lump Sum (\$ \_\_\_\_\_)

*(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)*

IF BIDDER IS:

INDIVIDUAL

By \_\_\_\_\_ [Seal]  
(Individual's Name)

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

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

Telephone No.: \_\_\_\_\_

PARTNERSHIP

By \_\_\_\_\_ [Seal]  
(Firm Name)

\_\_\_\_\_  
(General Partner)

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

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

Telephone No.: \_\_\_\_\_

CORPORATION

By \_\_\_\_\_ [Corp. Seal]  
(Corporation Name)

\_\_\_\_\_  
(State of Corporation)

By \_\_\_\_\_  
(Name of Person Authorized to Sign)

\_\_\_\_\_  
(State of Corporation)

Attest: \_\_\_\_\_

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

Telephone No.: \_\_\_\_\_

JOINT VENTURE

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

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

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

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

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



BID BOND

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

BIDDER *(Name and Address)*:

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

OWNER *(Name and Address)*:

BID

Bid Due Date:

Description *(Project Name and Include Location)*:

BOND

Bond Number:

Date *(Not earlier than Bid due date)*:

Penal sum \_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal (Seal) \_\_\_\_\_ (Seal)  
Surety's Name and Corporate Seal

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.*



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

NON-COLLUSIVE BIDDING CERTIFICATION  
COB Bid No. 2025-005

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

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

I hereby affirm under the penalties of perjury that the foregoing statement is true.

Company Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name & Title)

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

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



GOODS AND SERVICES AGREEMENT

THIS AGREEMENT made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Beacon, a municipal corporation and city of the State of New York, with principal offices at 1 Municipal Plaza, Beacon, New York 12508 {the "City"} and \_\_\_\_\_, with principal offices at \_\_\_\_\_ (the "Contractor").

WHEREAS the City solicited bids for South Avenue Park Project #3: Court Fencing; and

WHEREAS the Contractor submitted a bid in response to the solicitation.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK

The Contractor shall perform all work and furnish all services, labor, material and equipment described in and required by the Request for Bids ("RFB") issued by the City, a copy of which is attached hereto as Attachment A. Project consists of the installation of 215 linear feet of 11-foot-high black vinyl coated chain link fence on existing posts, and installation of one (1) 5-foot-wide pedestrian gate, and installation of one (1) 10-foot-wide double service gate at the Basketball Court and 435 linear feet of 11-foot-high black vinyl coated chain link fence on existing posts, and installation of one (1) 5-foot-wide pedestrian gate, and installation of one (1) 10-foot-wide double service gate at Tennis Court located within South Avenue Park in the City of Beacon (existing fence posts shall remain for reuse, and existing fence mesh and gates shall be removed), and all associated hardware and appurtenances required for a complete project as further outlined in the technical specifications and drawings. The Contractor shall perform all work and furnish all services, labor, material and equipment in accordance with the specifications and conditions included in and/or attached to the RFB, unless otherwise specifically stated in this Agreement. The Contractor must satisfy the performance requirements, if any, contained in the RFB and in the technical specifications attached to the RFB. The Contractor represents that it has the requisite knowledge and skills to perform all work and furnish all services, labor, material and equipment described in and required by the RFB (See Attachment A).

The Contractor must comply with the prevailing wage rates that are applicable to the labor and services to be provided, All wages and supplements paid to laborers performing any work pursuant to this Agreement shall be paid not less than the wages and supplements in the applicable New York State Department of Labor ("NYSDOL") Prevailing Wage Schedule for Dutchess County, specifically Prevailing Wage Schedule PRC# 2025001952. New York State Prevailing Wage Rates are subject to change annually on July 1st. The Contractor must comply with the wages and supplements posted by NYSDOL July 1st every year. If federal grant monies are funding any of the work to be performed or any of the services, labor, materials or equipment to be furnished, the Contractor also must comply with the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., as supplemented by regulations of the U.S. Department of Labor, 29 CFR Part 5, which requires the Supplier to pay wages to laborers and mechanics at a rate not less than prevailing wages specified

in a wage determination made by the U.S. Secretary of Labor. The Contractor must pay wages not less than once a week.

## ARTICLE 2: TIME OF PERFORMANCE

The Contractor shall perform all work and furnish all services, labor, material and equipment described within the time stated in the RFB, unless otherwise stated herein, subject to any adjustments authorized through an amendment of this Agreement. Upon issuance of Notice to Proceed, Contractor shall have 60 calendar days to complete the scope of work.

Time is of the essence for all work, services, material and equipment to be performed pursuant to this Agreement as described in Article 1 herein and as described In the RFB (See Attachment A). The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

The Date of Final Completion is the date all of work, services, labor, material and equipment required under the Contract Documents Is completed, all required materials, equipment and documents required by the Contract Documents have been delivered to the City (e.g., Record Drawings, O&M manuals, etc.), and all applicable licenses, permits, certificates, or approvals have been obtained for the City's beneficial use of the work, services, labor, material and equipment required under the Contract Documents.

## ARTICLE 3: CONTRACT DOCUMENTS

The following documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein and shall be referred to herein as the "Contract Documents":

1. This Agreement.
2. Amendments to this Agreement that are mutually agreed upon by the parties.
3. The City's Request for Bid with all Addenda (Attachment A), including but not limited to any instructions for the bidders, bidding procedures and requirements, qualifications of bidders, specifications, technical specifications, drawings, conditions (general, supplementary and any other conditions) included therein and any Bid Addenda issued prior to the bid opening,
4. All other attachments to this Agreement.

In the event of any conflict among the provisions of the Contract Documents or between the Contract Documents and any applicable standard, code, statute, regulation or ordinance, those provisions most favorable to the City shall govern. In the event of any conflict among the provisions of the Contract Documents or between the Contract Documents and any applicable standard, code, statute, regulation or ordinance, the Contractor shall notify the City of same, comply with the more stringent requirement and comply with the City's interpretation. Where there

is a conflict in quantity, unless otherwise directed by the City, the Contractor shall provide the greater quantity. Where there is a conflict in quality, unless otherwise directed by the City, the Contractor shall provide the superior quality.

This Agreement, including all of the Contract Documents, represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral, with respect to the subject of this Agreement.

#### ARTICLE 4: COMPENSATION

For the above-described Scope of Work (see Article 1), the City shall pay the Contractor pursuant to the prices set forth in Contractor's bid, a sum not to exceed \$\_\_\_\_\_, subject to any adjustment authorized through an amendment of this Agreement. This lump sum includes all costs, expenses, overhead and profit of the Contractor and no other compensation shall be due for the work performed, unless this sum is adjusted through an amendment of this Agreement.

Payment of any invoice or claim shall not preclude the City from making a claim for adjustment on any item found not to have been in accordance with the Contract Documents.

The Contractor shall submit invoices and payment requisitions by the 10th of each month for the percentage of the work performed and labor, materials and equipment furnished in the prior calendar month, which invoices must be supported by the following documentation:

1. Invoice must reference purchase order number issued to the Contractor by City.
2. Certified payroll(s); and
3. Any other documentation required by the Contract Documents or requested by the City to confirm the work performed and labor, materials and equipment furnished.

Payment will be made after receipt of an invoice with all required supporting documentation in accordance with the terms of the RFB (Attachment A). If payment of invoices is not addressed in RFB, then replace prior sentence with: Payment will be made within thirty (30) days after receipt of an invoice with all required supporting documentation less five percent of the sum earned. The five percent retainage shall be paid in the final payment when all work has been performed and all services, labor, material and equipment furnished in accordance with the Contract Documents.

#### ARTICLE 5: AGREEMENT TERMINATION

The City may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.

2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the City that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

The City may also terminate this Agreement at any time for convenience by providing the Contractor written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice.

Upon receipt of a notice of termination, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon termination of the Agreement for the City's convenience, the Contractor shall be entitled to compensation for all work performed and all services, labor, material, and equipment furnished prior to the termination date as reasonably determined by the City. Such payment shall not exceed the fair value of the services provided hereunder. Upon termination of the Agreement by the City for cause, the Contractor shall be entitled to compensation for all work performed and all services, labor, material and equipment furnished in accordance with the Contract Documents less any damages and/or expenses incurred by the City as a result of the Contractor's acts or omissions in the performance of this Agreement as reasonably determined by the City. Such payment shall not exceed the fair value of the services provided hereunder.

#### ARTICLE 6: INSPECTION

The City shall have the right to inspect the work performed by the Contractor and the services, materials and equipment furnished by the Contractor at all times, but such inspection shall not relieve the Contractor of responsibility for the proper performance of the Scope of Work (see Article 1).

#### ARTICLE 7: INDEMNIFICATION

To the maximum extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and its respective elected officials, officers, agents, and employees from and against any and all losses, damages, detriments, suits, claims, demands, liabilities, costs and charges, including reasonable attorneys' fees and disbursements that (1) arise directly or indirectly from or are in any way related to the performance under this Agreement, (2) to the extent they arise from any negligent act or omission of the Contractor and/or its contractors, employees, volunteers or subcontractors; or (3) result from any default of this Agreement or any provision hereof by the Contractor. The Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and Income Tax laws. The terms of this Article 7 shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law. The obligation of the Contractor to indemnify any party under this Article 7 shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including worker's compensation or other employee benefit acts provided by the Contractor.



If any action by the Contractor or its employees, consultants, contractors, or subcontractors results in damage to the real or personal property of the City, the Contractor shall repair or cause to be repaired such damage at its sole cost and expense.

The Contractor shall defend and hold the City harmless against any and all claims and suits based on a claim that the operation of any equipment furnished by the Contractor infringes on any U.S. patent under which the City is not licensed.

#### ARTICLE 8: APPLICABLE LAW

The Contractor, at its sole cost and expense, agrees to comply with all applicable local, state, and federal laws, statutes, ordinances, regulations, rules, requirements and orders relating to work to be performed and the services, labor, materials and equipment to be furnished pursuant to this Agreement and the Contract Documents. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

#### ARTICLE 9: ASSIGNMENT

The Contractor shall not make any assignment, transfer, conveyance, sublet or otherwise dispose of all or any part of its rights and obligations under this Agreement without the prior written consent of the City.

#### ARTICLE 10: AMENDMENTS

All amendments or any changes to the provisions specified in this Agreement can only occur when mutually agreed upon by the City and the Contractor. Further, such amendments or changes shall be in writing and signed by officials with the authority to bind the City. Additionally, all amendments and changes shall be approved by the City prior to execution. No amendment or change to the Agreement provisions shall be made until after the written execution of the amendment or change to the Agreement by both parties.

#### ARTICLE 11: INSURANCE AND BONDS

The Contractor shall be responsible to the City or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees, or agents in the performance of, or as a result of, the performance of this Agreement. The Contractor hereby certifies that the Contractor and any subcontractors retained or to be retained, with the consent of the City, by the Contractor have and shall maintain the types and amounts of insurance set forth in this Article 11 and such insurance complies with the terms and conditions set forth in this Article 11.

##### A. Insurance Requirements.

1. No work shall commence and the City has the option to void this Agreement unless the Contractor, at its sole cost and expense, shall secure and deliver a certificate(s) of insurance dated within five (5) days of the date of the signing of this Agreement and showing that the required insurance coverage is in effect and has been obtained

from an insurer that is admitted and licensed to issue insurance and to do business in New York State. The Contractor shall maintain such insurance coverage as will protect itself, its subcontractors, and unless otherwise specified, the City, its agents, servants and employees and the Project Architect and/or Engineer(s) as additional named insureds, from any all claims for Bodily Injuries, Death or Property Damage which may arise from operations under this Agreement whether such operations be by the Contractor or by any subcontractor or anyone employed by the Contractor directly or indirectly, or any other party who may be injured, claim injuries or die.

2. The Contractor shall furnish original, signed/notarized Certificates of Insurance in duplicate, with the project name and number (if any) stated on the certificates and submit prior to the beginning performance under this Agreement. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's Commercial General Liability Policy, automotive and excess liability/umbrella policies. The coverage and amounts below are minimum requirements and do not establish limits to the Contractor's liability. Other coverage and higher limits may be provided at the Contractor's option and expense.
3. Worker's Compensation at statutory limits. New York State Disability Insurance and Paid Family Leave for all employees in New York. Employers' Liability for all employees in New York in an amount not less than \$500,000.00.
4. Commercial General Liability and Contractual Liability insurance to be provided on an "occurrence" basis, with coverage to include explosion, collapse and underground hazards (XCU). Blanket Contractual Products, Independent Contractors Completed Operations, Personal Injury, and Employees as additional insured, with limits of coverage to be:
  - a. Bodily Injury, Property Damage and Personal Injury Limits:
    - 1) \$1,000,000 each occurrence (Bodily Injury and Property Damage)
    - 2) \$2,000,000 General aggregate
    - 3) \$2,000,000 Products and Completed Operations Aggregate
    - 4) \$1,000,000 Personal and advertising injury
  - b. Aggregate shall apply to this project only (aggregate not to include other projects) and must be identified as such on the certificate of insurance.
5. Automotive Liability insurance including owned, non-owned, borrowed and hired automobiles with limits of coverage to be \$1,000,000 each occurrence for bodily injury and property damage (insurance on automobiles of subcontractors and material suppliers must meet the same requirements).

6. The Contractor is responsible for insuring its own equipment, tools, and real and personal property.
7. Liability Insurance under a “claims-made” policy is not acceptable. Coverage must be provided on an “occurrence” basis.
8. Waiver of Subrogation: The Contractor waives all rights against the City and its agents, officers, directors and employees for recovery of damages to the extent the damages are covered by commercial general liability, umbrella liability, auto liability or workers compensation and employer’s liability insurance maintained per requirements stated above.

B. Payment and Performance Bonds

1. The Contractor shall, at its cost and expense, furnish bonds in the amount of 100 percent of the amount to be paid pursuant to this Agreement (the “Contract Sum”) covering the faithful performance of this Agreement and the payment of all obligations arising thereunder, in such form as the City may prescribe in this Article 11 and with such sureties as the City may approve. If the Contract Sum changes, the value of the bonds shall be adjusted to match the Contract Sum. The amount of the payment and performance bonds shall remain in full force and effect during the term of any warranty or guarantee to be furnished hereunder, and in no event for a period of less than one year following the issuance of final payment. The Contractor shall keep the surety informed of any and all changes in the amount of this Agreement. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety insurance/bonds in New York State.
2. No work shall commence and the City has the option to void this Agreement unless the Contractor, at its sole cost and expense, shall secure and deliver to the City payment and performance bonds that comply with the requirements of this Article 11 and the Contract Documents within five (5) days of the date of the signing of this Agreement. The attorney in fact who executes the required bonds on behalf of the surety, shall affix thereto a certified and current copy of the power of attorney.
3. The bonds shall be written on AIA Document A312-2010 Performance Bond and Payment Bond and shall contain the following provisions in the modifications section of each bond or contain the following provisions in a rider attached to each bond that is referenced in the modifications section of each bond (for purposes of this paragraph Owner refers to the City and Contractor refers to the Contractor):
  - .1 Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Such addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety

of its obligations hereunder and notice to the Surety of such matters is hereby waived.

- .2 Surety further agrees that in event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or Surety shall cause written notice of such default (specifying said default in detail) to be given to the Owner, and the Owner shall have fifteen (15) days after receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within fifteen (15) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first class postage prepaid, to the Owner.
- .3 Any proceeding, legal or equitable, under the Payment Bond may be instituted in any court of competent jurisdiction in the County of Dutchess in the State of New York and shall be instituted within three years after termination by the Owner of the Contractor's contract or within three years after final completion by the Contractor. In the event the Contractor files for bankruptcy, the commencement of the three-year period shall not start to run until the bankruptcy proceeding is finalized or the Owner obtains relief from an automatic stay, whichever is later.
4. The Contractor shall keep its surety informed of the progress of the Scope of Work, and, when necessary, obtain the surety's consent to, or waiver of: (1) request for reduction or release of retainage; (2) request for final payment; and (3) any other material required by the surety. The City may, in the City's sole discretion and without prior notice to the Contractor, through the Project Architect/Engineer or directly, inform the Contractor's surety of the progress of the Contractor's work and obtain consents as necessary to protect the City's rights, interest, privileges and benefits under and pursuant to any bond issued in connection with this Agreement.
5. Upon the request of any person or entity appearing to be a potential beneficiary of the bonds covering payment of obligations arising under this Agreement, the Contractor shall promptly furnish a copy of the bonds and consents to the City or the Project Architect/Engineer furnishing a copy of the bonds to the potential beneficiaries upon request.

#### ARTICLE 12: INDEPENDENT CONTRACTOR

The Contractor and all its employees, officers, directors, associates, consultants, subcontractors, and agents shall be independent contractors to the City and shall not claim or receive any benefit or privilege conferred to the City employees, including, without limitation, disability or unemployment insurance, workers' compensation, medical insurance, sick leave, retirement, or any other employment benefit. The City shall not be responsible for the Contractor's compliance with any local, state, or federal law, regulation or requirement and shall not withhold any taxes,

including payroll or income taxes, for the Contractor or any employee, officer, director, associate, subcontractor, consultant or agent thereof. The Contractor will indemnify the City for any tax liability, interest, and/or penalties imposed upon the City by any taxing authority based upon the City's failure to withhold any amount from the payments for tax purposes. The Contractor exclusively assumes responsibility for the acts of its employees, officers, directors, associates, consultants, subcontractors, and agents as they relate to this Agreement.

ARTICLE 13: NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be given by certified mail return receipt requested or by overnight or express mail services, addressed to the parties as designated below. Each such notice sent by overnight or express mail shall be deemed effective on the next business day after being dispatched and notices sent by certified mail shall be deemed effective on the fifth business day after being dispatched. Each party may change its address for written notice by giving written notice of such change in accordance with this Article 13. Notices shall be addressed to each party as follows:

As to the City:  
City Hall, City of Beacon  
1 Municipal Plaza  
Beacon, NY 12508  
Attn: Chris White, City Administrator

-and-

Keane & Beane, P.C.  
445 Hamilton Avenue, Suite 1500  
White Plains, NY 10601  
Attn: Nicholas M. Ward-Willis, Esq.

As to the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

ARTICLE 14: CHOICE OF LAW AND VENUE

This Agreement shall be governed by, and interpreted under, the laws of the State of New York, without consideration to its conflict of law's provisions. The venue for mediation, arbitration or legal proceedings arising out of this Agreement shall be Dutchess County in the State of New York. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the State and Federal courts of Dutchess County in the State of New York. Each party hereby waives any right or claims that venue is improper in such a court.

The failure of either party to enforce, at any time, any provision of this Agreement shall not constitute a waiver of such provision in any way or waive the rights of either party at any time to avail itself of such remedies as it may have for any breach or breaches of such provision. None of the conditions of this Agreement shall be considered waived by either party unless such waiver is given in writing by the waiving party. No such waiver shall be a waiver of any past or future default, breach, or modification or any of the terms or conditions of this Agreement unless expressly stipulated in such waiver.

ARTICLE 16: SEVERABILITY

If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

ARTICLE 17: COUNTERPARTS

This Agreement may be executed in counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or email shall be equally as effective as delivery of a manually executed counterpart of this Agreement.

ARTICLE 18: AUTHORITY TO ENTER AGREEMENT

The undersigned representative of the Contractor hereby represents and warrants that the undersigned is the owner or an officer, director, or agent of the Contractor with full legal rights, power and authority to enter into this Agreement on behalf of the Contractor and to bind the Contractor with respect to the obligations enforceable against the Contractor in this Agreement.

\_\_\_\_\_ (CONTRACTOR)

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

NAME: \_\_\_\_\_  
Name Printed

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF BEACON

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_





PERFORMANCE BOND

CONTRACTOR (*name and address*):

SURETY (*name and address of principal place  
of business*):

OWNER (*name and address*):

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (*name and location*):

BOND

Bond Number:

Date (*not earlier than the Effective Date of the Agreement of the Construction Contract*):

Amount:

Modifications to this Bond Form:  None  See Paragraph 16

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Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Contractor's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

**By:** \_\_\_\_\_  
Signature

**By:** \_\_\_\_\_  
Signature (*attach power of attorney*)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Attest:** \_\_\_\_\_  
Signature

**Attest:** \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers.  
(2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.*

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 Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
  - 3.1 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 Paragraph 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;
  - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3 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 Paragraph 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 Paragraph 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 Owners 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 Paragraph 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:
    - 5.4.1 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
    - 5.4.2 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 Paragraph 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 Paragraph 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 Paragraph 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:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 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 Paragraph 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 periods of limitations 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 for the Contractor for 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:





PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form:  None  See Paragraph 18

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Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Contractor's Name and Corporate Seal (seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (seal)

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

By: \_\_\_\_\_  
Signature (attach power of attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers.  
(2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

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 Paragraph 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 Paragraph 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,
    - 5.1.1 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
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 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 Paragraph 13).
6. If a notice of non-payment required by Paragraph 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 Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 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 Paragraph 7.1 or 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 Paragraph 7.1 or 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 Paragraph 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 Paragraph 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 requests 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 of "labor, materials, or equipment" that part of the 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:



NOTICE OF AWARD

Dated: \_\_\_\_\_

TO: \_\_\_\_\_  
(Bidder)

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

OWNER'S CONTRACT NO.: \_\_\_\_\_

CONTRACT FOR: \_\_\_\_\_  
(Insert name of Contract, as it appears in the Bidding Documents)

You are notified that your Bid dated \_\_\_\_\_ for the above Contract has been considered.

You are the apparent Successful Bidder and have been awarded a contract for: \_\_\_\_\_  
\_\_\_\_\_  
(Indicate total work, alternates or section or work awarded)

The Contract Price of your contract is: \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_ )

\_\_\_\_\_ copies of each the proposed Contract Documents (except Drawings) accompany this Notice of Award.

\_\_\_\_\_ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within **ten** (10) days of the date of this Notice of Award, that is by \_\_\_\_\_

1. You must deliver to the Owner \_\_\_\_\_ fully executed counterparts of the Agreement including all the Contract Documents. This includes \_\_\_\_\_ sets of Drawings. Each of the Contract Documents and sets of Drawings must bear your signature on the cover page.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders and contract documents.

-over-

3. (List other conditions precedents).

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Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

After you comply with the above conditions, OWNER will return to you one fully executed signed counterpart of the Agreement with the Contract Documents attached.

City of Beacon  
(Owner)

BY: \_\_\_\_\_  
(Authorized Signature) Christopher White

City Administrator  
(Title)

ACCEPTANCE OF AWARD

\_\_\_\_\_  
(Contractor)

BY: \_\_\_\_\_  
(Authorized Signature)

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

\_\_\_\_\_  
(Date)

*COPY to ENGINEER (Via Certified Mail, Return Receipt Requested)*

**NOTICE TO PROCEED**

Dated: \_\_\_\_\_

TO: \_\_\_\_\_  
(Contractor)

ADDRESS: \_\_\_\_\_

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

OWNER'S CONTRACT NO.: \_\_\_\_\_

CONTRACT FOR: \_\_\_\_\_  
(Insert name of Contract, as it appears in the Bidding Documents)

You'll be notified that the Contract Times under the above contract will commence to run on

\_\_\_\_\_

By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of completion and readiness for final payment is

\_\_\_\_\_

Before you may start any Work at the site, you and Owner must each deliver to the other (with copies to Engineer and other identified additional insurers) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the site, you must (add other requirements):

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

**ACCEPTANCE OF AWARD**

City of Beacon  
\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Contractor)

BY: \_\_\_\_\_  
(Authorized Signature)

BY: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

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

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

\_\_\_\_\_

*COPY to ENGINEER (Via Certified Mail, Return Receipt Requested)*





# CHANGE ORDER

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

PROJECT \_\_\_\_\_

DATE OF ISSUANCE \_\_\_\_\_ EFFECTIVE DATE \_\_\_\_\_

OWNER \_\_\_\_\_

OWNER'S CONTRACT NO. \_\_\_\_\_

CONTRACTOR \_\_\_\_\_ ENGINEER \_\_\_\_\_

You are directed to make the following changes in the Contract Documents.

Description: \_\_\_\_\_

Reason for Change Order: \_\_\_\_\_

Attachments: (List documents supporting change) \_\_\_\_\_

RECOMMENDED  
\_\_\_\_\_  
Engineer (Authorized Signature)  
Date: \_\_\_\_\_

APPROVED  
\_\_\_\_\_  
Owner (Authorized Signature)  
Date: \_\_\_\_\_

ACCEPTED  
\_\_\_\_\_  
Contractor (Authorized Signature)  
Date: \_\_\_\_\_



**CONTRACTOR'S AFFIDAVIT FOR RELEASE OF RETAINAGE  
and/ or FINAL PAYMENT**

\_\_\_\_\_  
Municipality

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Project

\_\_\_\_\_  
Address

\_\_\_\_\_  
Contract No.

\_\_\_\_\_  
Telephone No.

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

} S.S

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

" \_\_\_\_\_ " being duly sworn deposes  
and says:

1. He is the \_\_\_\_\_ (TITLE) of the contractor on the above referenced project and makes this affidavit in the regular course of business with full authorization.
2. There are no claims, liens, or judgements against the contractor except as set forth herein:

\_\_\_\_\_  
*(Insert "No Exceptions", if applicable - or- attach list, if necessary)*

3. All provisions of the Labor Law of the State of New York have been fully complied with except as set forth herein:

\_\_\_\_\_  
*(Insert "No Exceptions", if applicable - or- attach list, if necessary)*

4. The municipality upon the release of retainage requested herewith, is released of any and all claims by the contractor with respect to the project to the date hereof.
5. This certification is made to include the municipality to release final payment and/or retainage held pursuant to the contract in accordance with General Municipal Law §106-b.

Subscribed and sworn to before me on:

\_\_\_\_\_

\_\_\_\_\_

Signature

Affix Seal,  
if Corporation

\_\_\_\_\_  
Notary Public



## SUPPLEMENTARY CONDITIONS

### 1. CONTRACTOR'S & SUBCONTRACTOR'S INSURANCE & LIMITS

The Contractor shall provide insurance as specified in the General Conditions with coverage not less than the following amounts or greater where required by law.

Workmen's Compensation - Statutory

Disability Benefits - Statutory

Comprehensive Automobile Liability (including owned, non-owned, and hired autos) Combined Single Limit (bodily injury and property damage) - \$1,000,000

Comprehensive General Liability

(including contractual, products and completed operations coverage)

1. General Aggregate - \$2,000,000
2. Products and Completed Operations Aggregate - \$2,000,000
3. Personal Injury - \$1,000,000
4. Each Occurrence - \$1,000,000

**THE CITY OF BEACON AND WESTON & SAMPSON PE, LS, LA, ARCHITECTS, PC SHALL BE NAMED ON ALL POLICIES AS ADDITIONAL INSURED.**

The Contractor shall either:

1. Require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts and adding additional insureds as specified in the preceding paragraph;  
or
2. Insure the activities of his subcontractors in his own policy.

### 2. SALES TAX

The City of Beacon is exempt from sales tax from the State of New York or any City or County in the State of New York for any material which is to be incorporated in this project. The City will make available to the successful bidder the tax exemption number and form to be used to the extent permitted under the present applicable statutes.

## SUPPLEMENTARY CONDITIONS – *continued*

### 3. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants; for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause:
- B. The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, or sex.
- C. The Contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. During the performance of this contract the Contractor or subcontractor agrees not to employ on such project any alien in the United States in violation of the Immigration and Nationality Act or any other law, convention, or treaty of the United States relating to the immigration, exclusion, deportation, or expulsion of aliens.

### 4. SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS & MINIMUM HOURLY WAGE RATES

Contractors and subcontractors are to meet "The Prevailing Wage Schedules" as published by New York State Department of Labor, attached herein.

**CONTRACTOR CERTIFICATION FORM: LABOR LAW § 220-i**

*SIGN AND SUBMIT WITH BID*

Contractors submitting bids for a municipal public work project must be registered with the New York State Department of Labor (“NYSDOL”) ***before*** the submission of a bid. The person authorized to submit this bid on behalf of the prospective bidder hereby certifies, under the penalties of perjury, that: **(1)** the prospective bidder (i.e., contractor) is currently registered with the NYSDOL pursuant to NYS Labor Law § 220-i; and **(2)** each and any subcontractors engaged by contractor for work on this project shall be registered with the NYSDOL pursuant to NYS Labor Law § 220-i prior to commencing work on the project. Certificates of Registration for subcontractors can be submitted with this form but ***must*** be submitted ***before*** such subcontractor(s) commence work on the project. Bidder will be responsible for any project delays caused due to a subcontractor’s failure to timely register with the NYSDOL. *Failure to complete this form or to include copies of bidder’s current Certificate of Registration may result in disqualification from this bid.*

Bidder hereby represents it has attached to this form, a copy of the Certificate(s) of Registration issued by the NYSDOL for the Bidder.

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

Bidder’s Business Name: \_\_\_\_\_

Bidder’s Address: \_\_\_\_\_

Bidder’s NYSDOL Certificate Number: \_\_\_\_\_

Issued: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Subcontractor(s) NYSDOL Certificate Number (*if available at time of bid submission*): \_\_\_\_\_

Copy of Bidder’s NYSDOL Certificate of Registration is attached. A copy of a submitted application will not be accepted.

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

\_\_\_\_\_  
Signature of Bidder’s Authorized Representative

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Notary Public





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

SECTION 00 72 00

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
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AMERICAN CONSULTING ENGINEERS COUNCIL

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AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General

Contractors of America

Construction Specifications Institute

These General Conditions have been prepared for use with the Owner-Contractor Agreements (No. 1910-8-A-1 or 1910-8-A-2) (1996 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC User's Guide (No. 1910-50). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1996 Edition).

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## GENERAL CONDITIONS

### ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

#### 1.01 Defined Terms

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

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

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

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

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*-- The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*-- A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's

written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

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

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

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

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

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

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

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part



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

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

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

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER

ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

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

## 1.02 Terminology

### A. *Intent of Certain Terms or Adjectives*

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

paragraph 9.10 or any other provision of the Contract Documents.

*B. Day*

1. The word “day” shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

*C. Defective*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

*D. Furnish, Install, Perform, Provide*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services,

materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, “provide” is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02 Copies of Documents

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

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

## 2.04 Starting the Work

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

## 2.05 Before Starting Construction

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

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

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

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

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

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

## 2.06 Preconstruction Conference

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

## 2.07 Initial Acceptance of Schedules

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten

days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

## ARTICLE 3 - CONTRACT DOCUMENTS

### 3.01 Intent

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided

whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

### 3.02 Reference Standards

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

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

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

### 3.03 Reporting and Resolving Discrepancies

#### A. Reporting Discrepancies

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

#### B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

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

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such

an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

### 3.05 Reuse of Documents

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS;  
SUBSURFACE AND PHYSICAL CONDI-  
TIONS; REFERENCE POINTS

4.01 Availability of Lands

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Subsurface and Physical Conditions

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

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

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

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

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

4.03 Differing Subsurface or Physical Conditions

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

1. is of such a nature as to establish that any “technical data” on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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

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

*C. Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time

required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

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

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any

claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

#### 4.04 Underground Facilities

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

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

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

#### B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.



#### 4.05 Reference Points

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

#### 4.06 Hazardous Environmental Condition at Site

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

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

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to,

any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

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

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has

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

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

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

identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 5 - BONDS AND INSURANCE

### 5.01 Performance, Payment, and Other Bonds

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

except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

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

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

#### 5.02 Licensed Sureties and Insurers

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

#### 5.03 Certificates of Insurance

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured

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

#### 5.04 CONTRACTOR's Liability Insurance

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

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

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

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

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by

CONTRACTOR, or (ii) by any other person for any other reason;

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

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

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

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

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's

indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

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

#### 5.05 OWNER's Liability Insurance

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

## 5.06 Property Insurance

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

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

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

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

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work,

provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

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

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

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the

extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

#### 5.07 Waiver of Rights

A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and

any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will

have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

#### 5.08 Receipt and Application of Insurance Proceeds

A. Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B. OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

#### 5.09 Acceptance of Bonds and Insurance; Option to Replace

A. If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the

other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

#### 5.10 Partial Utilization, Acknowledgment of Property Insurer

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

### ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

#### 6.01 Supervision and Superintendence

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and

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

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

#### 6.02 Labor; Working Hours

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably

withheld) given after prior written notice to ENGINEER.

#### 6.03 Services, Materials, and Equipment

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 6.04 Progress Schedule

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally



will comply with any provisions of the General Requirements applicable thereto.

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

#### 6.05 Substitutes and “Or-Equals”

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

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

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

#### 2. Substitute Items

a. If in ENGINEER’s sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an “or-equal” item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to

ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

*B. Substitute Construction Methods or Procedures:*

If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

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

*D. Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

*E. ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

#### 6.06 Concerning Subcontractors, Suppliers, and Others

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

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

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is

with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER'S Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

#### 6.07 Patent Fees and Royalties

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

arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 6.08 Permits

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

#### 6.09 Laws and Regulations

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR'S compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifica-

tions and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

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

#### 6.10 Taxes

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

#### 6.11 Use of Site and Other Areas

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

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRAC-

TOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

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

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

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will

endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### 6.12 Record Documents

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

#### 6.13 Safety and Protection

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

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the

safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

#### 6.14 Safety Representative

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

## 6.15 Hazard Communication Programs

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

## 6.16 Emergencies

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

## 6.17 Shop Drawings and Samples

A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with the acceptable

schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

### D. *Submittal Procedures*

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

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

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

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

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other

Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

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

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

#### E. ENGINEER's Review

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically

and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

#### F. Resubmittal Procedures

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

#### 6.18 Continuing the Work

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and



CONTRACTOR may otherwise agree in writing.

#### 6.19 CONTRACTOR's General Warranty and Guarantee

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

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or
2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;
2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;
4. use or occupancy of the Work or any part thereof by OWNER;
5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

#### 6.20 Indemnification

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

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

## ARTICLE 7 - OTHER WORK

### 7.01 Related Work at Site

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of

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

#### 7.02 Coordination

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

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

## ARTICLE 8 - OWNER'S RESPONSIBILITIES

### 8.01 Communications to Contractor

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

### 8.02 Replacement of ENGINEER

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

### 8.03 Furnish Data

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

### 8.04 Pay Promptly When Due

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

### 8.05 Lands and Easements; Reports and Tests

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

### 8.06 Insurance

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

### 8.07 Change Orders

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

### 8.08 Inspections, Tests, and Approvals

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

### 8.09 *Limitations on OWNER's Responsibilities*

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

#### 8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

#### 8.11 Evidence of Financial Arrangements

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

### ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

#### 9.01 OWNER'S Representative

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

#### 9.02 Visits to Site

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified

design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

#### 9.03 Project Representative

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

#### 9.04 Clarifications and Interpretations

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

#### 9.05 Authorized Variations in Work

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

#### 9.06 Rejecting Defective Work

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project

that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

#### 9.07 Shop Drawings, Change Orders and Payments

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

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

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

#### 9.08 Determinations for Unit Price Work

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

#### 9.09 Decisions on Requirements of Contract Documents and Acceptability of Work

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work,

the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

#### 9.10 Limitations on ENGINEER's Authority and Responsibilities

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of

construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants.

## ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

### 10.01 *Authorized Changes in the Work*

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

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

#### *10.02 Unauthorized Changes in the Work*

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

#### *10.03 Execution of Change Orders*

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

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an

appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

#### *10.04 Notification to Surety*

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

#### *10.05 Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last

submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be

valid if not submitted in accordance with this paragraph 10.05.

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

### 11.01 Cost of the Work

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or



legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

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

5. Supplemental costs including the following:

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

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

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

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or

otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

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

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

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of CONTRACTOR's

officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

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

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

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

determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

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

### 11.02 Cash Allowances

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

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

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

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

### 11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

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

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

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

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

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03 ); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change,

the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

#### *12.02 Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

#### *12.03 Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

#### *12.04 Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

#### *12.05 Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

#### *12.06 Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or
2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

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

*13.01 Notice of Defects*

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

*13.02 Access to Work*

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

*13.03 Tests and Inspections*

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

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;
2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be

paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

### 13.04 Uncovering Work

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

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

### 13.05 OWNER May Stop the Work

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the

completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

### 13.06 Correction or Removal of Defective Work

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

### 13.07 Correction Period

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by

OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

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

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

### *13.08 Acceptance of Defective Work*

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

### *13.09 OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.



B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

## ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

### 14.01 Schedule of Values

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

### 14.02 Progress Payments

#### A. Applications for Payments

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of

the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

#### B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other

qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment

has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Written Amendment or Change Orders;
- c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or
- d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

#### C. *Payment Becomes Due*

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

#### D. *Reduction in Payment*

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

- a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling OWNER to a set-off against the amount recommended; or
- d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

#### 14.03 CONTRACTOR's Warranty of Title

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

#### 14.04 Substantial Completion

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a

revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

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

#### 14.05 Partial Utilization

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

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially

complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

#### 14.06 Final Inspection

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

necessary to complete such Work or remedy such deficiencies.

#### 14.07 Final Payment

##### A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any

Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

*B. Review of Application and Acceptance*

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

*C. Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

*14.08 Final Completion Delayed*

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

*14.09 Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

## ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

### 15.01 OWNER May Suspend Work

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

### 15.02 OWNER May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);
2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;
3. CONTRACTOR's disregard of the authority of ENGINEER; or
4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

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

### 15.03 OWNER May Terminate For Convenience

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

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

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

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

### 15.04 CONTRACTOR May Stop Work or Terminate

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under

an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

## ARTICLE 16 - DISPUTE RESOLUTION

### 16.01 Methods and Procedures

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.



## ARTICLE 17 - MISCELLANEOUS

### *17.01 Giving Notice*

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

### *17.02 Computation of Times*

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

### *17.03 Cumulative Remedies*

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

### *17.04 Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will

survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

### *17.05 Controlling Law*

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



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SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

Where any Article, Paragraph, Subparagraph or Clause of the General Conditions is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in those General Conditions.

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

Defined Terms

- SC-1.01.A Add the following subparagraphs SC-1.01.A.51 through SC-1.01.A.52 to paragraph 1.01A of the General Conditions.
- SC-1.01.A.12 Amend the sentence at the location “these General Condition,” by inserting “The Advertisement for Bids, Instructions to Bidders, State Regulations,…”
- SC-1.01.A.19 Delete the words "The individual or entity named as such in the Agreement" and insert the following in its place:  
"The individual or entity duly appointed by the Owner to undertake the duties and powers herein assigned to the Engineer, acting either directly or through duly appointed representatives."
- SC-1.01.A.20 Delete the words "and who is identified as such in the Supplementary Conditions" at the end of the definition.
- SC-1.01.A.41 Delete the entitled “Specifications” definition in its entirety and insert the following in its place:  
“Sections included under Division 1 through Division 32 of the Contract Documents.”
- SC-1.01.A.51 Equivalent: Applies to materials or equipment which, in the Engineer’s sole discretion, are functionally equal (that is, perform the same function) to that named and sufficiently similar so that no change in related Work will be required.
- SC-1.01.A.52 He, His, Him: These terms do not connote gender but refer to individuals, firms or corporations who may participate in this Work.

ARTICLE 2 - PRELIMINARY MATTERS

Commencement of Contract Times; Notice to Proceed

SC-2.03 Add paragraph 2.03B:

SC-2.03.B Notwithstanding the time limitations provided in paragraph 2.03A, the OWNER may desire to commence the Contract Times later than the sixtieth day after the bid opening. The OWNER and CONTRACTOR, upon mutual agreement, may extend the commencement of the Contract Times to any date that they elect. OWNER must obtain CONTRACTOR's approval for extending the time beyond the dates/times stated in the Contract Documents.

Before Starting Construction

SC-2.05.B Amend the first sentence of paragraph 2.05.B of the General Conditions by deleting the words "Within ten days after the Effective Date of the Agreement", and inserting the words "Within ten days after the date indicated in the Notice to Proceed".

SC-2.05.B.3 Add the following language to subparagraph 2.05.B.3. of the General Conditions.

The schedule of values for lump sum contracts shall be submitted using AIA form G703, "Continuation Sheet for G702." The schedule of values for unit price contracts shall be the table of itemized Unit Prices contained on the CONTRACTOR'S Bid Form. Since the Bid Form is a part of the Contract Document, a separate submission is not required.

SC-2.05.B.4 & 5 Add the following subparagraphs SC-2.05.B.4 and SC-2.05.B.5 to paragraph 2.05 of the General Conditions.

SC-2.05.B.4 Name or names of testing agency or agencies.

SC-2.05.B.5 Name or names of Subcontractors, Suppliers, etc. which require approval as indicated in paragraph SC-6.06 H.

SC-2.05.C Delete paragraph 2.05C of the General Conditions in its entirety and insert the following in its place:

"C. Evidence of Insurance: CONTRACTOR shall deliver to OWNER, with a copy to the ENGINEER, Certificates of Insurance within 10 days after receipt of the notice of the acceptance of bid (and other evidence requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with the requirements of Article 5."

Contract Time

SC-2.08 Add the following new paragraphs SC-2.08 to Article 2 of the General Conditions.

SC-2.08 Contract Time

- A. The date of commencement of the Work is the date established in the Agreement. The date shall not be postponed by the failure to act of the CONTRACTOR or of persons or entities for whom the CONTRACTOR is responsible.
- B. The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.
- C. 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.
- D. The CONTRACTOR shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

ARTICLE 3 - CONTRACT DOCUMENTS; INTENT, AMENDING, REUSE

Reporting and Resolving Discrepancies

SC-3.01.A Add the following sentence at the end of Paragraph 3.01A of the General Conditions:

"...by all. Each and every provision of law and clause required by law to be inserted in these Contract Documents shall be deemed to be inserted herein, and they shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or if not correctly inserted, then upon the application of either party, the Contract Documents shall forthwith be physically amended to make such insertion."

SC-3.03.B Add the following new paragraph SC-3.03.B.2 to paragraph 3.03 of the General Conditions.

SC-3.03.B.2 In case of discrepancies between the drawings and specifications, interpretations shall be given preference in the following order:

- a. Addenda (later dates to take precedence over earlier dates).
- b. Detailed Specifications.
- c. Drawings (Schedules or notes to take precedence over other data shown on drawings).

Reuse of Documents

SC-3.05 Add the following new paragraph SC-3.05B to paragraph 3.05 of the General Conditions.



SC-3.05.B The CONTRACTOR, Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the ENGINEER appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the ENGINEER. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the ENGINEER'S copyright or other reserved rights.

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

Availability of Lands

SC-4.01 Add the following language to new paragraphs to 4.01.C of the General Conditions.

- SC-4.01.C
1. The CONTRACTOR shall confine operation at the Site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials and equipment.
  2. The CONTRACTOR shall not enter upon nor occupy with men, equipment or materials any property outside of OWNER'S site, public highways or Owner's easements, except with the written consent of the property owner or property owner's agent.
  3. CONTRACTOR'S use of the premises shall be confined to the areas designated by the OWNER as identified by the Contract Limit Line on the Contract Drawings.
  4. Each prime contractor shall:
    - a. Assume responsibility for protection and safekeeping of products stored on or off premises.
    - b. Move stored products that interfere with the operations of OWNER or other CONTRACTOR(s).
    - c. Obtain and pay for all additional storage of work areas required for his operations.
  5. Each prime CONTRACTOR must share use of the premises with the other contractors.

SC-4.02.A Delete the term "Supplementary Conditions" of paragraph 4.02 A of the General Conditions and replace it with "Contract Documents".

SC-4.04.B.2 Change “of” to “or” on line 6 of paragraph 4.04 B.2 of the General Conditions.

Delete the following words from lines 8 and 9 of paragraph 4.04 B.2 of the General Conditions:

“...or not shown or indicated with reasonable accuracy...”

Reference Points

SC-4.05 Add the following new paragraphs SC-4.05.B & SC-4.05.C to paragraph 4.05 of the General Conditions.

SC-4.05.B The CONTRACTOR will make all field measurements to assure proper fit of all the finished Work and the CONTRACTOR shall assume full responsibility for the accuracy of such measurements. If field conditions and dimensions differ from those shown on the Contract Drawings, the CONTRACTOR shall immediately notify the ENGINEER and make appropriate changes to those conditions or dimensions shown on the Contract Drawings, as required by the ENGINEER. When shop drawings based on field measurements are submitted for approval, the field measurements made by the CONTRACTOR shall be indicated on the shop drawings for the reference of the ENGINEER's review.

SC-4.05.C ENGINEER may check the lines, elevations and reference marks set by CONTRACTOR, and CONTRACTOR shall correct any errors disclosed by such check. Such a check shall not be considered as approval of CONTRACTOR's work and shall not relieve CONTRACTOR of the responsibility for construction of the entire Work in accordance with the Contract Documents. CONTRACTOR shall furnish personnel to assist ENGINEER in checking lines and grades."

SC-4.06 Delete the term “Supplementary Conditions” in paragraph 4.06A of the General Conditions and replace it with “Contract Documents”.

Add the following sentences at the end of paragraph 4.06A of the General Conditions:

"...Contract Documents. Responsibilities of the CONTRACTOR with regard to removal and disposal of hazardous materials and substances on the project are described in detail in these Contract Documents. The CONTRACTOR, who may act as OWNER'S agent, and all SUBCONTRACTORS are responsible to transport all hazardous materials and to handle and dispose of all such material in accordance with local, state and federal regulations and will ensure proper material disposal at a facility licensed to receive such material."

ARTICLE 5 - BONDS AND INSURANCE

ADD the following prior to paragraph 5.01 of the General Conditions:

NOTICE TO CONTRACTOR:

1. Proof of Insurance coverage shall be furnished to the OWNER in accordance with the schedule for submittal of Bonds and Agreements.
2. Additionally refer to Article 2. PRELIMINARY MATTERS, Paragraph SC-2.05.C

SC-5.01            Insert these sentences following SC-5.01.A: The Surety Company providing the bonds shall have a rating of A or better within the Best Key Rating Guide and be licensed by the New York Department of Financial Services. The CONTRACTOR shall pay the premiums for such Bonds.

SC-5.03.A        Delete the second sentence in paragraph 5.03A of the General Conditions, which begins "OWNER shall deliver to...."

CONTRACTOR'S Liability Insurance

SC-5.04.A        Delete sub-paragraph 5.04.A of the General Conditions and insert the following paragraph SC-5.04.A in its place.

SC-5.04.A        This Contract shall be void and of no effect unless the CONTRACTOR shall secure and deliver certificates of insurance dated prior to the date of the signing of the Agreement, and CONTRACTOR shall maintain such insurance policies as will protect himself, his subcontractors and unless specified otherwise, the OWNER, its agents, servants and employees and the ENGINEER as additional named insured, from any and all claims for Bodily Injuries, Death or Property Damage which may arise from operations under this Contract whether such operations be by himself or by any subcontractor or anyone employed by him directly or indirectly, or any other party who may be injured, claim injuries or die. The policies shall be secured from a company which is satisfactory to the OWNER and licensed to issue such policies in the State of New York. All such policies shall contain an unequivocal statement that 30 days written Notice of Cancellation shall be given to the OWNER prior to the cancellation of any policy. Insurance required by this paragraph shall provide protection from claims set forth below.

The following insurance policies are required:

1. Worker's Compensation Statutory Requirements  
.....
2. General Liability
 

General Aggregate.....	\$2,000,000
Products-Completed Operations Aggregate .....	\$2,000,000
Personal and Advertising Injury (per person/organization) ..	\$1,000,000

Each Occurrence (bodily injury and property damage) .....\$1,000,000

The Contractor shall be insured for claims arising from pollution conditions either as an endorsement to the commercial general liability insurance policy or by providing a separate Contractors Pollution Liability insurance policy for limits of at least:

\$2,000,000 each occurrence and \$2,000,000 in the aggregate

Automobile Liability

Combined Single Limit (bodily injury).....\$1,000,000

Combined Single Limit (property damage).....\$1,000,000

Such policies to insure:

- a. CONTRACTOR'S Public Liability and Property Damage, including explosion, collapse & underground hazards.
  - b. CONTRACTOR'S Protective Liability & Property Damage
  - c. Completed Operations Liability & Property Damage.
  - d. Contractual Public Liability and Property Damage.
  - e. Insuring all owned and non-owned automotive vehicles and equipment.
3. OWNER'S Protective Liability & Property Damage - The CONTRACTOR shall take out and furnish to the OWNER and maintain and pay for during the life of this contract, complete OWNER'S Protective Liability and Property Damage Insurance, protecting the OWNER, its agents, servants and employees and the ENGINEER as additional named insured, from any and all claims for personal injury, death or property damage arising out of the operations of the CONTRACTOR and his subcontractors on this job. The limits of liability shall be the same as specified under (2) above for the CONTRACTOR'S Public Liability and Property Damage Insurance.
4. Fire Insurance - In addition to such fire insurance as the CONTRACTOR elects to carry for his own protection, he shall secure and maintain in the name of the OWNER policies upon such structures and materials and in such amounts as shall be designated herein:
- Equal to the amount of the Contract Value.
5. The original OWNER'S Protective Liability and Property Damage insurance policy and certificates and/or copies of policies of such insurance specified above shall be furnished to the OWNER.
6. Indemnity-The CONTRACTOR and his insurance carrier and sureties shall defend, indemnify and save harmless the OWNER and all its officers, agents and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries, death or damages received or sustained by any person or persons or property, on account of any negligent act or fault of CONTRACTOR, subcontractor,

his agents or employees in the execution of said contract; or on account of the failure of the CONTRACTOR or sub-contractor to provide necessary barricades, warning lights or signs or on failure to comply with Labor Law 200, 240 and 241 and Article 10 of the Labor Law and the regulations of O.S.H.A. and New York Code of Rules and Regulations as may apply to the work under this contract; and will be required to pay any judgment, with costs, which may be obtained against the OWNER growing out of such injury or damage.

SC-5.04.B Revise the beginning of paragraph 5.04.B.1 to read as follows:

“with respect to insurance required by paragraphs 5.04.A.2 through 5.04.A.5 inclusive and paragraph 5.04.C, include as additional insureds...”

SC-5.04.B5 Delete paragraph 5.04.B.5 in its entirety and insert the following in its place:

“5. Contains a provision that notice of cancellation of insurance be delivered in accordance with policy provisions. In addition, the CONTRACTOR and/or its insurance broker/agent shall immediately notify the OWNER and ENGINEER should any insurance coverage be cancelled. The CONTRACTOR shall immediately stop work on the Project and shall not resume work until the CONTRACTOR provides evidence, to the OWNER and ENGINEER, in the form of an acceptable insurance certificate, of new insurance coverage that replaces all cancelled coverage that is required for the Project.”

SC-5.04.B Add two new paragraphs immediately after paragraph 5.04B of the General Conditions which are to read as follows:

SC-5.04.C The CONTRACTOR shall also provide:

1. CONTRACTOR shall, as a minimum, purchase and maintain excess liability insurance in the umbrella form with a combined single limit of not less than \$5,000,000 per occurrence and in the aggregate. Evidence of such excess liability shall be delivered to OWNER in accordance with paragraph 2.05C in the form of a certificate indicating the policy numbers and limits of liability of all underlying insurance.
  - A. General Liability, Workers' Compensation, Automobile Liability and Umbrella Liability Policies will contain waivers of subrogation in favor of the Engineer and Owner.
2. If the aggregate limits of liability indicated in CONTRACTOR' insurance provided in accordance with paragraphs 5.03 and 5.04 are not sufficient to cover all claims for damages arising from his operations under this Contract and from any other work performed by him or if the commercial general liability insurance policy of insurance does not provide that the general aggregate limits apply on a per project and per location basis, CONTRACTOR shall have the policy amended so that the aggregate

limits of liability required by this Contract will be available to cover all claims for damages due to operations under this Contract."

- SC-5.05 Delete paragraph 5.05 of the General Conditions in its entirety.
- SC-5.06 Delete Paragraph 5.06 A of the General Conditions in its entirety and insert the following in its place:
- "A. CONTRACTOR shall purchase and maintain, until final payment, property insurance upon the Work at the site in an amount equal to the total bid price for the completed construction. This insurance shall include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER and ENGINEER'S consultants in the Work, shall insure against the perils of fire and extended coverage, shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). This insurance shall be provided on the completed value form. If not covered under the "all risk" insurance or otherwise provided in these Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment." A \$20,000 deductible shall be acceptable. Any other deductible amount shall be approved in advance by the OWNER and any deductible amount shall be borne by the CONTRACTOR. All risk coverage will contain a waiver of subrogation in favor of the Engineer and Owner.
- SC-5.06B Delete paragraph 5.06B of the General Conditions in its entirety.
- SC-5.06D Delete paragraph 5.06D of the General Conditions in its entirety.
- SC-5.06E Delete paragraph 5.06E of the General Conditions in its entirety.
- SC-5.07 Amend the last sentence of paragraph 5.07A of the General Conditions by striking out the words "held by OWNER as trustee or." As so amended, paragraph 5.07A remains in effect.
- SC-5.08 Delete paragraph 5.08A of the General Conditions in its entirety.  
Delete paragraph 5.08B of the General Conditions in its entirety.

SC-5.09 Delete paragraph 5.09A of the General Conditions in its entirety and insert the following in its place:

A. If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with this Article 5 on the basis of its not complying with the Contract Documents, OWNER will notify CONTRACTOR in writing thereof within thirty days of the date of delivery of such certificates to OWNER in accordance with paragraph 2.05C. CONTRACTOR will provide such additional information in respect of insurance provided by him as OWNER may reasonably request."

## ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

### Labor Preference and Wage Rates

SC-6.01.B Delete paragraph 6.01B of the General Conditions in its entirety and replace with the following:

"B. At the site of the Work the CONTRACTOR shall employ a full-time construction superintendent or foreman who shall have full authority to act for the CONTRACTOR. It is understood that such representative shall be acceptable to the ENGINEER and shall be one who will be continued in the capacity for the particular job involved unless the representative ceases to be on the CONTRACTOR's payroll. If at any time during the Work the representative is deemed by the ENGINEER to be no longer acceptable, the representative shall be promptly replaced by the CONTRACTOR. All communications to the superintendent or foreman shall be as binding as if given to the CONTRACTOR."

SC-6.02 Add the following new paragraph SC-6.02.C to paragraph 6.02 of the General Conditions.

SC-6.02.C Labor Preferences and Wage Rates

1. The standard pages included in Section 00 73 10 are a part of these Contract Documents.

### Substitutes and "Or-Equals"

SC-6.05 In paragraph 6.05 of the General Conditions, the word "equivalent" is substituted for the word "equal".

SC-6.05.F Add the following language at the end of subparagraph 6.05.F of the General Conditions.

In order to aid the ENGINEER in determining the equivalency of a proposed

'or equivalent' or substitute item (when compared to the item actually specified), the CONTRACTOR shall arrange for the performance of any tests requested by the ENGINEER. The nature, extent, tester and supervision of such tests including engineering costs, shall be borne by the CONTRACTOR. Certified test results shall be mailed directly to the ENGINEER for all tests requested.

Wherever in the plans and specifications any item of equipment or material is designated by reference to one particular brand, manufacturer, or trade name, it is understood that an approved equivalent product acceptable to the Engineer may be substituted by the CONTRACTOR, unless otherwise noted, upon CONTRACTOR's demonstration of equivalence to Engineer's satisfaction.

Wherever in the plans and specifications any item of equipment or material is designated by reference to three particular brands, manufacturer, or trade names, it is understood that no other brand, manufacturer, or trade name may be substituted by the bidder or Contractor.

#### Statutory Contract Requirements

SC-6.06. Add the following new paragraph SC-6.06.H to paragraph 6.06 of the General Conditions.

SC-6.06.H The CONTRACTOR is responsible for adhering to the various requirements of federal, state and local agencies included herein.

1. New York State Labor Department
  - a. Contract Requirements,
  - b. Prevailing Wage Rate requirements.

#### Safety and Protection

SC-6.13 Add the following new paragraph SC-6.13.C to paragraph 6.13 of the General Conditions.

SC-6.13.C In the event the CONTRACTOR encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the CONTRACTOR shall immediately stop Work in the area affected and report the condition to the OWNER and ENGINEER in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the OWNER and CONTRACTOR if in fact the material is asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the OWNER and CONTRACTOR, or in accordance with final determination by the ENGINEER on which arbitration has not been demanded, or by arbitration under Article 16.



## Shop Drawings and Samples

- SC-6.17.A In paragraph 6.17.A, delete the words "...and approval..." and add the following words to the end of the paragraph: "When Shop Drawings based on field measurements are submitted for review, the field measurements made by the CONTRACTOR shall be indicated on the Shop Drawings for the ENGINEER'S use during review."
- SC-6.17.B In paragraph 6.17.B, delete the words "...and approval..."
- SC-6.17.C In paragraph 6.17.C, delete the words "...and approval..."
- SC-6.17.D In paragraph 6.17.D delete all occurrences of the words "...and approve..." and "...and approval...". Delete the words "...given written approval of..." and insert the words "...not taken exception to...". In the third line from the end of the subparagraph, substitute the word "review" for the word "approval".
- SC-6.17.E In paragraph 6.17.E, delete the word "...timely...".  
In paragraph 6.17.E, delete the words "...and approval..."

## Contractor's General Warranty and Guarantee

- SC-6.19 Add the following new paragraphs SC-6.19.C, SC-6.19.D and SC-6.19.E to paragraph 6.19 of the General Conditions.
- SC-6.19.C These provisions for CONTRACTOR's General Warranty and Guarantee shall commence on the date ENGINEER certifies CONTRACTOR's application for Final Payment and shall terminate on the one year anniversary of that certification.
- SC-6.19.D The CONTRACTOR, at the convenience of the OWNER, shall remove, replace and/or repair at its own cost and expense any defects in workmanship, materials, ratings, capacities or characteristics occurring in or to the Work covered by the Contract within the period provided in paragraph SC-6.19.C and the CONTRACTOR, upon demand, shall pay for all damage to all other work resulting from such defects and all expenses necessary to remove, replace and/or repair such other work which may be damaged in removing, replacing or repairing the said defects. The obligations of the CONTRACTOR under the provisions of this paragraph or any other guarantee provisions of the Contract Documents are not limited to the monies retained by the OWNER under the Contract.
- SC-6.19.E Unless such removal, replacement and/or repair shall be performed by the CONTRACTOR within ten (10) working days after it receives written notice from the OWNER specifying such defect, or if such defect is of such a nature that it cannot be completely removed, repaired and/or replaced within said ten (10) day period and the CONTRACTOR shall not have diligently commenced removing, repairing and/or replacing such defect within said ten (10) day

period and shall not thereafter with reasonable diligence and in good faith proceed to do such work, the OWNER may employ such other person, firm or corporation as it may choose to perform such removal, replacement and/or repair and the CONTRACTOR agrees, upon demand, to pay to the OWNER all amounts which it expends for such work.

## Indemnification

SC-6.20 Delete paragraph 6.20A of the General Conditions in its entirety and replace with the following:

"A. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the OWNER, the ENGINEER, ENGINEER's consultants, and any of their officers, directors, employees, agents, affiliates, subsidiaries and partners from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the 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) including loss of use resulting therefrom, but only to the extent caused in whole or in part by 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 apply to any such claims, damages, losses and expenses which arise and/or are incurred by any person or entity either during the performance of the Work and/or after completion of construction. Nothing in this paragraph shall be construed to negate, abridge, or reduce other rights or obligations of indemnity or contribution which would otherwise exist as to a party or person indemnified hereunder. CONTRACTOR hereby assumes the responsibility and liability for injury to or death of any and all persons, including the CONTRACTOR's employees, and for any and all damage to property caused by, resulting from, or arising out of any act, omission or neglect on the part of the CONTRACTOR, or of any Subcontractor or of anyone directly or indirectly employed by any of them or of anyone for whose acts, any of them may be liable. The Contractor hereby acknowledges its obligation under the foregoing paragraph to indemnify the Engineer and Owner against judgments suffered because of the contractor's work and to assume the cost of defending the Engineer and Owner against claims as described in the foregoing paragraph."

SC-6.20.C Delete paragraph 6.20C of the General Conditions in its entirety.

SC-6.21 Add the following paragraph 6.21 to Article 6 of the General Conditions.

SC-6.21 Night Work

- A. Work after dark will not be permitted except under extreme emergency, or only under special directions. The placing of concrete shall be started early enough in the daylight hours to ensure completion of the section under construction before dark.

SC-6.22 Add the following paragraph 6.22 to Article 6 of the General Conditions.

SC-6.22 Weather Conditions

- A. No work shall be done when the weather is unsuitable. The Contractor shall take necessary precautions (in the event of impending storms or floods) to protect all work, materials or equipment from damage or deterioration due to floods, driving rain, or wind and snow storms. The Owner reserves the right, through the opinion of the Engineer, to order that additional protective measures over and beyond those proposed by the Contractor be taken to safeguard all components of the project. The Contractor shall not claim any compensation from the Owner for damage to the work from weather elements.
- B. The mixing and placing of concrete or pavement courses, the laying of masonry, and installation of sewers and water mains shall be stopped during rain storms; all freshly placed concrete shall be protected by canvas or other suitable covering in such manner as to prevent running water from coming in contact with it. Sufficient coverings shall be provided and kept ready at hand for this purpose. The limitations and requirements for mixing and placing concrete or laying of masonry, in cold weather shall be as described elsewhere in these specifications.

SC-6.23 Add the following paragraph 6.23 to Article 6 of the General Conditions.

SC-6.23 Fire Protection

- A. The Contractor shall take all necessary precautions to prevent fires at or adjacent to the work and to his building, and he shall provide adequate facilities for extinguishing fires. No burning of trash or debris will be permitted.
- B. When fire or explosion hazards are created or exist in the vicinity of the work as a result of the locations of gas mains, fuel tanks, gas tanks, or similar hazardous utilities or devices, the Contractor shall immediately alert the local fire marshal, the Engineer, and the Owner of such utility, tank, or device. The Contractor shall exercise all safety precautions and shall comply with all instructions issued by the fire marshal, and shall cooperate with the owner of the utility, tank or device to prevent the occurrence of fire or explosion.

SC-6.24 Add the following paragraph SC-6.24 to Article 6 of the General Conditions.

SC-6.24 Remedy Damage

- A. The CONTRACTOR shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to, a) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the CONTRACTOR or the Contractor's Subcontractors or Sub-subcontractors, and, b) 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, 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 a) and b) above, except damage or loss attributable to acts or omissions of the OWNER or ENGINEER 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 Paragraph 6.20.

SC-6.25 Add the following paragraph SC-6.25 to Article 6 of the General Conditions.

SC-6.25 Uncovering of Work

- A. If a portion of the Work is covered contrary to the ENGINEER's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the ENGINEER, be uncovered for the ENGINEER's observation and be replaced at the CONTRACTOR's expense without change in the Contract Time.
- B. If a portion of the Work has been covered which the ENGINEER has not specifically requested to observe prior to its being covered, the ENGINEER may request to see such Work and it shall be uncovered by the CONTRACTOR. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the OWNER. If such Work is not in accordance with the Contract Documents, the CONTRACTOR shall pay such costs unless the condition was caused by the OWNER or a separate contractor in which event the OWNER shall be responsible for payment of such costs.

SC-6.26 Add the following paragraph SC-6.26 to Article 6 of the General Conditions.

SC-6.26 Correction of Work

- A. The CONTRACTOR shall promptly correct Work rejected by the

ENGINEER or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The CONTRACTOR shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the ENGINEER's services and expenses made necessary thereby.

- B. If, within the period specified in SC-6.19.C or designated portion thereof, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the CONTRACTOR shall correct it promptly after receipt of written notice from the OWNER to do so unless the OWNER has previously given the CONTRACTOR a written acceptance of such condition. This period 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 performance of the Work. This obligation under this paragraph SC-6.24 shall survive acceptance of the Work under the Contract and termination of the Contract. The OWNER shall give notice promptly after discovery of the condition.
- C. The CONTRACTOR shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the CONTRACTOR nor accepted by the OWNER.
- D. If the CONTRACTOR fails to correct nonconforming Work within a reasonable time, the OWNER may correct it in accordance with Paragraph SC-6.24.4. If the CONTRACTOR does not proceed with correction of such non-conforming Work within a reasonable time fixed by written notice from the ENGINEER, the OWNER may remove it and store the salvable materials or equipment at the CONTRACTOR's expense. If the CONTRACTOR does not pay costs of such removal and storage within ten days after written notice, the OWNER may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the CONTRACTOR, including compensation for the ENGINEER's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the CONTRACTOR should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the CONTRACTOR are not sufficient to cover such amount, the CONTRACTOR shall pay the difference to the OWNER.
- E. The CONTRACTOR shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the OWNER or separate contractors caused by the CONTRACTOR's correction or removal of Work which is not in accordance with the

requirements of the Contract Documents.

- F. Nothing contained in this Paragraph SC-6.24 shall be construed to establish a period of limitation with respect to other obligations which the CONTRACTOR might have under the Contract Documents. Establishment of the time period described in Paragraph SC-6.19.C 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.

ARTICLE 7 - OTHER WORK

SC-7.01 Related Work at Site

SC-7.01.A.3 Add the following subparagraphs SC-7.01.A.3 to paragraph 7.01 of the General Conditions.

SC-7.01.A.3 3. OWNER will let the following prime contracts which include the same Standard General Conditions and Supplementary Conditions.

CONTRACT No. 1 – CONSTRUCTION OF FIRST RESPONDERS MEMORIAL AND HARRIS ROAD PLAZA IMPROVEMENTS

SC-7.02 Coordination

SC-7.02.B Replace the word “sole” in paragraph 7.02 of the General Conditions with the word “limited”.

SC-7.02.C Add the following paragraph SC-7.02.C to paragraph 7.02 of the General Conditions.

SC-7.02.C C. The ENGINEER, on behalf of the OWNER, shall have authority and responsibility for coordination under Article 7 subject to the following:

1. ENGINEER shall furnish CONTRACTOR with such information as is available to ENGINEER concerning the work of other entities related to the Project at the site.
2. ENGINEER shall attempt to facilitate coordination between CONTRACTOR and other entities performing work related to the Project at the Site subject to subparagraph SC-7.02.C.3.
3. Neither the OWNER nor the ENGINEER shall have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures of, or the failure to

voluntarily coordinate by other entities performing work related to the Project at the Site.

4. The CONTRACTOR and such other contractors shall coordinate their work with each other, arrange the sequence of their work to conform with the progressive operation of all the work covered by such contracts and afford each other reasonable opportunities for the introduction and storage of their materials, supplies and equipment and the execution of their work. If the CONTRACTOR or such other contractors contend that their work or the progress thereof is being interfered with by the acts or omissions of the other or others or that there is a failure to coordinate or properly arrange the sequence of the work on the part of the CONTRACTOR or such other contractors, they shall, within five (5) working days of the commencement of such interference or failure of coordination or failure to perform work in proper sequence, give written notification to the OWNER and the ENGINEER of such contention. Upon receipt of such notification or on its own initiative, the ENGINEER shall investigate the situation and issue such instructions to the CONTRACTOR or such other contractors with respect thereto as it may deem proper. The ENGINEER shall determine the rights of the CONTRACTOR and of such other contractors and the sequence of work necessary to expedite the completion of all work covered by this Contract in relation to the work covered by said other contracts.
5. The CONTRACTOR agrees that it has and will make no claim for damages against the OWNER by reason of any act or omission to act by any other contractor or in connection with the OWNER'S acts or omissions to act in connection with such other contractor, but the CONTRACTOR shall have a right to recover such damages from the other contractors under a provision similar to the following provision which has been or will be inserted in the Contract with such other contractors.
6. Should any other contractor, having or who shall hereafter have a contract with the OWNER relating to the Project or in connection with the work on sites adjoining or adjacent to that on which the work covered by this Contract is to be performed, sustain any damage, during the progress of the work hereunder, through any act or omission of the CONTRACTOR, the CONTRACTOR agrees to reimburse such other contractor for all such damages and it further agrees to indemnify and save harmless the OWNER and ENGINEER from all claims for such damages.

## ARTICLE 8 - OWNER'S RESPONSIBILITIES

### Construction by OWNER or by Separate Contractors

SC-8.02.A Delete the phrase “to whom the CONTRACTOR makes no reasonable objection.”

SC-8.06.A Delete paragraph 8.06A of the General Conditions in its entirety.

SC-8.09.A Insert the following after the first sentence:  
“However, the OWNER shall have the right to direct the CONTRACTOR to perform the Work according to any sequence schedule set forth in the Contract Documents or established pursuant thereto.”

SC-8.12 Add the following SC-8.12 to Article 8 of the General Conditions.

SC-8.12 Construction by Owner or by Separate Contractors

A. Right to Perform Construction and to Award Separate Contracts

1. The OWNER reserves the right to perform construction or operations related to the Project with the OWNER’S own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the CONTRACTOR claims that delay or additional cost is involved because of such action by the OWNER, the CONTRACTOR shall make such Claim as provided elsewhere in the Contract Documents.
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.
3. The OWNER shall provide for coordination of the activities of the OWNER’S own forces with the Work of the CONTRACTOR, who shall cooperate with the OWNER. The CONTRACTOR shall participate with other separate contractors and the OWNER in reviewing their construction schedules when directed to do so. The CONTRACTOR shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The Construction schedules shall then constitute the schedules to be used by the CONTRACTOR, separate contractors and the OWNER until subsequently revised.



4. Unless otherwise provided in the Contract Documents, when the OWNER performs construction or operations related to the Project with the OWNER's own forces, the OWNER shall be deemed to be subject to the same obligations and to have the same rights which apply to the CONTRACTOR under the Conditions of the Contract.

B. Mutual Responsibility

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.
2. If part of the CONTRACTOR's Work depends for proper execution or results upon construction or operations by the OWNER or a separate contractor, the CONTRACTOR shall, prior to proceeding with that portion of the Work, promptly report to the ENGINEER apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the CONTRACTOR so to report shall constitute an acknowledgment that the OWNER's or separate contractors' completed or partially completed construction is fit and proper to receive the CONTRACTOR's Work, except as to defects not then reasonably discoverable.
3. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefore.
4. The CONTRACTOR shall promptly remedy damage wrongfully caused by the CONTRACTOR to completed or partially completed construction or to property of the OWNER or separate contractors as provided in paragraph SC-6.13.D.
5. Claims and other disputes and matters in question between the Contractor and a separate contractor shall be subject to the provisions of paragraph SC-7.02.C.
6. The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor.

C. Owner's Right to Clean Up

1. 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 allocate the cost among those responsible as the

ENGINEER determines to be just.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

OWNER'S Representative

SC-9.01 Add a new paragraph 9.01B after paragraph 9.01A of the General Conditions, which is to read as follows:

SC-9.01.B B. Nothing contained in the Contract Documents shall be construed to create a contractual relationship of any kind (1) between the ENGINEER and CONTRACTOR, (2) between the OWNER and a Subcontractor or Subcontractors, or (3) between any person or entities other than the OWNER and CONTRACTOR. The ENGINEER shall, however, be entitled to performance and enforcement of obligations under the CONTRACT DOCUMENTS intended to facilitate performance of the ENGINEER'S duties.

Project Representative

SC-9.03 Add the following paragraphs SC-9.03.B through SC-9.03.E to paragraph 9.03 of the General Conditions.

SC-9.03.B B. ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the Work of the Contractor. Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR, and assistants, ENGINEER, shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents. The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and further limited and described as follows.

SC-9.03.C C. RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

SC-9.03.D.

D. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conference and Meetings: Attend meetings with CONTRACTOR, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
  - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
  - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples:
  - a. Record date of receipt of Shop Drawings and samples.
  - b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination
  - c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
  - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for

- observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record and results of these inspections and report to ENGINEER.
6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. Modifications: Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. Records:
- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
  - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
  - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers and materials and equipment.
9. Reports:

- a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
  - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
  - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
  - d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
10. Payment Requests: Review of applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
11. Certificates, Maintenance and Operation Manuals. During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
12. Completion:
- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
  - b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
  - c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

E. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

SC-9.10.B Insert the following after the first sentence on paragraph 9.10B:

“However, the ENGINEER shall have the right to direct the CONTRACTOR to perform the Work according to any sequence schedule set forth in the Contract Documents or established pursuant thereto.”

SC-9.11 Add the following Paragraph SC-9.11 to Article 9 of the General Conditions:

SC-9.11 CONTRACTOR'S Relationship with ENGINEER

- A. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the ENGINEER and CONTRACTOR, (2) between the OWNER and a Subcontractor or Sub-subcontractor or (3) between any persons or entities other than the OWNER and CONTRACTOR. The ENGINEER shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the ENGINEER'S

duties.

- B. The CONTRACTOR shall carefully study and compare the Contract Documents with each other and with information furnished by the OWNER pursuant to Paragraph 8.05 and shall at once report to the ENGINEER errors, inconsistencies or omissions discovered. The CONTRACTOR shall not be liable to the OWNER or ENGINEER for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the CONTRACTOR recognized such error, inconsistency or omission and knowingly failed to report it to the ENGINEER. If the CONTRACTOR performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the ENGINEER, the CONTRACTOR shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

#### ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

##### Notification to Surety

SC-10.04. A Add the following language to the end of sub-paragraph 10.04.A of the General Conditions.

“Similarly, if CONTRACTOR has purchased the Property Insurance for the project, such insurance shall also be adjusted and proof of adjustment submitted to OWNER.”

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

##### Change of Contract Price

SC-12.01.B Delete paragraph 12.01.B of the General Conditions in its entirety and insert the following paragraph SC-12.01.B.

- SC-12.01.B B. The value of any Work covered by a Change Order or any claim for an increase or decrease in the Contract Price shall be determined by one of the following methods:
1. By application of unit prices specifically named in the Contract Documents to the quantities of the items involved.
  2. By mutual acceptance of agreed lump sum or unit prices, based on estimated cost plus overhead and profit as applicable.
  3. By estimate of the actual cost of labor and materials plus overhead and profit, cost to be determined as the Work progresses.
  4. By actual cost of labor and materials plus overhead and profit, cost to be determined as the Work progresses.

5. By estimate of the value as deductible from the approved schedule of values.

SC-12.01.C Delete paragraph 12.01.C of the General Conditions in its entirety and insert the following paragraph SC-12.01.C.

SC-12.01.C C. Regardless of the method used to determine the value of any change, the CONTRACTOR will be required to submit evidence satisfactory to the ENGINEER to substantiate each and every item that constitutes his proposal of the value of the change. The amounts allowed for overhead and profit shall not exceed the applicable percentages as established in the two following subparagraphs:

1. If the Work is done directly by the CONTRACTOR, overhead in an amount of 10 percent may be added if method SC-12.01.B (2), (3) or (4) is used, and to the cost of the labor and materials plus overhead there may be added 10 percent for profit. The percentages for overhead and profit may vary according to the nature, extent and complexity of the Work involved, but in no case shall exceed the percentages set forth in this paragraph.

SC-12.01.D Add the following new paragraph SC-12.01.D to paragraph 12.01 of the General Conditions.

SC-12.01.D D. In computing the value of a Change Order which involves additions and deductions of Work and the added Work exceeds the omitted Work, overhead and profit shall be computed on the amount by which the cost of additional labor and material exceeds the cost of the omitted labor and material, (except no additional overhead and profit shall be allowed on value of Work determined by method SC-12.01.B(1).

SC-12.01.E Add the following new paragraph SC-12.01.E to paragraph 12.01 of the General Conditions.

SC-12.01.E E. The CONTRACTOR may retain overhead and profit on a Change Order which involves deductions only (except that no overhead and profit shall be considered on value of Work determined by method SC-12.01.B(1).

1. If the Work is done by a Subcontractor, subcontractor's overhead in the amount of 5 percent may be added to cost of labor and materials if method SC-12.01.B (2), (3) or (4) is used and to the cost of labor and materials plus overhead there may be added 10 percent for the subcontractor's profit. To this amount there may be added 10 percent for the CONTRACTOR'S combined overhead and profit.



SC-12.03.A.1 Add the following language to paragraph 12.03.A.1 of the General Conditions.

1. 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 and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

SC-12.03.C.1 Delete existing language and add the following language to paragraph 12.03.C.1 of the General Conditions.

1. The CONTRACTOR expressly covenants and agrees that in undertaking to complete the work within the time mentioned, he has taken into consideration and made allowance for all of the ordinary delays and hindrances incident to such work, whether growing out of delays in securing materials, or workmen, or otherwise. The time allowed in this contract for the completion of the work is considered sufficient for such completion by a CONTRACTOR having the necessary plant, capital and experience unless extraordinary and impossible conditions supervene, and it is agreed to by the contracting parties.

SC-12.06 Add the following new paragraphs after paragraph 12.06 of the General Conditions:

SC-12.07 Liquidated Damages:

- A. If the CONTRACTOR shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the OWNER, then the CONTRACTOR does hereby agree, as a part consideration for the awarding of this Contract, to pay to the OWNER the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contract shall be in default after the time stipulated in the Contract for completing the work. Such damages may be retained from time to time by the OWNER from progress payments or any amounts owing to the CONTRACTOR, or otherwise collected.
- B. The said amount is fixed and agreed upon by and between the CONTRACTOR and the OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER would in such event sustain, and said amount is agreed to be the amount of damages which the OWNER would sustain and said amount shall be retained from time to time by the OWNER from current periodical estimates.
- C. It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein as definite and certain

length of times if fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided that the CONTRACTOR shall not be charged with liquidated damages of any excess cost when the OWNER determines that the CONTRACTOR is without fault and the CONTRACTOR's reasons for the time extension are acceptable to the OWNER; Provided, further, that the CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

1. to any preference, priority or allocation order duly issued by the Government;
  2. to unforeseeable cause beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
  3. to any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections C (1) and C (2) above;
- D. Provided, further, that the CONTRACTOR shall, within thirty (30) days from the beginning of such delay, unless the OWNER shall grant a further period of time prior to the date of final settlement of the Contract, notify the OWNER, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the CONTRACTOR within a reasonable time of its decision in the matter."

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

### Tests and Inspections

SC-13.07.A Delete paragraph 13.07A of the General Conditions and insert the following in its place:

- A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions:
  - (i) correct such defective work, or, if it has been rejected by OWNER, remove it from the site and replace it with work that is not defective, and
  - (ii) satisfactorily correct or remove and replace any damage to other

work or the work of others therefrom. If CONTRACTOR does not begin the repairs within ten (10) days of receipt of written notification and promptly comply with the terms of OWNER's written instructions, or in an emergency where delay would cause serious risk, loss or damage, OWNER may have the defective work corrected or the rejected work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

SC-13.09.A      Revise paragraph 13.09A of the General Conditions:

A.    Delete the word “seven” and replace it with the word “ten” so that it reads “after ten days written notice to CONTRACTOR.”

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

##### Schedule of Values

SC-14.01      Add subparagraphs 14.01.B, C to paragraph 14.01 of the General Conditions.

SC-14.01.B    The basis of payment for a lump sum contract shall include all provisions of the Agreement between Owner and Contractor on the Basis of a Stipulated Price, Standard General Conditions of the Construction Contract, Supplementary Conditions, and technical specifications, with the following exceptions.

SC-14.01.C    The Contractor for a lump sum contract shall submit a detailed Schedule of Values to the Engineer, for payment purposes, prior to commencing construction. The Schedule of Values shall include, but not be limited to, the following:

#### **CONTRACT No 1 – CONSTRUCTION OF FIRST RESPONDERS MEMORIAL AND HARRIS ROAD PLAZA IMPROVEMENTS**

Mobilization  
Demobilization  
Project Management  
*Contractor to add appropriate line items*  
Startup and Testing  
Operations and Maintenance Manuals  
Closeout

Applications for Payments

SC-14.02.A.1 Add the following language at the end of subparagraph 14.02.A.1 of the General Conditions:

1. By signing the Application and Certificate for Payment, the CONTRACTOR certifies that all items, units, quantities, and prices of Work and material in the application are correct, that all Work has been performed and materials supplied in full accordance with the contract, and that the CONTRACTOR has no claims for damages, losses or expense against the OWNER for compensation in addition to that provided for in the application except such claims for change of contract price as the CONTRACTOR has filed with the ENGINEER and OWNER in writing prior to the date of his certifying the application.

SC-14.02.A.2 Add the following language to subparagraph 14.02.A.2 of the General Conditions.

2. The OWNER may retain from any amount at any time due the CONTRACTOR hereunder such sum or sums as shall be necessary to meet the lawful claims of the persons aforesaid until the CONTRACTOR has furnished OWNER with evidence that such claims have been fully discharged or so satisfactorily secured, it being understood and agreed, however, that the OWNER hereby assumes no obligation toward such claimants, nor in any way undertakes to pay such claims out of its own funds. However, the OWNER may pay such claims and apply thereto any monies retained under this Contract.

SC-14.02.A.4 Add the following subparagraph SC-14.02-A.4 to paragraph 14.02 of the General Conditions.

SC-14.02.A.4 CONTRACTOR's applications for Progress Payments shall be made utilizing standard forms published by the American Institute of Architects (AIA) as follows:

- A. G702, Application and Certificate for Payment, and
- B. G703, Continuation Sheet for G702 for lump sum contracts.

#### Review of Applications

SC-14.02.B.4 Add the following language to the end of subparagraph 14.02.B.4 of the General Conditions.

4. No certificate given or payments made under this Contract, except the final certificate or final payment, shall be evidence of the performance of the Contract, either wholly or in part, and no payment shall be construed to be an acceptance of defective work or improper materials. No act of the OWNER or of the ENGINEER, or of any representative of either of them in connection with the work, nor any extension of time for completion of the work shall be regarded or taken as an acceptance

of such work, or any part thereof, or of materials used therein or therefore, either wholly or in part, but such acceptance shall be evidenced only by the final certificate of the ENGINEER. Before any final certificate shall be allowed, the CONTRACTOR shall be required, and he hereby agrees to sign and attest in said certificate, a statement that he accepts the same in full payment and settlement of all claims on account of work done and materials provided or labor performed, and that such claims have been paid and satisfied in full. Any remedy provided herein shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided, or arising by operation of law.

SC-14.02.B.5(d) Add the following language to the end of subparagraph 14.02.B.5(d) of the General Conditions.

“...or because of CONTRACTOR'S failure to submit certifications, affidavits, schedules, or other written information when and as required in the Contract Documents, or CONTRACTOR'S failure to submit shop drawings in accordance with the shop drawing schedule.”

SC-14.02.B.5 Add the following new subparagraph SC-14.02.B.5(e) to paragraph 14.02.B.5 of the General Conditions.

SC-14.02.B.5(e) (e) Liability for engineering changes due to CONTRACTOR delay has been incurred by the OWNER.

#### Final Payment

SC-14.07.A.1 Add the following language to subparagraph 14.07.A.1 of the General Conditions.

The application shall be made on forms acceptable to the ENGINEER. By signing the application and certificate for payment, the CONTRACTOR certifies that the total cost of the Work and the amount due the CONTRACTOR for payment is full compensation for all Work done under the terms of the Contract; that the payment is full compensation for all Work ordered to be done under Change Orders and that the payment is full compensation for all other Work done by the CONTRACTOR and for all damages, losses, and expense incurred by the CONTRACTOR for doing and furnishing everything relating to or arising out of the Work; and that the CONTRACTOR waives all right to claim or receive any further compensation in addition to that provided for in the Final Payment.

## ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

### Default of Contractor

SC-15.02.A.5 Add a new paragraph immediately after paragraph 15.02 A.4 of the General

Conditions which is to read as follows:

"5. If the Work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be sublet, without the previous written consent of OWNER, or if the contract or any claim thereunder shall be assigned by CONTRACTOR otherwise than as herein specified;"

SC-15.05 Add the following paragraph SC-15.05 to Article 15 of the General Conditions.

SC-15.05 Default of Contractor

A. In addition to those instances specifically referred to in other Sections hereof, the OWNER shall have the right to declare the CONTRACTOR in default of the whole or any part of the work if:

1. The CONTRACTOR becomes insolvent; or if
2. The CONTRACTOR makes an assignment for the benefit of creditors pursuant to the statutes of the State of New York; or if
3. A voluntary or involuntary petition in bankruptcy is filed by or against the CONTRACTOR; or if
4. A receiver or receivers are appointed to take charge of the CONTRACTOR's property or affairs; or if
5. The CONTRACTOR fails to commence Work when notified to do so by the ENGINEER; or if
6. The CONTRACTOR shall abandon the Work; or if
7. The CONTRACTOR shall refuse to proceed with the Work when and as directed by the ENGINEER; or if
8. The CONTRACTOR shall without just cause reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the OWNER, to complete the Work in accordance with the approved progress schedule, and shall fail or refuse to sufficiently increase such working force when ordered to do so by the ENGINEER; or if
9. The CONTRACTOR shall sublet, assign, transfer, convey, or otherwise dispose of the CONTRACT other than as herein specified; or if
10. The OWNER shall be of the opinion that the CONTRACTOR is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the Work, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or if

11. The OWNER shall be of the opinion that the Work cannot be completed within the time herein provided therefore or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the OWNER's opinion, attributable to conditions within the CONTRACTOR's control; or if
  12. The Work is not completed within the time herein provided therefore or within the time to which the CONTRACTOR may be entitled to have such completion extended; or if
  13. The OWNER shall be of the opinion that the CONTRACTOR is or has been willfully or in bad faith violating any of the provisions of this Contract; or if
  14. The OWNER shall be of the opinion that the CONTRACTOR is not or has not been executing the Contract in good faith and in accordance with its terms.
- B. Before the OWNER shall exercise its right to declare the CONTRACTOR in default by reason of the conditions set forth in the above items, it shall give the CONTRACTOR three (3) working days' notice of its intention to declare the CONTRACTOR in default and unless, within such three (3) day period, the CONTRACTOR shall make arrangements, satisfactory to the OWNER, to correct and/or eliminate the conditions set forth in the OWNER's aforesaid notice, the CONTRACTOR may be declared in default at the expiration of such three (3) day period or at the expiration of such longer period of time as the OWNER may determine.
- C. The right to declare in default for any of the grounds specified or referred to shall be exercised by the OWNER sending the CONTRACTOR a written notice setting forth the ground or grounds upon which such default is declared. Upon receipt of notice that it has been declared in default, the CONTRACTOR shall immediately discontinue all further operations under the Contract and shall immediately quit the site, leaving untouched all plant, materials, equipment, tools and supplies then on site.
- D. The OWNER, after declaring the CONTRACTOR in default, may then have the Work completed by such means and in such manner, by contract, with or without public letting, or otherwise, as it may deem advisable, utilizing for such purpose such of the CONTRACTOR's plant, materials, equipment, tools and supplies remaining on the site, and also such subcontractors as it may deem advisable, or it may call upon the CONTRACTOR's surety at its own expense to do so.
- E. In the event that the OWNER declares the CONTRACTOR in default of the Work or any part of the Work, the CONTRACTOR, in addition to any other liability to the OWNER hereunder or otherwise provided for

or allowed by law, shall be liable to the OWNER for any costs it incurs for additional architectural and engineering services necessary, in OWNER'S opinion, because of the default and the total amount of liquidated damages from the date when the Work should have been completed by the CONTRACTOR in accordance with the terms hereof to the date of actual completion of the Work, both of which items shall be considered as expenses incurred by the OWNER in completing the Work and the amount of which may be charged against and deducted out of such monies as would have been payable to the CONTRACTOR or its surety if the Work had been completed without a default.

- F. If the OWNER completes the Work, the ENGINEER shall issue a certificate stating the expenses incurred in such completion, including the cost of reletting. Such certificate shall be final, binding and conclusive upon the CONTRACTOR, its surety, and any person claiming under or through the CONTRACTOR, as to the amount thereof.
- G. The expense of such completion, as so certified by the ENGINEER, shall be charged against and deducted out of such monies as would have been payable to the CONTRACTOR if it had completed the Work. Should the expense of such completion, so certified by the ENGINEER, exceed the total sum which would have been payable under the Contract if the same had been completed by the CONTRACTOR, any such excess shall be paid by the CONTRACTOR to the OWNER upon demand.
- H. In the event the OWNER shall determine to complete the Work without calling upon the CONTRACTOR's surety to do so, the CONTRACTOR shall not be entitled, from and after the effective date of the declaration of the default, to receive any further payment under the Contract until the said Work shall be wholly completed and accepted by the OWNER.
- I. In case the OWNER shall declare the CONTRACTOR in default as to a part of the Work only, the CONTRACTOR shall discontinue such part, shall continue performing the remainder of the Work in strict conformity with the terms of the Contract, and shall in no way hinder or interfere with any contractors or persons whom the OWNER may engage to complete the Work as to which the CONTRACTOR was declared in default.
- J. The provisions relating to declaring the CONTRACTOR in default as to the entire Work shall be equally applicable to a declaration of partial default, except that the OWNER shall be entitled to utilize for completion of the part of the Work for which the CONTRACTOR was declared in default only such plant, materials, equipment, tools and supplies as had been previously used by the CONTRACTOR on such part.



- K. In completing the whole or any part of the Work, the ENGINEER and the OWNER shall have the power to depart from, change or vary the terms and provisions of the Contract; provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variations, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the ENGINEER's certificate of the cost of completion, nor shall it constitute a defense to any action to recover the amount by which such certificate exceeds the amount which would have been payable to the CONTRACTOR hereunder but for its default.
- L. The provisions of this Section shall be in addition to any and all other legal or equitable remedies provided by this Agreement and otherwise applicable by law.

## ARTICLE 16 - DISPUTE RESOLUTION

### Resolution of Claims and Disputes

SC-16.02 Add the following paragraph SC-16.02 to Article 16 of the General Conditions.

SC-16.02 Resolution of Claims and Disputes

- A. The ENGINEER will review Claims and take one or more of the following preliminary actions within ten days of receipt of a Claim:
  - 1. Request additional supporting data from the claimant.
  - 2. Submit a schedule to the parties indicating when the ENGINEER expects to take action.
  - 3. Reject the Claim in whole or in part, stating reasons for rejection.
  - 4. Recommend approval of the Claim by the other party or
  - 5. Suggest a compromise. The ENGINEER may also, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim.
- B. If a Claim has been resolved, the ENGINEER will prepare or obtain appropriate documentation.
- C. If a Claim has not been resolved, the party making the Claim shall, within ten days after the ENGINEER's preliminary response, take one or more of the following actions:
  - 1. Submit additional supporting data requested by the ENGINEER,
  - 2. Modify the initial Claim or,

3. Notify the ENGINEER that the initial Claim stands.
- D. If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the ENGINEER, the ENGINEER will notify the parties in writing that the ENGINEER's decision will be made within seven days, which decision shall be final and binding on the parties but subject to arbitration. Upon expiration of such time period, the ENGINEER will render to the parties the ENGINEER's written decision relative to the Claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a CONTRACTOR's default, the ENGINEER may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

Arbitration

SC-16.03 Add the following paragraph SC-16.03 to Article 16 of the General Conditions.

SC-16.03 Arbitration

- A. Controversies and Claims Subject to Arbitration. Any controversy or Claim arising out of or related to the Contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof, except controversies or Claims relating to aesthetic effect. Such controversies or Claims upon which the ENGINEER has given notice and rendered a decision as provided in paragraph SC-16.02.D shall be subject to arbitration upon written demand of either party. Arbitration may be commenced when 45 days have passed after a Claim has been referred to the ENGINEER and no decision has been rendered.
- B. Rules and Notices for Arbitration. Claims between the OWNER and CONTRACTOR not resolved under paragraph SC-16.02 shall, if subject to arbitration under paragraph SC-16.03.A, be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. Notice of demand for arbitration shall be filed in writing with the other party to the Agreement between the OWNER and CONTRACTOR and with the American Arbitration Association, and a copy shall be filed with the ENGINEER.
- C. Contract Performance During Arbitration. During arbitration proceedings, the OWNER and CONTRACTOR shall proceed diligently with performance of the Contract and the OWNER shall continue to

make payments in accordance with the Contract Documents.

- D. When Arbitration May Be Demanded. Demand for arbitration of any Claim may not be made until the earlier of:
1. the date on which the ENGINEER has rendered a final written decision on the Claim,
  2. the tenth day after the parties have presented evidence to the ENGINEER or have been given reasonable opportunity to do so, if the ENGINEER has not rendered a final decision by that date, or,
  3. any of the following five events:
    - a. the position of ENGINEER is vacant,
    - b. the ENGINEER has not received evidence or has failed to render a decision within agreed time limits,
    - c. The ENGINEER has failed to take action required under paragraph SC-16.02 within 30 days after the Claim is made,
    - d. 45 days have passed after the Claim has been referred to the ENGINEER, or
    - e. The Claim relates to a mechanic's lien.
- E. When a written decision of the ENGINEER states that (1) the decision is final but subject to arbitration and (2) a demand for arbitration of a Claim covered by such decision must be made within 30 days after the date on which the party making the demand receives the final written decision, then failure to demand arbitration within said 30 days' period shall result in the ENGINEER's decision becoming final and binding upon the OWNER and CONTRACTOR. If the ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence, but shall not supersede arbitration proceedings unless the decision is acceptable to all parties concerned.
- F. A demand for arbitration shall be made within the time limits specified in paragraphs SC-16.03.A and SC-16.03.B and paragraph SC-16.03.E as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to paragraph SC-17.07.
- G. Limitation on Consolidation or Joinder. No arbitration arising out of or relating to the Contract Documents shall include, by consolidation or joinder or in any other manner, the ENGINEER, the ENGINEER's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the ENGINEER, OWNER,

CONTRACTOR and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the OWNER, CONTRACTOR, a separate contractor as described in paragraph SC-8.12 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the OWNER, CONTRACTOR or a separate contractor as described in paragraph SC-8.12 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a dispute not described therein or with a person or entity not named or described therein. 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.

- H. Claims and Timely Assertion of Claims. A party who files 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. When a party fails to include a Claim through oversight, inadvertence of excusable neglect, or when a Claim has matured or been acquired subsequently, the arbitrator or arbitrators may permit amendment.
- I. Judgment on Final Award. 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.

## ARTICLE 17 - MISCELLANEOUS

### Commencement of Statutory Limitation Period

SC-17.08 Add the following paragraph SC-17.08 to Article 17 of the General Conditions.

SC-17.08 Commencement of Statutory Limitation Period

- A. As between the OWNER and CONTRACTOR:
  - 1. Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
  - 2. Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of

the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment;

3. After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the CONTRACTOR pursuant to any warranty provided under paragraphs 6.19 and SC-6.19, the date of any correction of the Work or failure to correct the Work by the CONTRACTOR under Paragraph SC-6.13.E, or the date of actual commission of any other act or failure to perform any duty or obligation by the CONTRACTOR or OWNER, whichever occurs last.

END OF SECTION



SECTION 00 73 10

NEW YORK STATE PREVAILING WAGE RATE SCHEDULE







Kathy Hochul, Governor

Roberta Reardon, Commissioner

City of Beacon  
Jack Grieshaber  
1 Winners Circle, Suite 130 Al  
Albany NY 12205

Schedule Year 2024 through 2025  
Date Requested 02/17/2025  
PRC# 2025001952

Location South Avenue Park  
Project ID#  
Project Type Exterior site work including fencing, athletic court improvements, pre-fabricated restroom facility, utility improvements, paving, landscaping, and associated improvements.

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

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

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

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

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

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

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

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

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

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



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

## Introduction

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

## Responsibilities of the Department of Jurisdiction

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

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

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

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

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

## Hours

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

## Wages and Supplements

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

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

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

## Payrolls and Payroll Records

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

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

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

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

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

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

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

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

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

### **Withholding of Payments**

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

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

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

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

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

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

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

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

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

## **Apprentices**

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

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

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

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

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

## **Interest and Penalties**

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

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

## **Debarment**

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

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

## **Criminal Sanctions**

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

## **Discrimination**

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

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

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

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

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

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

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

### **Workers' Compensation**

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

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

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

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

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

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

### **Unemployment Insurance**

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



Kathy Hochul, Governor

Roberta Reardon, Commissioner

City of Beacon  
Jack Grieshaber  
1 Winners Circle, Suite 130 Al  
Albany NY 12205

Schedule Year 2024 through 2025  
Date Requested 02/17/2025  
PRC# 2025001952

Location South Avenue Park  
Project ID#  
Project Type Exterior site work including fencing, athletic court improvements, pre-fabricated restroom facility, utility improvements, paving, landscaping, and associated improvements.

### Notice of Contract Award

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

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

### Contractor Information

All information must be supplied

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

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





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

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

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

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

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

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

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

### **Effective June 23, 2020**

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

(12.20)

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

**Budget Policy & Reporting Manual**

**B-610**

**Public Work Enforcement Fund**

*effective date December 7, 2005*

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**1. Purpose and Scope:**

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

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

**2. Background and Statutory References:**

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

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

**3. Procedures and Agency Responsibilities:**

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

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

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

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

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

Reports should contain the following information:

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

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

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

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



Required Notice under Article 25-B of the Labor Law

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

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

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

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

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

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

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

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

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

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

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

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

**Employer Name:**

IA 999 (09/16)





# Attention Employees

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

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

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

Chapter 629 of the Labor Laws of 2007:

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



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

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

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

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

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





## Requirements for OSHA 10 Compliance

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

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

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

Proof of completion may include but is not limited to:

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

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

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

## WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

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

#### Classification

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

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

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

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

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

#### Payrolls and Payroll Records

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

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

#### Paid Holidays

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

#### Overtime

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

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

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

#### Supplemental Benefits

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

#### Effective Dates

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

#### Apprentice Training Ratios

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

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

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

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

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

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

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

**Dutchess County General Construction**

**Boilermaker** **02/01/2025**

**JOB DESCRIPTION** Boilermaker **DISTRICT 4**

**ENTIRE COUNTIES**  
 Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

**WAGES**

Per Hour:	07/01/2024	01/01/2025
Boilermaker	\$ 67.38	\$ 68.88
Repairs & Renovations	67.38	68.88

Repairs & Renovation: Includes Repairing, Renovating replacement of parts to an existing unit(s).

**SUPPLEMENTAL BENEFITS**

Per Hour:		
Boilermaker	33.5% of hourly	33.5% of Hourly
Repair & Renovations	Wage Paid	Wage Paid
	+ \$ 26.85	+ \$26.85

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.

Repairs & Renovation Includes replacement of parts and repairs & renovation of existing unit.

**OVERTIME PAY**

See (\*B, O, \*\*U) on OVERTIME PAGE  
 Note:\* Includes 9th & 10th hours, double for 11th or more.  
 \*\* Labor Day ONLY, if worked.

Repairs & Renovation see (B,E,Q) on OT Page

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 11, 12, 15, 25, 26, 29) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wage per hour:  
 (1/2) Year Terms at the following percentage of Boilermaker's Wage

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

Supplemental Benefits Per Hour:

	33.5% of Hourly	33.5% of Hourly
	Wage Paid Plus	Wage Paid Plus
	Amount Below	Amount Below
1st Term	\$ 20.36	\$ 20.36
2nd Term	21.28	21.28
3rd Term	22.22	22.22
4th Term	23.12	23.12
5th Term	24.07	24.07
6th Term	25.00	25.00
7th Term	25.93	25.93

NOTE: "Hourly Wage Paid" shall include any and all premium(s)

**Carpenter** **02/01/2025**

**JOB DESCRIPTION** Carpenter **DISTRICT 8**

**ENTIRE COUNTIES**  
 Dutchess, Orange

**WAGES**

Per hour:	07/01/2024
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Building:  
Millwright \$ 46.35  
+ 8.44\*

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 34.94

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (18, 19) on HOLIDAY PAGE

Paid: See (5,6,11,13,16,18,19,25) for 1st & 2nd yr. Apprentices

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

**REGISTERED APPRENTICES**

Wages per hour:

One (1) year terms:

1st	2nd	3rd	4th
\$ 28.18	\$ 30.51	\$ 34.84	\$ 43.50
+ 4.40*	+ 5.19*	+ 5.94*	+ 7.44*

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

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 23.00	\$ 24.79	\$ 26.90	\$ 29.63

8-740.2

**Carpenter**

**02/01/2025**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

Dutchess

**PARTIAL COUNTIES**

Orange: : The territory west demarcated by a line drawn from the Bear Mountain Bridge continuing east to the Bear Mountain Circle. The territory south demarcated by a line continuing north on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W to the centerline of Route 32, The territories south and east heading 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**

Per hour: 07/01/2024

Carpet/Resilient

Floor Coverer \$ 34.45  
+ 3.25\*

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

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

**SUPPLEMENTAL BENEFITS**

Per hour:

\$ 28.33

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (18, 19) on HOLIDAY PAGE

Paid for 1st & 2nd yr.

Apprentices: See (5, 6, 11, 13, 16, 18, 19, 25)

Overtime: See (5, 6, 11, 13, 16, 18, 19, 25) on HOLIDAY PAGE.

**REGISTERED APPRENTICES**

Wage per hour - (1) year terms:

	1st	2nd	3rd	4th
	\$15.75	\$18.87	\$23.55	\$28.23
	+ 2.48*	+ 2.48*	+ 2.48*	+ 2.48*

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

Supplemental Benefits per hour - All apprentice terms:

\$ 20.87

8-2287D&O

**Carpenter**

**02/01/2025**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

**WAGES**

Per Hour: 07/01/2024

Marine Construction:

Marine Diver \$ 75.46  
 + 10.00\*

Marine Tender \$ 55.00  
 + 10.00\*

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker \$ 45.65

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (18, 19) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 13, 16, 18, 19, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour:

One (1) year terms.

1st year	\$ 26.98
	+ 5.50*
2nd year	32.58
	+ 5.50*
3rd year	40.96
	+ 5.50*
4th year	49.35
	+ 5.50*

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

Supplemental Benefits

Per Hour:

All terms \$ 32.20

8-1456MC

**Carpenter - Building / Heavy&Highway**

**02/01/2025**

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

**DISTRICT 11**

**ENTIRE COUNTIES**

Columbia, Dutchess, Orange, Sullivan, Ulster

**WAGES**

WAGES (per hour)

Applies to Carpenter (Building/Heavy & Highway/Tunnel), Dockbuilder, Piledriver, Dive Tender, and Diver (Dry):

	07/01/2024	07/01/2025 Additional	07/01/2026 Additional
Base Wage	\$ 37.19 + 6.31*	\$ 2.23**	\$ 2.30**

Applies to Diver (Wet):

Base Wage	\$ 50.00 + 6.31*
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\*For all hours paid straight or premium.

\*\*To be allocated at a later date.

**SHIFT WORK**

SHIFT DIFFERENTIAL: When mandated by a Government Agency irregular or off shift can be worked. The Carpenter shall receive an additional fifteen percent (15%) of the base wage.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker	\$ 30.65
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**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

BUILDING:

- Paid: See ( 1 ) on HOLIDAY PAGE.
- Overtime: See ( 5, 6, 16, 25 ) on HOLIDAY PAGE.
- Holidays that fall on Sunday will be observed Monday.

HEAVY&HIGHWAY/TUNNEL:

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

- Holidays that fall on Sunday will be observed Monday
- Must be employed during the five (5) work days immediately preceding a holiday or during the five (5) work days following the paid holiday to receive holiday pay
- If Employee is entitled to a paid holiday, the Employee is paid the Holiday wage and supplemental benefits whether they work or not. If Employee works the Holiday, the Employee will receive holiday pay (including supplemental benefits), plus the applicable premium wage for working the Holiday. If Employee works in excess of 8 hours on Holiday, then benefits will be paid for any hours in excess of 8 hours.

**REGISTERED APPRENTICES**

1 Year terms at the following wage rates.

1st	2nd	3rd	4th
\$ 18.60	\$ 22.31	\$ 26.03	\$ 29.75
+3.09*	+3.09*	+3.09*	+3.09*

\*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All Terms	\$ 16.30
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11-279.2B/H&H

**Electrician**

**02/01/2025**

**JOB DESCRIPTION** Electrician

**DISTRICT** 11

**ENTIRE COUNTIES**

Orange, Putnam, Rockland

**PARTIAL COUNTIES**

Dutchess: Towns of Fishkill, East Fishkill, and Beacon.

**WAGES**

Per hour:

Electrician Wireman/Technician	07/01/2024 \$ 50.50
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+ 9.50\*

\*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (subject to overtime premiums):

- On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, using Scottair packs, or gas masks, they shall receive an additional \$2.00 per hour above the regular straight time rate.
- Journeyman Wireman working in Shafts, Tunnels or on Barges: \$5.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman when performing welding or cable splicing: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a NYS Asbestos Certificate: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a CDL: \$3.00 above the Journeyman Wireman rate of pay.

**SHIFT WORK**

SHIFT DIFFERENTIAL: On Public Work in New York State when shift work is mandated either in the job specifications or by the contracting agency, the following rates apply when shift is worked:

Between 4:30pm & 12:30am	\$ 59.30 + 9.50*
Between 12:30am & 8:30am	\$66.35 + 9.50*

**SUPPLEMENTAL BENEFITS**

Per hour:	07/01/2024
Journeyman	\$ 29.68 plus 3% of straight or premium wage

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 13, 15, 16, 25) on HOLIDAY PAGE

When the holiday falls on a Saturday it is observed the Friday before. When the holiday falls on a Sunday it is observed on the Monday after.

**REGISTERED APPRENTICES**

WAGES:

(1)year terms at the following rates

	1st	2nd	3rd	4th	5th	6th
07/01/2024						
1st Shift	\$ 16.01	\$ 19.40	\$ 24.25	\$ 29.10	\$ 33.95	\$ 36.38
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
2nd Shift	18.78	22.76	28.45	34.13	39.82	42.67
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	21.04	25.49	31.86	38.24	44.61	47.80
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
09/01/2024						
1st Shift	\$ 16.01	\$ 19.40	\$ 24.25	\$ 29.10	\$ 33.95	\$ 36.38
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
2nd Shift	18.78	22.76	28.45	34.13	39.82	42.67
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
3rd Shift	21.04	25.49	31.86	38.24	44.61	47.80
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
04/01/2025						
1st Shift	\$ 16.34	\$ 19.80	\$ 24.75	\$ 29.70	\$ 34.65	\$ 37.13
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
2nd Shift	19.17	23.23	29.03	34.84	40.64	43.55
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
3rd Shift	21.47	26.02	32.52	39.03	45.53	48.79
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*

\*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

SUPPLEMENTAL BENEFITS per hour:

07/01/2024	
1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 16.28 plus 3% of straight or premium wage



3rd term	\$ 18.28 plus 3% of straight or premium wage
4th term	\$ 18.78 plus 3% of straight or premium wage
5th term	\$ 20.28 plus 3% of straight or premium wage
6th term	\$ 20.28 plus 3% of straight or premium wage

09/01/2024

1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 17.78 plus 3% of straight or premium wage
3rd term	\$ 18.78 plus 3% of straight or premium wage
4th term	\$ 19.78 plus 3% of straight or premium wage
5th term	\$ 21.28 plus 3% of straight or premium wage
6th term	\$ 21.28 plus 3% of straight or premium wage

11-363/1

**Electrician**

**02/01/2025**

**JOB DESCRIPTION** Electrician

**DISTRICT** 11

**ENTIRE COUNTIES**

Sullivan, Ulster

**PARTIAL COUNTIES**

Delaware: Only in the Townships of Andes, Harpersfield, Kortwright, Stamford, Bovina, Roxbury, Middletown and those portions of Colchester and Hancock south of the East Branch of the Delaware River.

Dutchess: All of the county except for the towns of Fishkill, East Fishkill, and Beacon.

Greene: That portion of the county south of a line following the south limits of the city of Catskill in a Westerly direction from the Hudson River to Highway 23A along 23A to the road following the Little Westkill and continuing along this road to Delaware County.

**WAGES**

Per hour:

Electrician Wireman/ Technician	07/01/2024
Electrical/Technician Projects	
under \$ 250,000.00	\$ 46.50
	+ 9.50*
over \$ 250,000.00	\$ 50.50
	+ 9.50*

\*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (subject to overtime premiums):

- On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, using Scottair packs, or gas masks, they shall receive an additional \$2.00 per hour above the regular straight time rate.
- Journeyman Wireman working in Shafts, Tunnels or on Barges: \$5.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman when performing welding or cable splicing: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a NYS Asbestos Certificate: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a CDL: \$3.00 above the Journeyman Wireman rate of pay.

**SHIFT WORK**

SHIFT DIFFERENTIAL: On Public Work in New York State when shift work is mandated either in the job specifications or by the contracting agency, the following rates apply:

Shift worked between 4:30pm & 12:30am

Electrical/Technician Projects	
under \$ 250,000.00	\$ 54.56
	+ 9.50*
over \$ 250,000.00	\$ 59.30
	+ 9.50*

Shift worked between 12:30am & 8:30am

Electrical/Technician Projects	
under \$ 250,000.00	\$ 61.12
	+ 9.50*
over \$ 250,000.00	\$ 66.35
	+ 9.50*

**SUPPLEMENTAL BENEFITS**

Per hour:	07/01/2024
Journeyman	\$ 29.68 plus
	3% of straight
	or premium wage

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 13, 15, 16, 25) on HOLIDAY PAGE

When the holiday falls on a Saturday it is observed the Friday before. When the holiday falls on a Sunday it is observed on the Monday after.

**REGISTERED APPRENTICES**

WAGES:

(1)year terms at the following rates

	1st	2nd	3rd	4th	5th	6th
07/01/2024						
1st Shift	\$ 16.01	\$ 19.40	\$ 24.25	\$ 29.10	\$ 33.95	\$ 36.38
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
2nd Shift	18.78	22.76	28.45	34.13	39.82	42.67
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	21.04	25.49	31.86	38.24	44.61	47.80
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
09/01/2024						
1st Shift	\$ 16.01	\$ 19.40	\$ 24.25	\$ 29.10	\$ 33.95	\$ 36.38
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
2nd Shift	18.78	22.76	28.45	34.13	39.82	42.67
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
3rd Shift	21.04	25.49	31.86	38.24	44.61	47.80
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
04/01/2025						
1st Shift	\$ 16.34	\$ 19.80	\$ 24.75	\$ 29.70	\$ 34.65	\$ 37.13
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
2nd Shift	19.17	23.23	29.03	34.84	40.64	43.55
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
3rd Shift	21.47	26.02	32.52	39.03	45.53	48.79
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*

\*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

SUPPLEMENTAL BENEFITS per hour:

07/01/2024	
1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 16.28 plus 3% of straight or premium wage
3rd term	\$ 18.28 plus 3% of straight or premium wage
4th term	\$ 18.78 plus 3% of straight or premium wage
5th term	\$ 20.28 plus 3% of straight or premium wage
6th term	\$ 20.28 plus 3% of straight or premium wage
09/01/2024	
1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 17.78 plus 3% of straight or premium wage
3rd term	\$ 18.78 plus 3% of straight or premium wage
4th term	\$ 19.78 plus 3% of straight or premium wage
5th term	\$ 21.28 plus 3% of straight or premium wage
6th term	\$ 21.28 plus 3% of straight or premium wage

11-363/2

**Elevator Constructor**

**02/01/2025**

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT 1**

**ENTIRE COUNTIES**

Columbia, Dutchess, Greene, Orange, Putnam, Sullivan, Ulster

**PARTIAL COUNTIES**

Delaware: Towns of Andes, Bovina, Colchester, Davenport, Delhi, Harpersfield, Hemdon, Kortright, Meredith, Middletown, Roxbury, Hancock & Stamford

Rockland: Only the Township of Stony Point.

Westchester: Only the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

**WAGES**

Per Hour	07/01/2024	01/01/2025
Mechanic	\$ 70.15	\$ 73.07
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

**SUPPLEMENTAL BENEFITS**

Per hour	07/01/2024	01/01/2025
Journeyworker/Helper	\$ 37.885*	\$ 38.435*

(\*)Plus 6% of regular hourly if less than 5 years of service. Plus 8% of regular hourly rate if more than 5 years of service.

**OVERTIME PAY**

See (D, O) on OVERTIME PAGE

**HOLIDAY**

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

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

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

**REGISTERED APPRENTICES**

Wages per hour:

0-6 mo*	6-12 mo	2nd yr	3rd yr	4th yr
50 %	55 %	65 %	70 %	80 %

(\*)Plus 6% of the hourly rate, no additional supplemental benefits.

Supplemental Benefits per hour worked:

Same as Journeyperson/Helper

1-138

**Glazier**

**02/01/2025**

**JOB DESCRIPTION** Glazier

**DISTRICT 8**

**ENTIRE COUNTIES**

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

**WAGES**

Per hour:	07/01/2024	05/01/2025
		Additional
Glazier, Glass Tinting and Window Film	\$ 63.28	\$ 1.11***
Scaffolding, including swing scaffold	67.28	
*Mechanical Equipment	64.28	
**Repair & Maintenance	30.76	

\*Mechanical equipment, scissor jacks, man lifts, booms & buckets 30' or more, but not pipe scaffolding.

\*\*Repair & Maintenance- All repair & maintenance work on a particular building whenever performed, where the total cumulative Repair & Maintenance contract value is under \$193,000.

\*\*\*To be allocated at a later date.

**SUPPLEMENTAL BENEFITS**

Per hour:	7/01/2024
Glazier, Glass Tinting Window Film, Scaffolding and Mechanical Equipment	\$ 42.13
Repair & Maintenance	24.62

**OVERTIME PAY**

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

For 'Repair & Maintenance' see (B, B2, I, S) on overtime page.

**HOLIDAY**

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

For 'Repair & Maintenance'

Paid: See(5, 6, 16, 25)  
 Overtime: See(5, 6, 16, 25)

**REGISTERED APPRENTICES**

Wage per hour:  
 (1) year terms at the following wage rates:

7/01/2024

1st term	\$ 22.34
2nd term	30.64
3rd term	40.87
4th term	50.14

Supplemental Benefits:

(Per hour)

1st term	\$ 19.27
2nd term	27.34
3rd term	32.85
4th term	36.01

8-1087 (DC9 NYC)

**Insulator - Heat & Frost**

**02/01/2025**

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 8**

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Westchester

**WAGES**

Per hour: 07/01/2024

Insulator	\$ 60.85
Discomfort & Additional Training**	63.92
Fire Stop Work*	32.97

\* Applies on all exclusive Fire Stop Work (When contract is for Fire Stop work only). No apprentices on these contracts only.

\*\*Applies to work requiring: garb or equipment worn against the body not customarily worn by insulators; psychological evaluation ;special training, including but not limited to "Yellow Badge" radiation training

Note: Additional \$0.50 per hour for work 30 feet or more above floor or ground level.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker	\$ 38.25
Discomfort & Additional Training	40.32
Fire Stop Work: Journeyworker	19.48

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Note: Last working day preceding Christmas and New Years day, workers shall work no later than 12:00 noon and shall receive 8 hrs pay.

Overtime: See ( 2\*, 4, 6, 16, 25 ) on HOLIDAY PAGE.

\*Note: Labor Day triple time if worked.

**REGISTERED APPRENTICES**

(1) year terms:

**Insulator Apprentices:**

1st	2nd	3rd	4th
\$ 32.97	\$ 38.54	\$ 44.12	\$ 49.70

**Discomfort & Additional Training Apprentices:**

1st	2nd	3rd	4th
\$ 34.51	\$ 40.38	\$ 46.27	\$ 52.16

**Supplemental Benefits paid per hour:**

**Insulator Apprentices:**

1st term	\$ 19.48
2nd term	23.23
3rd term	26.98
4th term	30.74

**Discomfort & Additional Training Apprentices:**

1st term	\$ 20.50
2nd term	24.47
3rd term	28.43
4th term	32.39

8-91

**Ironworker**

**02/01/2025**

**JOB DESCRIPTION** Ironworker

**DISTRICT** 11

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster

**WAGES**

Per hour:

	07/01/2024	07/01/2025 Additional	07/01/2026 Additional
Structural	\$ 51.38	\$ 2.00*	\$ 2.00*
Reinforcing	51.38	2.00*	2.00*
Ornamental	51.38	2.00*	2.00*
Chain Link Fence	51.38	2.00*	2.00*

\* To be allocated at a later date.

NOTE: For Reinforcing classification ONLY, Ironworker 4-46Reinf rates apply in Rockland County's southern section (south of Convent Road and east of Blue Hills Road).

**SHIFT WORK**

On Government Mandated Irregular Workdays or Shift Work, the following wage will be paid:

1st Shift	\$ 51.38
2nd Shift	66.39
3rd Shift	71.39

Note- Any shift that works past 12:00 midnight shall receive the 3rd shift differential.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 45.56
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**OVERTIME PAY**

See (B1, Q, V) on OVERTIME PAGE

**HOLIDAY**

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

If a holiday falls on Saturday, it will be observed Friday. If a holiday falls on Sunday, it will be observed Monday.

**REGISTERED APPRENTICES**

Wages:

(1) year terms at the following wage:

	1st yr	2nd yr	3rd yr	4th yr
1st Shift	\$ 25.69	\$ 30.83	\$ 35.97	\$ 41.10
2nd Shift	36.15	42.20	48.25	54.29

3rd Shift	39.64	45.99	52.35	58.69
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Supplemental Benefits per hour:

	07/01/2024
1st year	\$ 40.94
2nd year	41.86
3rd year	42.79
4th year	43.71

11-417

**Laborer - Building**

**02/01/2025**

**JOB DESCRIPTION** Laborer - Building

**DISTRICT** 11

**ENTIRE COUNTIES**

Dutchess

**PARTIAL COUNTIES**

Columbia: Only the Townships of Greenport, Claverack, Philmont, Clermont, Germantown, Livingston, Hillsdale, Gallatin, Copake, Ancram, Taghkanic and the City of Hudson.

**WAGES**

\*ALL WORK RELATED WITH TOXIC OR ANY ASBESTOS OR HAZARDOUS MATERIAL\*

WAGES: (per hour)

	07/01/2024	06/01/2025	06/01/2026
		Additional	Additional
Class 4	\$ 49.00	\$ 2.90*	\$ 3.00*

\*To be allocated at a later date.

These rates will cover all work within five feet of the building foundation line.

**SHIFT WORK**

Shift Differential: On all Governmental mandated irregular or off shift work, an additional 25% of wage is required. The 25% shift differential will be paid on public works contract for shifts or irregular workdays outside the normal working hours for 2nd and 3rd shifts or irregular workday or when mandated or required by state, federal, county, local or other governmental agency contracts.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 33.50
Shift	\$ 40.84

**OVERTIME PAY**

See (B, \*E, E5, \*\*Q) on OVERTIME PAGE

\*For first 8 hours on Saturday

\*\*When an employee is required to work on a holiday which falls on a Sunday the employee shall be paid three (3) times the hourly rate and one (1) hour benefits for every hour worked. When an employee is required to work on a holiday which falls on a Saturday the employee shall be paid two and a half (2.5) times the hourly rate and one hour benefits for every hour worked.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

Holidays that fall on Saturday shall be observed on Friday, when holidays fall on Sunday they shall be observed on Monday.

**REGISTERED APPRENTICES**

(1000) hour terms at the following wages.

	07/01/2024
1st term	\$ 28.05
2nd term	32.35
3rd term	36.70
4th term	41.00

Supplemental Benefits per hour:

All Terms Regular	\$ 29.23
All Terms Shift Rate	35.39

11-17tox B

**Laborer - Building**

**02/01/2025**

**JOB DESCRIPTION** Laborer - Building

**DISTRICT** 8

**ENTIRE COUNTIES**

Dutchess

**PARTIAL COUNTIES**

Columbia: Only the Townships of Ancram, Claverack, Clermont, Copake, Gallatin, Germantown, Greenport, Hillsdale, Hudson, Livingston, Philmont and Taconic.

**WAGES**

GROUP # 1:

All Laborers except those listed in Group 2

GROUP # 2:

Blaster, Laser Beam Oper., Asphalt Rakers, & Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power

WAGES per hour:	07/01/2024	06/01/2025
		Additional
GROUP # 1	\$ 40.00*	\$ 2.00**
GROUP # 2	42.35*	

\*Subtract \$ 4.50 to calculate overtime premium

\*\* To be allocated at a later date

Note: Any job requiring Hazwopper Certification will pay \$1.00 above job classification wage rate.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 30.60

**OVERTIME PAY**

See (B, F, R) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Whenever a holidays falls on Sunday, it will be observed on the following Monday.

**REGISTERED APPRENTICES**

Wages per hour: 07/01/2024

1000 Hour terms

1st term	\$ 28.08
2nd term	31.90
3rd term	35.72
4th term	39.54

Note: Any job requiring Hazwopper Certification will pay \$1.00 above job classification wage rate.

Supplemental Benefits per hour:

All terms \$ 23.60

8-235

**Laborer - Heavy&Highway**

**02/01/2025**

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT 8**

**ENTIRE COUNTIES**

Dutchess

**PARTIAL COUNTIES**

Columbia: Only the Townships of Ancram, Claverack, Clermont, Copake, Gallatin, Germantown, Greenport, Hillsdale, Hudson, Livingston, Philmont and Taconic.

**WAGES**

GROUP I: Blaster, Asphalt Screedman, ACI Certified Flatwork Finisher, Pipe Jacking and Boring Operations, Operator Qualified Dead Condition Pipe Fuser (B Mechanic)

GROUP II: Burner, Drill Operator, Jumbo Driller, Wagon Driller, Air Track Driller, Hydraulic Driller, Self Contained Rotary Drill Operator, Pneumatic Dowel Driller, Concrete Form Aligner, Concrete Form and Curb Form Highway, Concrete Finisher, Asphalt Raker, Pipe Fusion, Wrecking "Bar Person", Operator Qualified Peer Checker.

GROUP III: Asphalt Curb Machine Operator, Jeepers Operator, Pavement Breaker Operator , Power Saw Operator, Jack Hammer Drill, all types Pneumatic Tool and Gasoline Drill, Concrete Saw, Gunning, Railroad, Spike Puller, Sandblasting, Shoring, Pipe Layer, Deck Winches on Scows, Power Buggy and Operator, Power Wheelbarrow Operator, Laser Beam and X-Ray Operator, Pipe Religner, Underpinning, Chain Saw, Tree Cutter, Jack Leg Driller, Hydraulic Rock Splitter, certified, Certified Scaffold Erector, Remote Controlled Demolition Robot, Wrecking "Bar Person" Helper, Utility Per Diem Laborer, Compressed air-lance, Water jet lance

Group IV: General Concrete Laborers - anything pertaining to concrete, aggregate or concrete material handling, Puddlers, Asphalt Worker, Crack Router Operator, Rock Scalars, Vibrator Operator, Bit Grinder, Concrete Grinder, Remote Walk Behind Roller (Wacker, Rammax, etc), Air Tampers and All Tampers not covered by any other classification, Form Pin Pullers, Pumps and their operation, Service of Air Power, Epoxy and Waterproofing Worker, Fine Grade person between forms, Barco Rammer, Guard Rail Installation and Demolition Link Fence, Steel Kings, Wire Mesh, Setting of all Paving Blocks, Brick Paver and Rubber Pavers, Rip Rap and Dry Stone Layer Wall, Stone Work and Pointing, Cement Spray Men, Gabion Basket Assembler, Installation of Noise Barrier, Jersey Barrier and Joints, Pre-Cast Manholes, and Pre-cast and Pre-cast Catch Basins, Crib Retaining Walls

Group V: All Driller Helpers(including Hydraulic Wagon Air Track). Common Laborers, Certified Fire Watch Laborers, All AFL/CIO Trades, Signal Person Truck Spotters, Power Person , Landscaping and Nursery Person, Artificial Turf, Placing Fabric on Landfill, Sign Installer, Temporary and Interim Pavement Line Striping, String Line Automation Grades, Lock Level, Certified Traffic Safety and Control (Pattern)

Group V (A): Flagperson

Group VI: Confined Space Laborer

WAGES per hour	07/01/2024
Group I:	\$ 49.05
Group II:	47.70
Group III:	47.30
Group IV:	46.95
Group V:	46.60
Group V(A):	40.25
Group VI:	48.60

Note: All employees working on a project that requires Hazwopper Certification will receive \$1.00 per hour over job classification rate of pay.

**SHIFT WORK**

Supplemental Benefits: \$ 40.00\*

\*Applies for contracting agency mandated irregular shift work

All employees who work an irregular work day that starts after 9:00 AM on a governmental mandated schedule shall be paid an additional 15% per hour.

**SUPPLEMENTAL BENEFITS**

Per hour:	07/01/2024
Journeyman	\$ 29.30

**OVERTIME PAY**

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

**HOLIDAY**

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

Note: Whenever a holidays falls on Sunday, it will be observed on the following Monday.

**REGISTERED APPRENTICES**

Wages per hour  
1000 hour year terms

1st Term	\$ 28.08
2nd Term	31.90
3rd Term	35.72
4th Term	39.54

Note: All employees working on a project that requires Hazwopper Certification will receive \$1.00 per hour over job classification rate of pay.

Supplemental Benefits per hour:	
All Terms	\$ 23.60



**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT** 11

**ENTIRE COUNTIES**

Dutchess

**PARTIAL COUNTIES**

Columbia: Only the Townships of Claverack, Clermont, Greenport, Philmont, Germantown, Livingston, Hillsdale, Taghkanic, Gallatin, Copake, Ancram, City of Hudson.

**WAGES**

\*ALL WORK RELATED WITH TOXIC OR ANY ASBESTOS OR HAZARDOUS MATERIAL, BIOREMEDIATION AND PHYTO REMEDIATION\*(Five feet or more outside of building foundation line)

WAGES:(per hour) 07/01/2024

Class 3 \$ 50.75

\* To be allocated at a later date.

**SHIFT WORK**

SHIFT DIFFERENTIAL: Night work and irregular shift require 20% increase on wages for all Government mandated night and irregular shift work.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 33.38  
Shift 39.18

**OVERTIME PAY**

See (B, E, P, \*R, \*\*S, \*\*\*T, X) on OVERTIME PAGE

\*For Mon-Fri Holidays, Double Benefits to be paid for all hours worked.

\*\*For Saturday Holidays, Two and one-half Benefits for all hours worked.

\*\*\*For Sunday Holidays, Triple Benefits for all hours worked.

**HOLIDAY**

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

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

To be eligible for a paid holiday, an employee must work at least two (2) days in the calendar week or payroll week in which the holiday falls.

**REGISTERED APPRENTICES**

(1000) hour terms at the following wages.

07/01/2024  
1st term \$ 28.05  
2nd term 32.35  
3rd term 36.70  
4th term 41.00

Supplemental Benefits per hour:

All Terms Regular \$ 29.23  
All Terms Shift Rate 34.18

11-17tox HH

**Laborer - Tunnel**

**02/01/2025**

**JOB DESCRIPTION** Laborer - Tunnel

**DISTRICT** 11

**ENTIRE COUNTIES**

Columbia, Dutchess, Greene, Orange, Otsego, Putnam, Rockland, Sullivan, Ulster, Westchester

**PARTIAL COUNTIES**

Chenango: Townships of Columbus, Sherburne and New Berlin.

Delaware: Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Merideth and Davenport.

**WAGES**

Class 1: All support laborers/sandhogs working above the shaft or tunnel.

Class 2: All laborers/sandhogs working in the shaft or tunnel.

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

WAGES: (per hour)

07/01/2024

06/01/2025

Class 1	\$ 57.05	\$ 58.55
Class 2	59.20	60.70
Class 4	65.60	67.10
Class 5	49.90	51.40

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional \$ 3.00 an hour.

**SHIFT WORK**

SHIFT DIFFERENTIAL...On all Government mandated irregular shift work:

- Employee shall be paid at time and one half the regular rate Monday through Friday.
- Saturday shall be paid at 1.65 times the regular rate.
- Sunday shall be paid at 2.15 times the regular rate.

**SUPPLEMENTAL BENEFITS**

Per hour:

Benefit 1	\$ 36.98	\$ 38.23
Benefit 2	55.39	59.99
Benefit 3	74.58	76.73

Benefit 1 applies to straight time hours, paid holidays not worked.

Benefit 2 applies to over 8 hours in a day (M-F), irregular shift work hours worked, and Saturday hours worked.

Benefit 3 applies to Sunday and Holiday hours worked.

**OVERTIME PAY**

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

**HOLIDAY**

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

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

When a recognized Holidays falls on Saturday or Sunday, holidays falling on Saturday shall be recognized or observed on Friday and holidays falling on Sunday shall be recognized or observed on Monday. Employees ordered to work on the Saturday or Sunday of the holiday or on the recognized or the observed Friday or Monday for those holidays falling on Saturday or Sunday shall receive double time the established rate and benefits for the holiday.

**REGISTERED APPRENTICES**

FOR APPRENTICE RATES, refer to the appropriate Laborer Heavy & Highway wage rate contained in the wage schedule for the County and location where the work is to be performed.

11-17/60/235/754Tun

**Lineman Electrician**

**02/01/2025**

**JOB DESCRIPTION** Lineman Electrician

**DISTRICT** 6

**ENTIRE COUNTIES**

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

**WAGES**

A Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors, assembly of all electrical materials, conduit, pipe, or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

Crane Operators: Operation of any type of crane on line projects.

Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on line projects.

Digging Machine Operator: All other digging equipment and augering on line projects.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

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

Per hour: 07/01/2024

Group A:	
Lineman, Technician	\$ 58.90
Crane, Crawler Backhoe	58.90
Welder, Cable Splicer	58.90

Group B:	
Digging Mach. Operator	53.01
Tractor Trailer Driver	50.07
Groundman, Truck Driver	47.12
Equipment Mechanic	47.12
Flagman	35.34

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

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work." Includes access matting for line work.

Group A:	
Lineman, Technician	\$ 58.90
Crane, Crawler Backhoe	58.90
Cable Splicer	64.79
Certified Welder, Pipe Type Cable	61.85

Group B:	
Digging Mach. Operator	53.01
Tractor Trailer Driver	50.07
Groundman, Truck Driver	47.12
Equipment Mechanic	47.12
Flagman	35.34

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

Below rates applicable on all switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. Includes access matting for line work.

Group A:	
Lineman, Tech, Welder	\$ 60.22
Crane, Crawler Backhoe	60.22
Cable Splicer	66.24
Certified Welder, Pipe Type Cable	63.23

Group B:	
Digging Mach. Operator	54.20
Tractor Trailer Driver	51.19
Groundman, Truck Driver	48.18
Equipment Mechanic	48.18
Flagman	36.13

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

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

Group A:	
Lineman, Tech, Welder	\$ 61.41
Crane, Crawler Backhoe	61.41

Group B:	
Digging Mach. Operator	55.27
Tractor Trailer Driver	52.20
Groundman, Truck Driver	49.13
Equipment Mechanic	49.13

Flagman 36.85

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

**SHIFT WORK**

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:

07/01/2024

Group A \$ 30.90  
\*plus 7% of the hourly wage paid

Group B \$ 26.90  
\*plus 7% of the hourly wage paid

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

**OVERTIME PAY**

See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Dept. of Jurisdiction. WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY**

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

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

**REGISTERED APPRENTICES**

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2024

\$ 26.90  
\*plus 7% of the hourly wage paid

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

6-1249a

**Lineman Electrician - Teledata**

**02/01/2025**

**JOB DESCRIPTION** Lineman Electrician - Teledata

**DISTRICT 6**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:

For outside work, stopping at first point of attachment (demarcation).

07/01/2024

01/01/2025

Cable Splicer	\$ 39.24	\$ 40.81
Installer, Repairman	\$ 37.24	\$ 38.73
Teledata Lineman	\$ 37.24	\$ 38.73
Tech., Equip. Operator	\$ 37.24	\$ 38.73
Groundman	\$ 19.74	\$ 20.53

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

**SHIFT WORK**

THE FOLLOWING RATES APPLY WHEN THE CONTRACTING AGENCY MANDATES MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION ARE WORKED. WHEN TWO (2) OR THREE (3) SHIFTS ARE WORKED THE FOLLOWING RATES APPLY:

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

**SUPPLEMENTAL BENEFITS**

Per hour:	07/01/2024	01/01/2025
Journeyworker	\$ 5.70	\$ 5.70
	*plus 3% of the hour wage paid	*plus 3% of the hour wage paid

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

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY**

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

6-1249LT - Teledata

**Lineman Electrician - Traffic Signal, Lighting** **02/01/2025**

**JOB DESCRIPTION** Lineman Electrician - Traffic Signal, Lighting **DISTRICT 6**

**ENTIRE COUNTIES**  
 Columbia, Dutchess, Orange, Putnam, Rockland, Ulster

**WAGES**

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

Crane Operators: Operation of any type of crane on Traffic Signal/Lighting projects.  
 Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on Traffic Signal/Lighting projects.  
 Digging Machine Operator: All other digging equipment and augering on Traffic Signal/Lighting projects.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.

Per hour:	07/01/2024
Group A:	
Lineman, Technician	\$ 51.82
Crane, Crawler Backhoe	51.82
Certified Welder	54.41

Group B:

Digging Machine	46.64
Tractor Trailer Driver	44.05
Groundman, Truck Driver	41.46
Equipment Mechanic	41.46
Flagman	31.09

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

**SHIFT WORK**

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

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

**SUPPLEMENTAL BENEFITS**

Per hour worked:

07/01/2024

Group A: \$ 30.90  
 \*plus 7% of the hourly wage paid

Group B \$ 26.90  
 \*plus 7% of the hourly wage paid

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

**OVERTIME PAY**

See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Dept. of Jurisdiction. WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY**

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

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

**REGISTERED APPRENTICES**

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2024

\$ 26.90  
 \*plus 7% of the hourly wage paid

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

6-1249aReg8LT

**Lineman Electrician - Tree Trimmer**

**02/01/2025**

**JOB DESCRIPTION** Lineman Electrician - Tree Trimmer  
**ENTIRE COUNTIES**

**DISTRICT 6**

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

**WAGES**

Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also includes stump removal near underground energized electrical lines including telephone and CATV lines.

Per hour:	07/01/2024
Tree Trimmer	\$ 31.44
Equipment Operator	27.80
Equipment Mechanic	27.80
Truck Driver	23.15
Groundman	19.07
Flag person	15.00*

\*NOTE-Rate effective on 01/01/2025 - \$15.50 due to minimum wage increase.

**SUPPLEMENTAL BENEFITS**

Per hour:	07/01/2024
Journeyworker	\$ 10.48 *plus 4.5% of the hourly wage paid

\* The 4.5% is based on the hourly wage paid, straight time rate or premium rate.

**OVERTIME PAY**

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

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY**

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

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday. All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

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**Mason - Building** **02/01/2025**

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

**ENTIRE COUNTIES**

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

**WAGES**

Per Hour:	07/01/2024	01/06/2025
Marble Cutters & Setters	\$ 63.92	\$ 64.21

**SUPPLEMENTAL BENEFITS**

Per Hour:		
Journeyworker	\$ 40.05	\$ 40.51

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wage Per Hour:

750 hour terms at the following wage								
	1st	2nd	3rd	4th	5th	6th	7th	8th

0- 3000	3001- 3750	3751- 4500	4501- 5250	5251- 6000	6001- 6750	6751- 7500	7500+
07/01/2024 \$ 27.01	\$ 40.52	\$ 43.88	\$ 47.26	\$ 50.64	\$ 54.32	\$ 60.71	\$ 63.92
01/06/2025 \$ 27.24	\$ 40.84	\$ 44.25	\$ 47.63	\$ 51.05	\$ 54.58	\$ 60.99	\$ 64.21

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2024 \$ 26.42	\$ 29.76	\$ 30.61	\$ 31.44	\$ 32.28	\$ 37.55	\$ 39.23	\$ 40.05
01/06/2025 \$ 26.88	\$ 30.14	\$ 30.95	\$ 31.78	\$ 32.59	\$ 38.07	\$ 39.71	\$ 40.51

9-7/4

**Mason - Building**

**02/01/2025**

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 11

**ENTIRE COUNTIES**

Dutchess, Sullivan, Ulster

**PARTIAL COUNTIES**

Orange: Entire county except the Township of Tuxedo.

**WAGES**

Per hour:

07/01/2024

Bricklayer	\$ 46.45
Cement Mason	46.45
Plasterer/Stone Mason	46.45
Pointer/Caulker	46.45

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

**SHIFT WORK**

SHIFT WORK: When shift work or an irregular workday is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:

Irregular workday requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 38.00
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**OVERTIME PAY**

Cement Mason See ( B, E, Q, W ) on OVERTIME PAGE.

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

**REGISTERED APPRENTICES**

Wages per hour:

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

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
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07/01/2024	\$22.06	\$26.44	\$28.50	\$32.88	\$35.84	\$39.71	\$43.21	\$46.59	\$47.95	\$51.44
12/02/2024	\$22.06	\$26.44	\$28.50	\$32.88	\$35.84	\$39.71	\$43.21	\$46.59	\$47.95	\$51.94

Supplemental Benefits per hour:  
 (Counties of Dutchess, Sullivan, Ulster)

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2024	\$12.55*	\$12.55*	\$14.86*	\$14.86*	\$15.86*	\$16.36*	\$16.86*	\$17.86*	\$17.86*	\$22.61*
	+ 0.76	+ 0.80	+ 0.85	+ 0.89	+ 1.35	+ 1.40	+ 1.82	+ 1.87	+ 4.93	+ 5.02
12/02/2024	\$12.55*	\$12.55*	\$14.86*	\$14.86*	\$15.86*	\$16.36*	\$16.86*	\$17.86*	\$17.86*	\$22.61*
	+ 0.76	+ 0.80	+ 0.85	+ 0.89	+ 1.35	+ 1.40	+ 1.82	+ 1.87	+ 4.93	+ 5.02

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

9-7/52B

**Mason - Building** **02/01/2025**

**JOB DESCRIPTION** Mason - Building **DISTRICT 9**

**ENTIRE COUNTIES**  
 Dutchess, Orange, Putnam, Sullivan, Ulster

**WAGES**

Per hour:	07/01/2024	12/02/2024
Building		
Tile, Marble, & Terrazzo Finisher	\$ 47.74	\$ 47.82

\*To be allocated at a later date.

**SUPPLEMENTAL BENEFITS**  
 Journeyworker:

Per Hour	\$ 22.11*	\$ 22.56*
	+ 6.01	+ 6.02

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

**OVERTIME PAY**  
 See (A, \*E, Q) on OVERTIME PAGE  
 Double time rate applies after 10 hours on Saturdays.

**HOLIDAY**  
 Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

9-7/88B-tf

**Mason - Heavy&Highway** **02/01/2025**

**JOB DESCRIPTION** Mason - Heavy&Highway **DISTRICT 11**

**ENTIRE COUNTIES**  
 Dutchess, Sullivan, Ulster

**PARTIAL COUNTIES**  
 Orange: Entire county except the Township of Tuxedo.

**WAGES**

Per hour:	07/01/2024
Bricklayer	\$ 46.95
Cement Mason	46.95
Marble/Stone Mason	46.95
Plasterer	46.95
Pointer/Caulker	46.95

Additional \$1.00 per hour for power saw work  
Additional \$0.50 per hour for swing scaffold or staging work

**SHIFT WORK**

When shift work or an irregular workday is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

- Irregular workday requires 15% premium
- Second shift an additional 15% of wage plus benefits to be paid
- Third shift an additional 25% of wage plus benefits to be paid

**SUPPLEMENTAL BENEFITS**

Per hour:  
Journeyman \$ 38.00

**OVERTIME PAY**

Cement Mason See ( B, E, Q, W )  
All Others See ( B, E, Q )

**HOLIDAY**

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

- Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.
- Supplemental Benefits are not paid for paid Holiday
- If Holiday is worked, Supplemental Benefits are paid for hours worked.
- Whenever an Employee works within three (3) calendar days before a holiday, the Employee shall be paid for the Holiday.

**REGISTERED APPRENTICES**

Wages per hour:

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

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5du-H/H

**Operating Engineer - Building**

**02/01/2025**

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

Bronx, Kings, New York, Putnam, Queens, Richmond, Westchester

**PARTIAL COUNTIES**

Dutchess: that part of Dutchess County lying south of the North City Line of the City of Poughkeepsie.

**WAGES**

- NOTE: Construction surveying
- Party Chief--One who directs a survey party
- Instrument Man--One who runs the instrument and assists Party Chief.
- Rodman--One who holds the rod and assists the Survey Crew

Wages:(Per Hour) 07/01/2024

Building Construction:

Party Chief	\$ 79.99
Instrument Man	60.36
Rodman	40.45

Steel Erection:

Party Chief	83.13
Instrument Man	64.21

Rodman 44.33

Heavy Construction-NYC counties only:  
(Foundation, Excavation.)

Party Chief 88.06  
Instrument man 65.66  
Rodman 55.70

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2024  
Building Construction \$ 28.63\* +\$ 7.65  
Steel Erection 29.23\* + 7.65  
Heavy Construction 30.04\* + 7.64

\* This portion subject to SAME premium as wages

Non-Worked Holiday Supplemental Benefit:  
21.83

**OVERTIME PAY**

See (A, B, E, Q) on OVERTIME PAGE  
Code "A" applies to Building Construction and has double the rate after 7 hours on Saturdays.  
Code "B" applies to Heavy Construction and Steel Erection and had double the rate after 8 hours on Saturdays.

**HOLIDAY**

Paid: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE  
Overtime: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

9-15Db

**Operating Engineer - Building**

**02/01/2025**

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT 8**

**ENTIRE COUNTIES**

Putnam, Westchester

**PARTIAL COUNTIES**

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 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 the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

**WAGES**

**GROUP I:**

Cranes (All Types up to 49 tons), Boom Trucks, Cherry Pickers (All Types), Clamshell Crane, Derrick (Stone and Steel), Dragline, Franki Pile Rig or similar, High Lift (Lull or similar) with crane attachment and winch used for hoisting or lifting, Hydraulic Cranes, Pile Drivers, Potain and similar.

Cranes (All types 50-99 tons), Drill Rig Casa Grande (CAT or similar), Franki Pile Rig or similar, Hydraulic Cranes (All types including Crawler Cranes- No specific boom length).

Cranes (All types 100 tons and over), All Tower Cranes, All Climbing Cranes irrespective of manufacturer and regardless of how the same is rigged, Franki Pile Rig or similar, Conventional Cranes (All types including Crawler Cranes-No specific boom length), Hydraulic Cranes.

GROUP I-A: Barber Green Loader-Euclid Loader, Bulldozer, Carrier-Trailer Horse, Concrete Cleaning Decontamination Machine Operator, Concrete-Portable Hoist, Conway or Similar Mucking Machines, Elevator & Cage, Excavators all types, Front End Loaders, Gradall, Shovel, Backhoe, etc.(Crawler or Truck), Heavy Equipment Robotics Operator/Mechanic, Hoist Engineer-Material, Hoist Portable Mobile Unit, Hoist(Single, Double or Triple Drum), Horizontal Directional Drill Locator, Horizontal Directional Drill Operator and Jersey Spreader, Letourneau or Tournapull(Scrapers over 20 yards Struck), Lift Slab Console, etc., Lull HiLift or Similar, Master Environmental Maintenance Mechanics, Mucking Machines Operator/Mechanic or Similar Type, Overhead Crane, Pavement Breaker(Air Ram), Paver(Concrete), Post Hole Digger, Power House Plant, Road Boring Machine, Road Mix Machine, Ross Carrier and Similar Machines, Rubber tire double end backhoes and similar machines, Scoopmobile Tractor-Shovel Over 1.5 yards, Shovel (Tunnels), Spreader (Asphalt) Telephie(Cableway), Tractor Type Demolition Equipment, Trenching Machines-Vermeer Concrete Saw Trencher and Similar, Ultra High Pressure Waterjet Cutting Tool System, Vacuum Blasting Machine operator/mechanic, Winch Truck A Frame.

GROUP I-B: Compressor (Steel Erection), Mechanic (Outside All Types), Negative Air Machine (Asbestos Removal), Push Button (Buzz Box) Elevator.

GROUP II: Compactor Self-Propelled, Concrete Pump, Crane Operator in Training (Over 100 Tons), Grader, Machines Pulling Sheep's Foot Roller, Roller (4 ton and over), Scrapers (20 yards Struck and Under), Vibratory Rollers, Welder.

GROUP III-A: Asphalt Plant, Concrete Mixing Plants, Forklift (All power sources), Joy Drill or similar, Tractor Drilling Machine, Loader (1 1/2 yards and under), Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Skid Steer (Bobcat or similar), Stone Crusher, Well Drilling Machine, Well Point System.

GROUP III-B: Compressor Over 125 cu. Feet, Conveyor Belt Machine regardless of size, Compressor Plant, Ladder Hoist, Stud Machine.

GROUP IV-A: Batch Plant, Concrete Breaker, Concrete Spreader, Curb Cutter Machine, Finishing Machine-Concrete, Fine Grading Machine, Hepa Vac Clean Air Machine, Material Hopper(sand, stone, cement), Mulching Grass Spreader, Pump Gypsum etc, Pump-Plaster-Grout-Fireproofing. Roller(Under 4 Ton),Spreading and Fine Grading Machine, Steel Cutting Machine, Siphon Pump, Tar Joint Machine, Television Cameras for Water, Sewer, Gas etc. Turbo Jet Burner or Similar Equipment, Vibrator (1 to 5).

GROUP IV-B: Compressor (all types), Heater (All Types), Fire Watchman, Lighting Unit (Portable & Generator) Pump, Pump Station(Water, Sewer, Portable, Temporary), Welding Machine (Steel Erection & Excavation).

GROUP V: Mechanics Helper, Motorized Roller (walk behind), Stock Attendant, Welder's Helper, Maintenance Engineer Crane(75 ton and over).

Group VI-A: Welder Certified

GROUP VI-B: Utility Man, Warehouse Man.

WAGES: (per hour)

07/01/2024

GROUP I	
Cranes- up to 49 tons	\$ 67.43
Cranes- 50 tons to 99 tons	69.77
Cranes- 100 tons and over	79.64
GROUP I-A	59.04
GROUP I-B	54.41
GROUP II	56.97
GROUP III-A	54.88
GROUP III-B	52.25
GROUP IV-A	54.33
GROUP IV-B	45.94
GROUP V	49.53
Group VI-A	57.96
GROUP VI-B	
Utility Man	47.00
Warehouse Man	49.26

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects.  
 Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour.  
 Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour.  
 Loader operators over 5 cubic yard capacity additional .50 per hour.  
 Shovel operators over 4 cubic yard capacity additional \$1.00 per hour.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker \$ 32.32

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

8-137B

**Operating Engineer - Building**

**02/01/2025**

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

**WAGES**

**NOTE:**

- In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.
- If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C

CLASS A1\*: All cranes that require A NYS crane license, tower cranes\*\*(including self erecting), hydraulic cranes, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom trucks, cherry pickers, overhead cranes (gantry or saddle type), truck cranes

**CLASS A:**

Shovel, Excavators 18,001 lbs. and above(including rubber tire full swing), Gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant, and tractor road paver, boom trucks 5 tons and under, maintenance engineer, self-contained crawler drill-hydraulic rock drill, Profiler/Milling machine.

**CLASS B:**

Excavators 18,000 lbs. and under, Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, self-propelled soil compactor (fill roller), asphalt roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, core and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinky locomotive, skid steer loader, track excavator 5/8 cubic yard or smaller, front end rubber tired loader under four cubic yards, vacuum machine (mounted or towed).

**CLASS C:**

Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, beltcrete power pack (belcrete system), seeding, and mulching machines, pumps, rotating telehandler (that does not require NYS crane license).

**WAGES per hour**

	07/01/2024	07/01/2025
Class A1*	\$ 53.11	\$ 55.42
Class A	52.62	54.93
Class B	51.60	53.91
Class C	48.70	51.01

**(\*) TONNAGE RATING PREMIUMS:**

Note: Additional value subject to same premiums as shown for OT

- All cranes 1000 tons and over, A1 rate plus \$7.00
- All cranes 800-999 tons, A1 rate plus \$6.00
- All cranes 600-799 tons, A1 rate plus \$5.00
- All cranes 400-599 tons, A1 rate plus \$4.00
- All cranes 200-399 tons, A1 rate plus \$3.00
- All cranes 111-199 tons, A1 rate plus \$2.25
- All cranes 110 tons and under, A1 rate only

(\*\*)Additional \$0.50 per hr on A1 rate for Tower Cranes (no tonnage premiums apply)

Additional \$2.50 per hr over B rate for Nuclear Leader work.

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

**SUPPLEMENTAL BENEFITS**

Per hour

	07/01/2024	07/01/2025
Journeyworker	\$ 32.40	\$ 33.50

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: All hours worked on designated holidays shall be paid a double the hourly rate of pay plus 8 hours of straight time.

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

**REGISTERED APPRENTICES**

Wages per hour

1000 hours terms at the following percentage of Journeyworker's wage Class B

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

Supplemental Benefits per hour worked

	07/01/2024	07/01/2025
All terms	\$ 27.70	\$ 28.80

1-158 Alb

**Operating Engineer - Building**

**02/01/2025**

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT 1**

**ENTIRE COUNTIES**

Broome, Chenango, Tioga

**PARTIAL COUNTIES**

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

**WAGES**

NOTE:

--In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.

--If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C

CLASS A1\*: All cranes that require NYS crane license, tower cranes\*\*(including self erecting), hydraulic cranes, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom trucks, cherry pickers, overhead cranes (gantry or saddle type), truck cranes

CLASS A:

Shovel, Excavators 18,001 lbs. and above(including rubber tire full swing), Gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant, and tractor road paver, boom trucks 5 tons and under, maintenance engineer, self-contained crawler drill-hydraulic rock drill, Profiler/Milling machine.

CLASS B:

Excavators 18,000 lbs. and under, Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, self-propelled soil compactor (fill roller), asphalt roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, core and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinky locomotive, skid steer loader, track excavator 5/8 cubic yard or smaller, front end rubber tired loader under four cubic yards, vacuum machine (mounted or towed).

CLASS C:

Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, beltcrete power pack (belcrete system), seeding, and mulching machines, pumps, rotating telehandler (that does not require NYS crane license).

WAGES per hour

	07/01/2024	07/01/2025
Class A1*	\$ 49.65	\$ 51.71
Class A	47.25	49.31
Class B	46.79	48.85
Class C	44.48	46.54

(\*) TONNAGE RATING PREMIUMS:

Note: Additional value subject to same premiums as shown for OT

All cranes 1000 tons and over, A1 rate plus \$7.00

All cranes 800-999 tons, A1 rate plus \$6.00

All cranes 600-799 tons, A1 rate plus \$5.00  
 All cranes 400-599 tons, A1 rate plus \$4.00  
 All cranes 200-399 tons, A1 rate plus \$3.00  
 All cranes 111-199 tons, A1 rate plus \$2.25  
 All cranes 110 tons and under, A1 rate only

(\*\*)Additional \$0.50 per hr over A1 rate for Tower Cranes (no tonnage premium applies)  
 Additional \$2.50 per hr over B rate for Nuclear Leader work.  
 Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

**SUPPLEMENTAL BENEFITS**

Per hour

	07/01/2024	07/01/2025
Journeyworker	\$ 31.85	\$ 32.95

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

NOTE: All hours worked on designated holidays shall be paid a double the hourly rate of pay plus 8 hours of straight time.  
 NOTE: If a holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on Saturday, it will be celebrated on Friday.

**REGISTERED APPRENTICES**

Wages per hour

1000 hours terms at the following percentage of Journeyworker's wage Class B:

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

Supplemental Benefits per hour worked

	07/01/2024	07/01/2025
All terms	\$ 27.25	\$ 28.35

1-158 BCT

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**Operating Engineer - Heavy&Highway** **02/01/2025**

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**JOB DESCRIPTION** Operating Engineer - Heavy&Highway **DISTRICT 8**

**ENTIRE COUNTIES**  
 Putnam, Westchester

**PARTIAL COUNTIES**  
 Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 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 the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

**WAGES**

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane, (Crawler, Truck),  
 Dragline, Drill Rig (Casa Grande, Cat, or Similar), Floating Crane (Crane on Barges) under 100 tons, Gin Pole, Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger (Truck or Truck Mounted), Boat Captain, Bulldozer-All Sizes, Central Mix Plant Operator, Chipper (all types), Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader (Motor Grader), Elevator & Cage (Materials or Passenger), Excavator (and all attachments), Front End Loaders (1 1/2 yards and over), High Lift Lull and similar, Hoist (Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer (Material), Jack and Bore Machine, Log Skidders, Mill Machines, Mucking Machines, Overhead Crane, Paver (concrete), Post Pounder (of any type), Push Cats, Road Reclaimer, Robot Hammer (Brokk or similar), Robotic Equipment (Scope of Engineer Schedule), Ross Carrier and similar, Scrapers (20 yard struck and over), Side Boom, Slip Form Machine, Spreader (Asphalt), Trenching Machines (Telephies-Vermeer Concrete Saw), Tractor Type Demolition Equipment, Vacuum Truck. Vibratory Roller(Riding) or Roller used in mainline paving operations.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver (Asphalt).

GROUP II-A: Ballast Regulators, Compactor Self Propelled, Fusion Machine, Rail Anchor Machines, Roller (4 ton and over), Scrapers (20 yard struck and under).

GROUP II-B: Mechanic (Outside) All Types, Shop Mechanic.



GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler (High Pressure), Concrete Breaker (Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift (all types), Gas Tapping (Live), Hydroseeder, Loader (1 1/2 yards and under), Locomotive (all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher (Apprentice), Powerhouse Plant, Roller (under 4 ton), Sheer Excavator, Skid Steer/Bobcat, Stone Crusher, Sweeper (with seat), Well Drilling Machine.

GROUP IV: Service Person (Grease Truck), Deckhand.

GROUP IV-B: Conveyor Belt Machine (Truck Mounted), Heater (all types), Lighting Unit (Portable), Maintenance Engineer (For Crane Only), Mechanics Helper, Pump (Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck (Sewer Jet or Similar), Welders Helper, Welding Machine (Steel Erection), Well Point System.

GROUP V: All Tower Cranes-All Climbing Cranes and all cranes of 100-ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged, Hoist Engineer (Steel), Engineer-Pile Driver, Jersey Spreader, Pavement Breaker/Post Hole Digger.

WAGES: Per hour: 07/01/2024

Group I	\$ 68.63
Group I-A	60.42
Group I-B	63.70
Group II-A	57.84
Group II-B	59.67
Group III	56.81
Group IV	51.57
Group IV-B	44.19
Group V	
Engineer All Tower, Climbing and	
Cranes of 100 Tons	77.82
Hoist Engineer(Steel)	70.41
Engineer(Pile Driver)	75.13
Jersey Spreader, Pavement Breaker (Air	
Ram)Post Hole Digger	59.19

Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour over the rate listed in the Wage Schedule. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour over the rate listed in the Wage Schedule. Loader and Excavator Operators: over 5 cubic yards capacity \$0.50 per hour over the rate listed in the Wage Schedule. Shovel Operators: over 4 cubic yards capacity \$1.00 per hour over the rate listed in the Wage Schedule.

**SHIFT WORK**

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts on all government mandated off-shift work

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker:	\$ 34.85 up
	to 40 Hours
	After 40 hours
	\$ 25.55* PLUS
	\$ 1.25 on all
	hours worked

\*This amount is subject to premium

**OVERTIME PAY**

See (B, E, P, \*R, \*\*U) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

Overtime..... See ( 5, 6, 8, 15, 25, 26 ) on OVERTIME PAGE

\* For Holiday codes 8,15,25,26 code R applies

\*\* For Holiday Codes 5 & 6 code U applies

Note: If employees are required to work on Easter Sunday they shall be paid at the rate of triple time.

**REGISTERED APPRENTICES**

(1)year terms at the following rate.

1st term	\$ 30.21
2nd term	36.25

3rd term 42.30  
4th term 48.34  
Supplemental Benefits per hour:  
  
26.85

8-137HH

**Operating Engineer - Heavy&Highway**

**02/01/2025**

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

**WAGES**

**NOTE:**

--- In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.

--- If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C

**CLASSIFICATION A1\*:** All Cranes that require a NYS Crane License; tower cranes(including self erecting)\*\*, hydraulic cranes, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom trucks, cherry pickers, overhead cranes (gantry or saddle type), truck cranes

**CLASSIFICATION A:**

Asphalt Curb Machine (Self Propelled, Slipform), Asphalt Paver, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Blacktop Roller, Boom truck, GPS operated Bull Dozer, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self Propelled, Slipform), Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose Hydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, PB-4 and similar type, Power Grader, Profiler/Milling Machine (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Rotating Telehandler, Scraper (Including Challenger Type), Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn BeltType Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

**CLASSIFICATION B:**

Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (Non-Automated), Blast or Rotary Drill (Truck or Tractor Mounted), Brokk, Boring Machine, Cage Hoist, Central Mix Plant [(Non-Automated) and All Concrete Batching Plants], Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, Hi Pressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Material handling knuckle boom, Mini Excavator (under 18,000 lbs.), Mixer (for stabilized base self-propelled), Monorail Machine, Plant Engineer, Prentice Loader, Profiler/Milling Machine (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vacuum machine (mounted or towed), Vermeer saw (ride on, any size or type), Welder, Winch, Winch Cat

**CLASSIFICATION C:**

A Frame Winch Hoist on Truck, Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving Machine (ride on), Ballast Regulator(Ride-on), Boiler (used in conjunction with production), Bituminous Heater (self-propelled), Boat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16' and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill (Core and Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunit Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinus Widener, Roller (Grade and Fill), Scarifier (ride-on), Shell Winder, Skid steer loader (Bobcat or similar; including all attachments), Span-Saw (ride-on), Steam Cleaner, Tamper (ride-on), Tie Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point, and the following hands-off equipment: Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants and Heaters

WAGES per hour

07/01/2024

07/01/2025

Class A1*	\$ 57.90	\$ 60.30
Class A	54.90	57.30
Class B	53.99	56.39
Class C	51.42	53.82

**(\*) TONNAGE RATING PREMIUMS:**

- Cranes over 1000 tons, A1 rate plus \$7.00
- Cranes from 800-999 tons, A1 rate plus \$6.00
- Cranes from 600-799 tons, A1 rate plus \$5.00
- Cranes from 400-599 tons, A1 rate plus \$4.00
- Cranes from 200-399 tons, A1 rate plus \$3.00
- Cranes from 111-199 tons, A1 rate plus \$2.00
- Cranes from 65-110 tons, A1 rate plus \$1.50
- Cranes from 0-64 Tons, A1 rate only

NOTE: Additional value subject to same premiums as shown for OT

**(\*\*) Tower Cranes, A1 rate plus \$3.00 (no tonnage premiums apply)**

- Cranes in Luffer Configuration, A1 rate plus \$5.00
- Cranes with external ballast (tray or wagon), A1 rate plus \$5.00

NOTE: Additional value subject to same premiums as shown for OT

Additional \$2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection.

**SHIFT WORK**

Additional \$2.50 per hour for All Employees who work a single irregular work shift, of at least 5 consecutive days, starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

**SUPPLEMENTAL BENEFITS**

Per hour	07/01/2024	07/01/2025
Journeyworker	\$ 32.60	\$ 33.70

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

Note: If the holiday falls on Sunday, it will be observed on Monday. If the observed Monday Holiday is worked, pay shall be double time plus Holiday pay for time worked. If the Holiday falls on a Saturday and is worked pay shall be double time plus Holiday pay for time worked. If the Holiday falls on a Saturday employer can choose to observe the paid holiday Saturday or give Friday off with holiday pay.

**REGISTERED APPRENTICES**

Wages per hour

1000 hours terms at the following percentage of Journeyworker's wage Class B

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

Supplemental Benefits per hour worked	07/01/2024	07/01/2025
All Terms	\$ 27.45	\$ 28.30

1-158H/H Alb

**Operating Engineer - Heavy&Highway** **02/01/2025**

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway

**DISTRICT** 9

**ENTIRE COUNTIES**

Putnam, Westchester

**PARTIAL COUNTIES**

Dutchess: South of the North city line of Poughkeepsie

**WAGES**

- Party Chief - One who directs a survey party
- Instrument Man - One who runs the instrument and assists Party Chief
- Rodman - One who holds the rod and in general, assists the Survey Crew
- Categories cover GPS & Underground Surveying

Per Hour:	07/01/2024
Party Chief	\$ 84.94
Instrument Man	63.15
Rodman	53.43

**SUPPLEMENTAL BENEFITS**

Per Hour:	07/01/2024
All Categories	
Straight Time:	\$ 30.04* + \$7.64
Premium:	
Time & 1/2	\$ 45.06* + \$7.64
Double Time	\$ 60.08* + \$7.64
Non-Worked Holiday Supplemental Benefits:	\$ 21.83

**OVERTIME PAY**

See (B, \*E, Q) on OVERTIME PAGE  
\* Doubletime paid on all hours in excess of 8 hours on Saturday

**HOLIDAY**

Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE  
Overtime: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

9-15Dh

**Operating Engineer - Heavy&Highway - Tunnel**

**02/01/2025**

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway - Tunnel

**DISTRICT 8**

**ENTIRE COUNTIES**

Putnam, Westchester

**PARTIAL COUNTIES**

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 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 the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

**WAGES**

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane(Crawler, Truck), Dragline, Drill Rig Casa Grande(Cat or Similar), Floating Crane(Crane on Barge-Under 100 Tons), Hoist Engineer(Concrete/Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger(Truck or Truck Mounted), Boat Captain, Bull Dozer-all sizes, Central Mix Plant Operator, Chipper-all types, Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader(Motor Grader), Elevator & Cage(Materials or Passengers), Excavator(and all attachments), Front End Loaders(1 1/2 yards and over), High Lift Lull, Hoist(Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer(Material), Jack and Bore Machine, Log Skidder, Milling Machine, Moveable Concrete Barrier Transfer & Transport Vehicle, Mucking Machines. Overhead Crane, Paver(Concrete), Post Pounder of any type, Push Cats, Road Reclaimer, Robot Hammer(Brokk or similar), Robotic Equipment(Scope of Engineer Schedule), Ross Carrier and similar machines, Scrapers(20 yards struck and over), Side Boom, Slip Form Machine, Spreader(Asphalt), Trenching Machines, Telephies-Vermeer Concrete Saw, Tractor type demolition equipment, Vacuum Truck, Vibratory Roller (Riding) used in mainline paving operations.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver(Asphalt).

GROUP II-A: Ballast Regulators, Compactor(Self-propelled), Fusion Machine, Rail Anchor Machines, Roller(4 ton and over), Scrapers(20 yard struck and under).

GROUP II-B: Mechanic(outside)all types, Shop Mechanic.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler(High Pressure), Concrete Breaker(Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift(all types of power), Gas Tapping(Live), Hydroseeder, Loader(1 1/2 yards and under), Locomotive(all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher(Apprentice), Powerhouse Plant, Roller(under 4 ton), Sheer Excavator, Skidsteer/Bobcat, Stone Crusher, Sweeper(with seat), Well Drilling Machine.

GROUP IV-A: Service Person(Grease Truck), Deckhand.

GROUP IV-B: Conveyor Belt Machine(Truck Mounted), Heater(all types), Lighting Unit(Portable), Maintenance Engineer(for Crane only), Mechanics Helper, Pump(Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck(Sewer Jet or similar), Welding Machine(Steel Erection), Welders Helper.

GROUP V-A: Engineer(all Tower Cranes, all Climbing Cranes & all Cranes of 100 ton capacity or greater),Hoist Engineer(Steel-Sub Structure), Engineer-Pile Driver, Jersey-Spreader, Pavement breaker, Post Hole Digger

WAGES: (per hour)

07/01/2024

GROUP I	\$ 68.63
GROUP I-A	60.42
GROUP I-B	63.70
GROUP II-A	57.84
GROUP II-B	59.67
GROUP III	56.81
GROUP IV-A	51.57
GROUP IV-B	44.19
GROUP V-A	
Engineer-Cranes	77.82
Engineer-Pile Driver	75.13
Hoist Engineer	70.41
Jersey Spreader/Post Hole Digger	59.19

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects. Operators required to use two buckets pouring concrete on other than road pavement shall receive \$0.50 per hour over scale. Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour. Operators of shovels with a capacity over (4) cubic yards shall be paid an additional \$1.00 per hour. Operators of loaders with a capacity over (5) cubic yards shall be paid an additional \$0.50 per hour.

**SHIFT WORK**

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts on all government mandated off-shift work

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker:

\$ 34.85 up to  
40 hours  
After 40 hours  
\$25.55 plus  
\$1.25 on all  
hours worked

**OVERTIME PAY**

See (D, O, \*U, V) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

\* Note: For Holiday codes 5 & 6, code U applies. For Holiday codes 8, 15, 25, 26, code R applies.

Note: If employees are required to work on Easter Sunday, they shall be paid at the rate of triple time.

**REGISTERED APPRENTICES**

(1)year terms at the following rates:

1st term	\$ 30.21
2nd term	36.25
3rd term	42.30
4th term	48.34

Supplemental Benefits per hour:

All terms \$ 26.85

8-137Tun

**JOB DESCRIPTION** Operating Engineer - Marine Dredging

**DISTRICT** 4

**ENTIRE COUNTIES**

Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

**WAGES**

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:	07/01/2024
CLASS A1 Deck Captain, Leverman, Mechanical Dredge Operator, Licensed Tug Operator 1000HP or more.	\$ 45.26
CLASS A2 Crane Operator (360 swing)	40.33
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	39.14
CLASS B2 Certified Welder	36.84
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	35.83
CLASS C2 Boat Operator	34.68
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	28.81

**SUPPLEMENTAL BENEFITS**

Per Hour:  
THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	\$ 12.00 plus 7% of straight time wage, Overtime hours add \$ 0.63
All Class C & D	\$ 11.75 plus 7% of straight time wage, Overtime hours add \$ 0.50

**OVERTIME PAY**

See (B2, F, R) on OVERTIME PAGE

**HOLIDAY**

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

4-25a-MarDredge

**JOB DESCRIPTION** Operating Engineer - Survey Crew

**DISTRICT** 12

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.  
Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

**WAGES**

These rates apply to Building, Tunnel and Heavy Highway.

Per hour:

**SURVEY CLASSIFICATIONS:**

- Party Chief - One who directs a survey party.
- Instrument Person - One who operates the surveying instruments.
- Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2024

Party Chief	\$ 50.65
Instrument Person	46.54
Rod Person	34.55

Additional \$3.00/hr. for Tunnel Work  
Additional \$2.50/hr. for Hazardous Work Site

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 29.75
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**OVERTIME PAY**

See (B, E, P, \*X) on OVERTIME PAGE  
\*Note: \$25.10/Hr. Only for "ALL" premium hours paid when worked.

**HOLIDAY**

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

**REGISTERED APPRENTICES**

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2024

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

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 21.53 / PHP \$18.45
1001-2000	24.55 / " 20.45
2001-3000	27.58/ " 22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

**Operating Engineer - Survey Crew - Consulting Engineer**

**02/01/2025**

**JOB DESCRIPTION** Operating Engineer - Survey Crew - Consulting Engineer

**DISTRICT** 12

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.  
Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

**WAGES**

These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction

when performed under a Consulting Engineer Agreement.

Per hour:

**SURVEY CLASSIFICATIONS:**

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2024

Party Chief	\$ 50.65
Instrument Person	46.54
Rod Person	34.55

Additional \$3.00/hr. for Tunnel Work.

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

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 29.75
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**OVERTIME PAY**

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

\*Note: \$25.10/Hr. Only for "ALL" premium hours paid when worked.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2024

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

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 21.53 / PHP \$18.45
1001-2000	\$ 24.55 / " 20.45
2001-3000	\$ 26.98 / " 22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

**Operating Engineer - Survey Crew - Consulting Engineer**

**02/01/2025**

**JOB DESCRIPTION** Operating Engineer - Survey Crew - Consulting Engineer

**DISTRICT 9**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

**PARTIAL COUNTIES**

Dutchess: That part in Dutchess County lying South of the North City line of Poughkeepsie.

**WAGES**

Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour: 07/01/2024

Survey Classifications

Party Chief	\$ 49.39
Instrument Man	40.96
Rodman	35.63

**SUPPLEMENTAL BENEFITS**

Per Hour:

All Crew Members:	\$ 23.75
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**OVERTIME PAY**



OVERTIME:.... See ( B, E\*, Q, V ) ON OVERTIME PAGE.

\*Double-time paid on the 9th hour on Saturday.

**HOLIDAY**

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE  
 Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

9-15dconsult

**Operating Engineer - Tunnel**

**02/01/2025**

**JOB DESCRIPTION** Operating Engineer - Tunnel

**DISTRICT 7**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

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

**WAGES**

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine(Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel.

CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant(non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self-propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Vacuum Machine (mounted or towed); Welder; Winch; Winch Cat.

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

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

Per hour:	07/01/2024	07/01/2025
CLASS A	\$ 55.91	\$ 58.44
CLASS B	54.69	57.22
CLASS C	51.90	54.43
CLASS D	48.89	51.42

Additional \$5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection.

CRANES:

Crane 1: All cranes, including self-erecting.  
 Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over.  
 Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks.

Crane 1	\$ 59.91	\$ 62.44
Crane 2	58.91	61.44
Crane 3	57.91	60.44

**SUPPLEMENTAL BENEFITS**

Per hour:

\$ 25.05	\$ 25.90
+ 9.85*	+ 10.10*

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

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Sunday, it shall be observed on Monday.

**REGISTERED APPRENTICES**

WAGES:(1000) hours terms at the following percentage of Journeyworker's Class B wage.

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

SUPPLEMENTAL BENEFITS per hour: Same as Journeyworker

7-158-832TL.

**Painter**

**02/01/2025**

**JOB DESCRIPTION** Painter

**DISTRICT 1**

**ENTIRE COUNTIES**

Columbia, Dutchess, Greene, Orange, Sullivan, Ulster

**WAGES**

Per hour	07/01/2024	05/01/2025 Additional
Brush/Paper Hanger	\$ 38.81	\$ 1.99*
Dry Wall Finisher	38.81	1.99*
Lead Abatement	38.81	1.99*
Sandblaster-Painter	38.81	1.99*
Spray Rate	39.81	1.99*

(\*) To be allocated at later date.

See Bridge Painting rates for the following work:

Structural Steel, all work performed on tanks, ALL BRIDGES, towers, smoke stacks, flag poles. Rate shall apply to all of said areas from the ground up.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyworker	\$ 27.37
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**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour

Six (6) month terms at the following percentage of Journeyperson's wage

1st 50%	2nd 55%	3rd 65%	4th 75%	5th 85%	6th 95%
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Supplemental Benefits per hour worked

1st term	\$ 11.39
All others	27.37

1-155

**Painter - Bridge & Structural Steel**

**02/01/2025**

**JOB DESCRIPTION** Painter - Bridge & Structural Steel

**DISTRICT 8**

**ENTIRE COUNTIES**

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

**WAGES**

Per Hour:

STEEL:

Bridge Painting:	07/01/2024
	\$ 56.00
	+ 10.35*

ADDITIONAL \$7.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

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

\* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (50 hour cap).

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

**SHIFT WORK**

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker:	\$ 12.43
	+ 31.55*

\* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (50 hour cap).

**OVERTIME PAY**

See (B, F, R) on OVERTIME PAGE

**HOLIDAY**

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (4, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wage - Per hour:

Apprentices: (1) year terms.

1st year	\$ 22.40
	+ 4.14
2nd year	\$ 33.60
	+ 6.21
3rd year	\$ 44.80
	+ 8.28

Supplemental Benefits - Per hour:

1st year	\$ 1.16 + 12.62
2nd year	\$ 7.46 + 18.93
3rd year	\$ 9.94 + 25.24

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

8-DC-9/806/155-BrSS

**Painter - Line Striping** **02/01/2025**

**JOB DESCRIPTION** Painter - Line Striping

**DISTRICT 8**

**ENTIRE COUNTIES**

Albany, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Nassau, Orange, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

**WAGES**

Per hour:

Painter (Striping-Highway):	07/01/2024	04/01/2025	04/01/2026
Striping-Machine Operator*	\$ 34.12	\$ 35.49	\$ 36.93
Linerman Thermoplastic	41.12	42.74	44.44

Note: \* Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

**SHIFT WORK**

When directly specified in public agency or authority contract documents there shall be a 30% night shift premium pay differential for all work performed after 9:00pm and before 5:00am.

**SUPPLEMENTAL BENEFITS**

Per hour paid:

Journeyworker:			
Striping Machine Operator:	\$23.65	\$ 24.30	\$ 24.95
Linerman Thermoplastic:	23.65	24.30	24.95

**OVERTIME PAY**

See (B, B2, E2, F, S) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 20) on HOLIDAY PAGE  
 Overtime: See (5, 20) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

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

	07/01/2024	01/01/2025	04/01/2025	04/01/2026
1st Term:	\$ 16.00	\$ 16.50	\$ 16.50	\$ 16.50
2nd Term:	20.47	20.47	21.29	22.16
3rd Term:	27.30	27.30	28.39	29.54

Supplemental Benefits per hour:

All terms:	\$ 23.65	\$ 23.65	\$ 24.30	\$ 24.95
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8-1456-LS

**Painter - Metal Polisher** **02/01/2025**

**JOB DESCRIPTION** Painter - Metal Polisher

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

	07/01/2024
Metal Polisher	\$ 39.33
Metal Polisher*	40.43
Metal Polisher**	43.33

\*Note: Applies on New Construction & complete renovation

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

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2024

Journeyworker:  
 All classification \$ 12.79

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour:

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

	07/01/2024
1st year	\$ 19.67
2nd year	21.63
3rd year	23.60
1st year*	\$ 22.06
2nd year*	22.07
3rd year*	24.14
1st year**	\$ 22.17
2nd year**	24.13
3rd year**	26.10

\*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:

Per hour:

1st year	\$ 8.69
2nd year	8.69
3rd year	8.69

8-8A/28A-MP

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**Plumber** **02/01/2025**

**JOB DESCRIPTION** Plumber

**DISTRICT** 8

**ENTIRE COUNTIES**

Dutchess

**PARTIAL COUNTIES**

Delaware: Only the Townships of Middletown and Roxbury.

Ulster: Entire county (including Walkkill and Shawangunk Prisons in Town of Shawangunk) EXCEPT for remainder of Town of Shawangunk, and Towns of Plattekill, Marlboro, and Wawarsing.

**WAGES**

Per hour:	07/01/2024
Plumber & Steamfitter	\$ 59.35

**SHIFT WORK**

**SHIFT WORK:**

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker: \$ 43.61

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

(1)year terms at the following rates:

07/01/2024

1st year	\$ 22.71
2nd year	31.32
3rd year	36.34
4th year	43.55
5th year	50.12

Supplemental Benefits per hour:

1st year	\$ 18.45
2nd year	23.62
3rd year	27.42
4th year	31.72
5th year	35.00

8-21.2-SF

**Plumber - HVAC / Service**

**02/01/2025**

**JOB DESCRIPTION** Plumber - HVAC / Service

**DISTRICT** 8

**ENTIRE COUNTIES**

Dutchess, Putnam, Westchester

**PARTIAL COUNTIES**

Delaware: Only the townships of Middletown and Roxbury

Ulster: Entire County(including Wallkill and Shawangunk Prisons) except for remainder of Town of Shawangunk and Towns of Plattekill, Marlboro, and Wawarsing.

**WAGES**

Per hour: 07/01/2024

HVAC Service \$ 43.43  
+ \$ 4.47\*

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker HVAC Service  
\$ 30.39

**OVERTIME PAY**

See (B, F, R) on OVERTIME PAGE

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

HVAC SERVICE

(1)year terms at the following wages:

1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
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\$ 19.66	\$ 23.32	\$ 29.05	\$ 35.73	\$ 38.83
+\$2.43*	+\$2.76*	+\$3.31*	+\$3.96*	+\$4.21*

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

Supplemental Benefits per hour:

Apprentices	07/01/2024
1st term	\$ 21.47
2nd term	23.05
3rd term	24.76
4th term	27.13
5th term	28.81

8-21.1&2-SF/Re/AC

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**Plumber - Jobbing & Alterations** **02/01/2025**

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**JOB DESCRIPTION** Plumber - Jobbing & Alterations

**DISTRICT** 8

**ENTIRE COUNTIES**  
 Dutchess, Putnam, Westchester

**PARTIAL COUNTIES**  
 Ulster: Entire county (including Wallkill and Shawangunk Prisons in Town of Shawangunk) EXCEPT for remainder of Town of Shawangunk, and Towns of Plattekill, Marlboro, and Wawarsing.

**WAGES**  
 Per hour: 07/01/2024  
 Journeyworker: \$ 49.63

Repairs, replacements and alteration work is any repair or replacement of a present plumbing system that does not change existing roughing or water supply lines.

**SHIFT WORK**  
 When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

**SUPPLEMENTAL BENEFITS**  
 Per hour:  
 Journeyworker \$ 36.44

**OVERTIME PAY**  
 See (B, \*E, E2, Q, V) on OVERTIME PAGE  
 \*When used as a make-up day, hours after 8 on Saturday shall be paid at time and one half.

**HOLIDAY**  
 Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**  
 (1) year terms at the following wages:

1st year	\$ 21.35
2nd year	23.73
3rd year	25.87
4th year	36.28
5th year	38.34

Supplemental Benefits per hour:

1st year	\$ 12.11
2nd year	14.21
3rd year	18.38
4th year	24.86
5th year	26.96

8-21.3-J&A

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**Roofer** **02/01/2025**

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**JOB DESCRIPTION** Roofer

**DISTRICT** 9

**ENTIRE COUNTIES**

Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

**WAGES**

Per Hour: 07/01/2024

Roofer/Waterproofer \$ 48.50  
 + \$7.00\*

\* This portion is not subjected to overtime premiums.

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

**SUPPLEMENTAL BENEFITS**

Per Hour: \$ 31.87

**OVERTIME PAY**

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

**HOLIDAY**

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

( 1 ) year term apprentices indentured prior to 01/01/2023

	1st	2nd	3rd	4th
	\$ 16.97	\$ 24.25	\$ 29.10	\$ 36.37
		+ 3.50*	+ 4.20*	+ 5.26*
Supplements:				
	1st	2nd	3rd	4th
	\$ 4.10	\$ 16.17	\$ 19.31	\$ 24.02

\* This portion is not subjected to overtime premiums.

(1) year term apprentices indentured after 01/01/2023

	1st	2nd	3rd	4th	5th
	\$ 18.43	\$ 21.82	\$ 24.25	\$ 29.10	\$ 36.37
		+ 3.16*	+ 3.50*	+ 4.20*	+ 5.26
Supplements:					
	1st	2nd	3rd	4th	5th
	\$ 7.73	\$ 14.59	\$ 16.17	\$ 19.31	\$ 24.02

\* This portion is not subjected to overtime premiums.

9-8R

**Sheetmetal Worker**

**02/01/2025**

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT** 8

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

**WAGES**

SheetMetal Worker 07/01/2024  
 \$ 49.51  
 + 3.71\*

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

**SHIFT WORK**

For all NYS D.O.T. and other Governmental mandated off-shift work:  
 10% increase for additional shifts for a minimum of five (5) days

**SUPPLEMENTAL BENEFITS**

Journeyworker \$ 46.20

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

**REGISTERED APPRENTICES**



1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 20.20	\$ 20.81	\$ 23.12	\$ 25.42	\$ 27.74	\$ 30.08	\$ 32.86	\$ 35.63
+ 1.48*	+ 1.67*	+ 1.86*	+ 2.04*	+ 2.23*	+ 2.41*	+ 2.60*	+ 2.78*

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

Supplemental Benefits per hour:

**Apprentices**

1st term	\$ 18.07
2nd term	22.24
3rd term	24.71
4th term	27.21
5th term	29.67
6th term	32.12
7th term	34.12
8th term	36.15

8-38

**Sprinkler Fitter**

**02/01/2025**

**JOB DESCRIPTION** Sprinkler Fitter

**DISTRICT 1**

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

**WAGES**

Per hour 07/01/2024

Sprinkler \$ 53.34  
 Fitter

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyworker \$ 30.77

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 25.89	\$ 28.77	\$ 31.39	\$ 34.27	\$ 37.14	\$ 40.02	\$ 42.90	\$ 45.77	\$ 48.65	\$ 51.53

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 9.18	\$ 9.18	\$ 20.90	\$ 20.90	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15
									1-669.2

**Teamster - Building / Heavy&Highway**

**02/01/2025**

**JOB DESCRIPTION** Teamster - Building / Heavy&Highway

**DISTRICT 11**

**ENTIRE COUNTIES**

Dutchess, Orange, Rockland, Sullivan, Ulster

**WAGES**

GROUP 1: LeTourneau Tractors, Double Barrel Euclids, Athney Wagons and similar equipment (except when hooked to scrapers), I-Beam and Pole Trailers, Tire Trucks, Tractor and Trailers with 5 axles and over, Articulated Back Dumps and Road Oil Distributors, Articulated Water Trucks and Fuel Trucks/Trailers, positions requiring a HAZMAT CDL endorsement.

GROUP 1A: Drivers on detachable Gooseneck Low Bed Trailers rated over 35 tons.

GROUP 2: All equipment 25 yards and up to and including 30-yard bodies and cable Dump Trailers and Powder and Dynamite Trucks.

GROUP 3: All Equipment up to and including 24-yard bodies, Mixer Trucks, Dump Crete Trucks and similar types of equipment, Fuel Trucks, Batch Trucks and all other Tractor Trailers, Hi-Rail Truck.

GROUP 4: Tri-Axles, Ten Wheelers, Grease Trucks, Tillerman, Pattern Trucks, Attenuator Trucks, Water Trucks, Bus.

GROUP 5: Straight Trucks.

GROUP 6: Pick-up Trucks for hauling materials and parts, and Escort Man over-the-road.

WAGES: (per hour) 07/01/2024

GROUP 1	\$ 34.58
GROUP 1A	35.72
GROUP 2	34.02
GROUP 3	33.80
GROUP 4	33.69
GROUP 5	33.57
GROUP 6	33.57

**NOTE ADDITIONAL PREMIUMS:**

- Employees engaged in hazardous/toxic waste removal, on a State or Federally designated hazardous/toxic waste site, where the employee comes in contact with hazardous/toxic waste material and when personal protective equipment is required for respiratory, skin, or eye protection, the employee shall receive an additional 20% premium above the hourly wage.

**SHIFT WORK**

- On projects requiring an irregular shift a premium of 10% will be paid on wages. The premium will be paid for off-shift or irregular shift work when mandated by Governmental Agency.

**SUPPLEMENTAL BENEFITS**

Per hour:

First 40 hours	\$ 44.59
Over 40 hours	36.99

**OVERTIME PAY**

See (\*B, E, \*\*E2, \*\*\*P, X) on OVERTIME PAGE

\*Holidays worked Monday through Friday receive Double Time (2x) after 8 hours.

\*\*Makeup day limited to the employees who were working on the site that week.

\*\*\*Sunday Holidays are paid at a rate of double time and one half (2.5x) for all hours worked.

**HOLIDAY**

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

Overtime: See (\*1) on HOLIDAY PAGE

- Any employee working two (2) days in any calendar week during which a holiday occurs shall receive a days pay for each holiday occurring during said week. This provision shall also apply if a holiday falls on a Saturday or Sunday.

\*See OVERTIME PAY section for when additional premium is applicable on Holiday hours worked.

11-445B/HH

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**Teamster - Delivery - Building / Heavy&Highway**

**02/01/2025**

**JOB DESCRIPTION** Teamster - Delivery - Building / Heavy&Highway

**DISTRICT** 11

**ENTIRE COUNTIES**

Dutchess, Orange, Rockland, Sullivan, Ulster

**WAGES**

Group 1	Tractor Trailer Drivers
Group 2	Tri- Axle

Wages: 07/01/2024

Group 1	\$ 33.70
Group 2	29.70

Hazardous/Toxic Waste Removal additional 20% when personal protective equipment is required.

**SUPPLEMENTAL BENEFITS**

Per hour paid:

First 40 hours \$ 32.30  
Over 40 hours 0.00

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (5, 13, 15, 16, 20, 22, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 13, 15, 16, 20, 22, 25, 26) on HOLIDAY PAGE

- Employee must work either the scheduled day of work before or the scheduled day of work after the holiday in the workweek.

- Any employee working one (1) day in the calendar week during which a holiday occurs shall receive a day's pay for each holiday occurring during said week. This provision shall also apply if a holiday falls on a Saturday.

- When any of the recognized holidays occur on Sunday and are celebrated any day before or after the holiday Sunday, such days shall be considered as the holiday and paid for as such.

11-445 B/HH Delivery

**Welder**

**02/01/2025**

**JOB DESCRIPTION** Welder

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour 07/01/2024

Welder: To be paid the same rate of the mechanic performing the work.\*

\*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

**OVERTIME PAY**

**HOLIDAY**

1-As Per Trade

## Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- ( AA ) Time and one half of the hourly rate after 7 and one half hours per day
- ( A ) Time and one half of the hourly rate after 7 hours per day
- ( B ) Time and one half of the hourly rate after 8 hours per day
- ( B1 ) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.  
Double the hourly rate for all additional hours
- ( B2 ) Time and one half of the hourly rate after 40 hours per week
- ( B3 ) Time and one half of the hourly rate after 40 straight hours per week
- ( C ) Double the hourly rate after 7 hours per day
- ( C1 ) Double the hourly rate after 7 and one half hours per day
- ( D ) Double the hourly rate after 8 hours per day
- ( D1 ) Double the hourly rate after 9 hours per day
- ( E ) Time and one half of the hourly rate on Saturday
- ( E1 ) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- ( E2 ) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E3 ) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- ( E4 ) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E5 ) Double time after 8 hours on Saturdays
- ( F ) Time and one half of the hourly rate on Saturday and Sunday
- ( G ) Time and one half of the hourly rate on Saturday and Holidays
- ( H ) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- ( I ) Time and one half of the hourly rate on Sunday
- ( J ) Time and one half of the hourly rate on Sunday and Holidays
- ( K ) Time and one half of the hourly rate on Holidays
- ( L ) Double the hourly rate on Saturday
- ( M ) Double the hourly rate on Saturday and Sunday
- ( N ) Double the hourly rate on Saturday and Holidays
- ( O ) Double the hourly rate on Saturday, Sunday, and Holidays
- ( P ) Double the hourly rate on Sunday
- ( Q ) Double the hourly rate on Sunday and Holidays
- ( R ) Double the hourly rate on Holidays

- ( S ) Two and one half times the hourly rate for Holidays
- ( S1 ) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- ( T ) Triple the hourly rate for Holidays
- ( U ) Four times the hourly rate for Holidays
- ( V ) Including benefits at SAME PREMIUM as shown for overtime
- ( W ) Time and one half for benefits on all overtime hours.
- ( X ) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

## Holiday Codes

### PAID Holidays:

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

### OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- ( 1 ) None
- ( 2 ) Labor Day
- ( 3 ) Memorial Day and Labor Day
- ( 4 ) Memorial Day and July 4th
- ( 5 ) Memorial Day, July 4th, and Labor Day
- ( 6 ) New Year's, Thanksgiving, and Christmas
- ( 7 ) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- ( 8 ) Good Friday
- ( 9 ) Lincoln's Birthday
- ( 10 ) Washington's Birthday
- ( 11 ) Columbus Day
- ( 12 ) Election Day
- ( 13 ) Presidential Election Day
- ( 14 ) 1/2 Day on Presidential Election Day
- ( 15 ) Veterans Day
- ( 16 ) Day after Thanksgiving
- ( 17 ) July 4th
- ( 18 ) 1/2 Day before Christmas
- ( 19 ) 1/2 Day before New Years
- ( 20 ) Thanksgiving
- ( 21 ) New Year's Day
- ( 22 ) Christmas
- ( 23 ) Day before Christmas
- ( 24 ) Day before New Year's
- ( 25 ) Presidents' Day
- ( 26 ) Martin Luther King, Jr. Day
- ( 27 ) Memorial Day
- ( 28 ) Easter Sunday

( 29 )      Juneteenth

**New York State Department of Labor - Bureau of Public Work  
State Office Building Campus  
Building 12 - Room 130  
Albany, New York 12226**

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

**This Form Must Be Typed**

Submitted By:

(Check Only One)

Contracting Agency

Architect or Engineering Firm

Public Work District Office

Date:

**A. Public Work Contract to be let by:** (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address  (Check if new or change)

Telephone

Fax

E-Mail:

2. NY State Units (see Item 5).

01 DOT

02 OGS

03 Dormitory Authority

04 State University  
Construction Fund

05 Mental Hygiene  
Facilities Corp.

06 OTHER N.Y. STATE UNIT

07 City

08 Local School District

09 Special Local District, i.e.,  
Fire, Sewer, Water District

10 Village

11 Town

12 County

13 Other Non-N.Y. State  
(Describe)

3. SEND REPLY TO  (check if new or change)  
Name and complete address:

Telephone

Fax

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR  
THIS PROJECT :

OFFICE USE ONLY

**B. PROJECT PARTICULARS**

5. Project Title \_\_\_\_\_

Description of Work \_\_\_\_\_

Contract Identification Number \_\_\_\_\_

Note: For NYS units, the OSC Contract No. \_\_\_\_\_

6. Location of Project:

Location on Site \_\_\_\_\_

Route No/Street Address \_\_\_\_\_

Village or City \_\_\_\_\_

Town \_\_\_\_\_

County \_\_\_\_\_

7. Nature of Project - Check One:

1. New Building

2. Addition to Existing Structure

3. Heavy and Highway Construction (New and Repair)

4. New Sewer or Waterline

5. Other New Construction (Explain)

6. Other Reconstruction, Maintenance, Repair or Alteration

7. Demolition

8. Building Service Contract

8. OCCUPATION FOR PROJECT :

Construction (Building, Heavy  
Highway/Sewer/Water)

Tunnel

Residential

Landscape Maintenance

Elevator maintenance

Exterminators, Fumigators

Fire Safety Director, NYC Only

Fuel Delivery

Guards, Watchmen

Janitors, Porters, Cleaners,  
Elevator Operators

Moving furniture and  
equipment

Trash and refuse removal

Window cleaners

Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding? YES  NO

10. Name and Title of Requester

**Signature**





NEW YORK STATE DEPARTMENT OF LABOR  
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE  
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

**Debarment Database:** To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://apps.labor.ny.gov/EDList/searchPage.do>

**For inquiries please call 518-457-5589.**



**NYS DOL Bureau of Public Work Debarment List 01/31/2025**

**Article 8**

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	****5784	A.J.M. TRUCKING, INC.		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL		AKHLAQ OULAKH		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL	****8387	AMERICAN PAVING & MASONRY, CORP.		8 FOREST AVE GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL	****8654	AMERICAN PAVING, INC.		8 FORREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO STANCO		8 FOREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTHONY MONGELLI		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	DOL		B&L RENOVATION CO.		618 OCEAN PARKWAY APT A6BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	NYC	****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL	****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL	****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
DOL	DOL	****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTI ON	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC	****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	NYC		CHARLES ZAHRADKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	****2281	CORRAO TRUCKING, INC.		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027

**NYS DOL Bureau of Public Work Debarment List 01/31/2025**

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DOL	DOL	****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARWIN PEGUESE		6400 BALTIMORE NATIONAL SUITE 602CANTONSVILLE NY 21228	10/24/2024	10/24/2029
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL	****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL		EMIL KISZKO		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	****3298	EMJACK CONSTRUCTION CORP.		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	****3298	EMJACK CONSTRUCTION LLC		4192 SIR ANDREW CIRCLE DOYLESTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	****2998	G.E.M. AMERICAN CONSTRUCTION CORP.		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		GIOVANNI NAPOLITANO		2501 BAYVIEW AVENUE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DA	****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DA	****4760	GTX CONSTRUCTION ASSOCIATES, CORP		2501 BAYVIEW AVE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	****2397	ISLAND BREEZE MARINE, INC.		6400 BALTIMORE NATIONAL CANTONSVILLE MD 21228	10/24/2024	10/24/2029
DOL	DOL	****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027

**NYS DOL Bureau of Public Work Debarment List 01/31/2025**

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DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028

**NYS DOL Bureau of Public Work Debarment List 01/31/2025**

**Article 8**

DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KEAN INDUSTRIES, LLC		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		KMA GROUP II, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	****1833	KMA GROUP INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN		2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	AG	****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MAQSOOD AHMAD		618 OCEAN PKWY BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL	****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL	****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NELCO CONTRACTING, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027

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DOL	DOL	****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTION, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	NYC	****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PETER STEVENS		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL	****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL	****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DA	****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL		ROBBYE BISSEAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL	****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DA	****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	NYC	****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL	****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DA		SILVANO TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DOL	****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC	****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003

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DOL	DOL	****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL	****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED MUHAMMAD S. JAFRI A/K/A SHARRUKH JAFRI		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL	****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	****2426	THE MATRUKH GROUP, INC.		4307 28TH AVE PO BOX 9082ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBASHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	****2426	VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL		VINCENT CORRAO		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL	****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL		WILLIAM SCRIVENS		4192 SIR ANDREW CIRCLE DOYELSTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028



## SECTION 01 11 00

### CONTROL OF WORK AND MATERIALS

#### PART 1 – GENERAL

Not Used.

#### PART 2 – PRODUCTS

Not Used.

#### PART 3 – EXECUTION

##### 3.01 HAULING, HANDLING AND STORAGE OF MATERIALS:

- A. Contract No. 3 – Construction shall include all installation of the court fencing as described in the plans and specifications which includes unloading and temporary storage and protection of all delivered materials on site until installed in final location shall be included in bid price.
1. The Contractor shall, at his own expense, handle and haul all materials furnished by him and shall remove any of his surplus materials at the completion of the work.
  2. The Contractor shall provide suitable and adequate storage for equipment and materials furnished by him that are liable to injury and shall be responsible for any loss of or damage to any equipment or materials by theft, breakage, or otherwise.
  3. All excavated materials and equipment to be incorporated in the Work shall be placed so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the work. Materials and equipment shall be kept neatly piled and compactly stored in such location as will cause a minimum of inconvenience to public travel and adjoining owners, tenants and occupants.
  4. The Contractor shall be responsible for all damages to the work under construction during its progress and until final completion and acceptance even though partial payments have been made under the Contract.

3.02 OPEN EXCAVATIONS (if required by work):

- A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The Contractor shall, at his own expense, provide suitable and safe means for completely covering all open excavations and for accommodating travel when work is not in progress.
- B. The length of open trench will be controlled by the particular surrounding conditions but shall always be confined to the limits prescribed by the Owner's Representative.
- C. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, then special construction procedures shall be taken, such as limiting the length of trench and prohibiting stocking excavated material in the street.
- D. All street excavations shall be completely closed at the end of each workday. Backfilling or use of steel plates of adequate strength to carry traffic shall be used.

3.03 MAINTENANCE OF TRAFFIC:

- A. Contractor shall separate construction traffic as required from daily public traffic of the park area unless permission to close the access is received in writing from the proper authority, all excavated materials and equipment shall be placed so that vehicular and pedestrian traffic may be safely maintained at all times.
- B. Nothing contained herein shall be construed as relieving the Contractor of any of his responsibilities for protection of persons and property under the terms of the Contract.

3.04 CARE AND PROTECTION OF PROPERTY:

The Contractor shall be responsible for the preservation of all public and private property and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be promptly restored by the Contractor, at his expense, to a condition similar or equal to that existing before the damage was done, to the satisfaction of the Owner's Representative.

3.05 PROTECTION AND RELOCATION OF EXISTING STRUCTURES AND UTILITIES:

- A. All existing buildings, utilities, pipes, poles, wires fences, curbing, property line markers and other structures which the Owner's Representative decides must be preserved in place without being temporarily or permanently relocated, shall be carefully supported and protected from damage by the contractor. Should such

property be damaged, it shall be restored by the Contractor, at no additional cost to the Owner.

- B. The Contractor shall determine the location of all underground structures and utilities (including existing water services, drain lines, electrical lines, and sewers). Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by Contractor.
- C. When fences interfere with the Contractor's operations, he shall remove and (unless otherwise specified) promptly restore them as directed by the Owner.
- D. On paved surfaces the Contractor shall not use or operate tractors, bulldozers, or other power-operated equipment with treads or wheels which are shaped so as to cut or otherwise damage such surfaces.
- E. All property damaged by the Contractor's operations shall be restored to a condition at least equal to that in which it was found immediately before work was begun. Suitable materials and methods shall be used for such restoration.
- F. Restoration of existing property and structures shall be carried out as promptly as practicable and shall not be left until the end of the construction period.

### 3.06 REJECTED MATERIALS AND DEFECTIVE WORK:

- A. Materials furnished by the Contractor and condemned by the Owner's Representative as unsuitable or not in conformity with the specifications shall forthwith be removed from the work by the Contractor, and shall not be made use of elsewhere in the work.
- B. Any errors, defects or omissions in the execution of the work or in the materials furnished by the Contractor, even though they may have been passed or overlooked or have appeared after the completion of the work, discovered at any time before the final payment is made hereunder, shall be forthwith rectified and made good by and at the expense of the Contractor and in a manner satisfactory to the Owner's Representative.
- C. The Contractor shall reimburse the Owner for any expense, losses or damages incurred in consequence of any defect, error, omission or act of the Contractor or his employees, as determined by the Owner's Representative, occurring previous to the final payment.

### 3.07 SANITARY REGULATIONS:

Sanitary conveniences for the use of all persons employed on the work, properly screened from public observation, shall be provided in sufficient numbers in such manner and at such locations as may be approved. The contents shall be removed and disposed of in a

satisfactory manner as the occasion requires. The Contractor shall rigorously prohibit the committing of nuisances within, on or about the work. Any employees found violating these provisions shall be discharged and not again employed on the work without the written consent of the Owner's Representative. The sanitary conveniences specified above shall be the obligation and responsibility of the Contractor.

3.08 SAFETY AND HEALTH REGULATIONS:

This project is subject to the Safety and Health regulations of the U.S. Department of Labor set forth in 29 CFR, Part 1926, and to the New York State Department of Labor, Division of Safety and Health "Industrial Code Rule No. 23". Contractors shall be familiar with the requirements of these regulations.

3.09 SITE INVESTIGATION:

The Contractor acknowledges that he has satisfied himself as to the conditions existing at the site of the work, the type of equipment required to perform this work, the quality and quantity of the materials furnished insofar as this information is reasonably ascertainable from an inspection of the site, as well as from information presented by the drawings and specifications made a part of this contract. Any failure of the Contractor to acquaint himself with available information will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner assumes no responsibility for any conclusion or interpretation made by the Contractor on the basis of the information made available by the Owner.

3.10 WEATHER PROTECTION:

The General Contractor shall install weather protection and shall furnish adequate heat in the area so protected during the months of November through March. Other protection from weather for exteriors walls and roofs as stated in the latest revision of the Building Code of New York State.

3.11 ELECTRIC SERVICE:

- A. The Contractor shall make all necessary applications and arrangements and pay for all fees and charges for electrical energy for power and light necessary for the proper completion of this contract during its entire progress. The Contractor shall provide and pay for all temporary wiring, switches, connections, and meters.
- B. There shall be sufficient electric lighting so that all work may be done in a workmanlike manner where there is not sufficient daylight.

3.12 HAZARDOUS WASTE:

Should the Contractor, while performing work under this contract, uncover hazardous materials, as defined in New York State Hazardous Waste Regulations in 6 NYCRR parts

370 – 374 and 376, they shall immediately notify the Owner’s Representative. The Contractor is not, and has no authority to act as, a handler, generator, operator or disposer of hazardous or toxic substances found or identified at the site, and the Owner shall undertake all such functions.

END OF SECTION



## SECTION 01 12 16

### SCOPE AND SEQUENCE OF WORK

#### PART 1 – GENERAL

##### 1.01 WORK INCLUDED:

- A. Contract shall include all demolition and installation work as specified in the contract drawings. Anticipated notice to proceed for the work will be released on or about April 7<sup>th</sup>, 2025, commencing with the submittal phase of materials to be installed under said contract.

South Avenue Park Court Fencing Improvements, shall be solely responsible for the entire installation of the athletic court fencing, complete. This includes but not limited to providing all labor, tools, demolition required to install all of equipment supplied under the contract and any and all other incidental demolition and installation work as identified in the project drawings, including but not limited to clearing and preparing the site for construction, installation of erosion and sediment control devices, and construction of court fencing.

##### 1.02 RELATED WORK:

- A. SECTION 01 11 00 – CONTROL OF WORK AND MATERIALS.

#### PART 2 – PRODUCTS

Not used.

#### PART 3 – EXECUTION

##### 3.01 GENERAL:

- A. The Contractor shall be responsible for scheduling its activities and the activities of any subcontractors involved, to meet the completion date, or milestones, established for the contract. Scheduling of the work shall be coordinated with the Owner and Owner's Representative.
- B. The Construction Sequence Requirements shall be used by the Contractor to form a complete schedule for the project, which shall be coordinated with the Owner and Owner's Representative. Prior to performing any work at the site, the Contractor

shall submit a detailed plan to the Owner's Representative for review. The plan shall describe the proposed sequence, methods, and timing of the work.

3.02 CONSTRUCTION SEQUENCING REQUIREMENTS:

- A. Construction shall commence promptly on or about April 7<sup>th</sup>, 2025 and be substantially complete by June 20<sup>th</sup>, 2025.

END OF SECTION



SECTION 01 14 00

SPECIAL PROVISIONS

PART 1 - GENERAL

Not used.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

3.01 WATER FOR CONSTRUCTION PURPOSES:

- A. In locations where water is in sufficient supply, the Contractor may be allowed to use water for construction purposes. The express approval of the Owner shall be obtained before water is used. Waste of water by the Contractor shall be sufficient cause for withdrawing the privilege of unrestricted use. Should the contractor waste or misuse the water provided by the Owner, the Owner may at their discretion charge for the water wasted at the current district usage rates.

3.02 PIPE LOCATION:

Pipe shall be located substantially as indicated on drawings. The Owner reserves the right, acting through the Owner's Representative, to make such modifications as may be deemed desirable to avoid interference with existing structures or for other reasons.

3.03 DIMENSIONS OF EXISTING STRUCTURES:

Where the dimensions and locations of existing structures are of critical importance in the installation or connections of new work, the Contractor shall verify such dimensions and locations in the field before the fabrication of any material or equipment that is dependent on the correctness of such information.

3.04 OCCUPYING PRIVATE PROPERTY:

The Contractor shall not enter upon nor occupy with men, equipment or materials any property outside of the Owner's property, except with the written consent of the property owner or property owner's agent.

### 3.05 EXISTING UTILITY LOCATIONS – CONTRACTOR’S RESPONSIBILITY:

- A. The location of existing underground services and utilities shown on the drawings is based on available records. It is not warranted that all existing utilities and services are shown, or that shown locations are correct. The Contractor shall be responsible for having the utility companies locate their respective utilities on the ground prior to excavating.
- B. To satisfy the requirements of New York law, Part 753 – Protection of Underground Facilities, the Contractor shall, at least 2 days (48 hours) and no earlier than 10 days, exclusive of Saturdays, Sundays, and holidays, prior to excavation in the proximity of telephone, gas, cable television and electric utilities, notify the utilities concerned by calling "DIG SAFELY, NEW YORK" at telephone number: 1-888-962-7962 or 811.
- C. The Contractor shall coordinate all work involving utilities and shall satisfy himself as to the existing conditions of the areas in which he is to perform his work. He shall conduct and arrange his work so as not to impede or interfere with the work of other contractors working in the same or adjacent areas.

### 3.06 COORDINATION OF WORK:

The Contractor shall be responsible for coordinating his own work as well as that of any subcontractors. He shall be responsible for notification of the Owner’s Representative when each phase of work is expected to begin and the approximate completion date.

### 3.07 TIME FOR COMPLETION OF CONTRACT:

The time for completion of this contract is stipulated in the Form of/for General Bid. The Bidder shall base his bid on completing the proposed work by the completion date stipulated in Bidder Instructions.

### 3.08 MAINTENANCE OF TRENCH SURFACE:

After backfilling and compacting the trench, the Contractor shall be responsible for keeping the ground surface dry and passable at all times until the surface has been restored to original conditions.

### 3.09 CONTRACTOR’S REPRESENTATIVE:

The Contractor shall designate a representative who will be available to respond to emergency calls by the Owner at any time day and night and on weekends and holidays should such a situation arise.

3.10 HOURS OF CONSTRUCTION ACTIVITY:

- A. The Contractor shall conduct all construction activity between 7:00 a.m. and 4:00 p.m., Monday through Friday. No construction work shall be allowed on Saturdays, Sundays or Holidays without written authorization from the Owner.

END OF SECTION



## SECTION 01 14 19.16

### DUST CONTROL

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION:

- A. This Section specifies requirements for controlling dust generated during work of this Contract. Work activities requiring special attention to dust control include earthwork demolition, stockpiling, compacting, loading and removal of demolition debris from the site, and earthwork.
- B. The Contractor is responsible for control of dust at all times during work of this Contract, 24 hours per day, 7 days per week, including non-working hours, weekends, and holidays.

##### 1.02 BASIS OF PAYMENT

- A. The lump sum price for improvements shall constitute full compensation for furnishing all labor, materials, tools and equipment and constructing the project, complete as specified herein this section which shall be performed.

#### PART 2 - PRODUCTS

##### 2.01 DUST SUPPRESSION AGENTS:

- A. Dust suppression wetting agents shall be water soluble, non-toxic, non-reactive, non-volatile, and non-foaming.
- B. Soil stabilizer shall be a sprayable organic or inorganic tackifier.

##### 2.02 BARRIERS, SCREENS, AND COVERS:

- A. Wind screens shall be a durable fabric mesh of 50 percent porosity, attached to demolition site fence.
- B. Wind barriers shall be solid wood fences, solid durable fabric attached to temporary site fence, or other solid barriers intended to block the passage of wind.
- C. Covers for stockpiles shall be plastic tarps. Contaminated soil covers shall be 20-mil. polyethylene sheeting or 10-mil. nylon reinforced polyethylene sheeting. The stockpile shall be placed on 40 mil. polyethylene sheeting.

### 2.03 CALCIUM CHLORIDE:

- A. Calcium chloride shall conform to the requirements of AASHTO-M 144, Type I or Type II and Specification for Calcium Chloride, ASTM D98. The calcium chloride shall be packaged in moisture proof bags or in airtight drums with the manufacturer, name of product, net weight, and percentage of calcium chloride guaranteed by the manufacturer legibly marked on each container.
- B. Calcium chloride failing to meet the requirements of the aforementioned specifications or that which has become caked or sticky in shipment, may be rejected by the Owner's Representative.

### 2.04 WATER:

- A. Water shall not be brackish and shall be free from oil, acid, and injurious alkali or vegetable matter.

## PART 3 - EXECUTION

### 3.01 CONSTRUCTION SITE DUST CONTROL – GENERAL:

- A. Wet suppression shall be used to provide temporary control of dust. Several applications per day may be necessary to control dust depending upon meteorological conditions and work activity. The Contractor shall apply wet suppression on a routine basis as necessary or required by the Owner's Representative, to control dust. At a minimum, wet suppression shall be applied to demolition debris, excavated material, aggregate piles, and exposed soils and dirt.
  - 1. Wet suppression consists of the application of water or a wetting agent in solution with water. Ensure wetting agent is not used on plantable soils.
  - 2. Wet suppression equipment shall consist of sprinkler pipelines, tanks, tank trucks, or other devices capable of providing regulated flow, uniform spray, and positive shut-off.
  - 3. Water may be sprinkler applied with equipment including a tank with gauge-equipped pressure pump and a nozzle-equipped spray bar.
  - 4. Water shall be dispersed through the nozzle under a minimum pressure of 20 pounds per square inch, gauge pressure.

5. The Contractor shall provide the necessary means to retain on-site all water runoff generated by dust control and dispose of such water in accordance with the requirements of the appropriate regulatory agencies. The Contractor shall be responsible for providing water, a means of disposal, necessary permits, and all appurtenances required to control dust.
- B. Calcium chloride shall be used to control dust instead of wet suppression when freezing conditions exist. Calcium chloride shall be uniformly applied by a mechanical spreader at 1 ½ pounds per square yard, unless otherwise required by the Owner's Representative. Ensure vegetation or soil to be used for vegetation is not treated.
- C. The use of petroleum products for dust suppression is prohibited in this Contract.
- D. Provide wind screens and wind barriers in locations where they would be effective in minimizing wind erosion and spread of dust. Locations shall be submitted as part of the Contractor's Dust Control Plan. The Contractor shall keep wind screens and barriers in good repair for the life of the Contract.
- E. The Contractor is responsible for daily clean-up of paved areas affected by the work of this Contract. A wet spray power vacuum street sweeper shall be used on paved areas. Dry power sweeping is prohibited.

### 3.02 CONTROL OF EARTHWORK DUST:

- A. During batch drop operations (i.e., earthwork with front-end loader, clamshell bucket, or backhoe) the free drop height of excavated or aggregate material shall be reduced as much as practical to minimize the generation of dust.
- B. To prevent spills during transport, freeboard space shall be maintained between the material load and the top of the truck cargo bed rail.

### 3.03 CONTROL OF STOCKPILE DUST:

- A. The Contractor shall use the following methods to control dust and wind erosion of active and inactive stockpiles:
  1. Wet suppression without wetting agent during active stockpile load-in, load-out, and maintenance activities.
  2. Soil stabilizers applied to the surface of inactive stockpiles.
  3. Polyethylene tarps on stockpiles shall be placed both below and on top of stockpiles and secured with sandbags or an equivalent method to prevent the cover from being dislodged by the wind. The Contractor shall repair or

replace covers whenever damaged or dislodged, at no additional cost to the Owner.

4. The tarps shall be bermed 12-inches high at all edges to prevent any infiltration of storm water or exfiltration of leachate.

B. The methods to be used shall be submitted to the Owner's Representative as part of the Dust Control Plan.

#### 3.04 DEMOLITION DUST CONTROL MEASURES:

A. The Contractor shall use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in the air to the lowest practical level. Sufficient water shall be supplied for the cutting operations, demolition-related debris, and site compacting to meet Federal, State, and local air-quality regulations and to minimize dust during demolition.

B. Closed chutes shall be used for the handling of debris. Dropping or throwing of debris is prohibited.

C. Debris shall not be stockpiled. Debris shall be removed promptly from the site.

D. During transport of debris, the truck cargo area shall be securely covered.

END OF SECTION



## SECTION 01 33 23

### SUBMITTALS

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED:

- A. The Contractor shall provide the Owner's Representative with submittals as required by the contract documents.

##### 1.02 RELATED WORK:

- A. Divisions 1 – 48 of these specifications that require submittals.

#### PART 2 - PRODUCTS

Not used.

#### PART 3 - EXECUTION

##### 3.01 GENERAL:

- A. As required by the General Conditions, Contractor shall submit a schedule of shop and working drawing submittals.
- B. The Contractor shall submit the shop and working drawing submittals either electronically or hard copy.

##### 3.02 ELECTRONIC SUBMITTALS:

- A. In accordance with the accepted schedule, the Contractor shall submit promptly to the Owner's Representative by email (grieshoberj@wseinc.com) one electronic copy in Portable Document Format (PDF) of shop or working drawings required as noted in the specifications, of equipment, structural details and materials fabricated especially for this Contract.
- B. Each electronic copy of the shop or working drawing shall be accompanied by the Owner's Representative standard shop drawing transmittal form, included as Exhibit 1 of this section (use only for electronic submittals), on which is a list of the drawings, descriptions and numbers and the names of the Owner, Project, Contractor and building, equipment or structure.
- C. The Contractor shall receive a shop drawing memorandum with the Owner's Representative approval or comments via email.

### 3.03 HARD COPY SUBMITTALS:

- A. In accordance with the accepted schedule, the Contractor shall submit promptly to the Owner's Representative, by mail (to Weston & Sampson, PE, LS, LA, Architects, PC, 1 Winners Circle, Suite 130, Albany, New York 12205), one (1) copy each of shop or working drawings required as noted in the specifications, of equipment, structural details and materials fabricated especially for this Contract.
- B. Each shipment of drawings shall be accompanied by the Owner's Representative (if applicable) standard shop drawing transmittal form on which is a list of the drawings, descriptions and numbers and the names of the Owner, Project, Contractor and building, equipment or structure.

### 3.04 SHOP AND WORKING DRAWINGS:

- A. Shop and working drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish of shop coat, grease fittings, etc., depending on the subject of the drawings. When it is customary to do so, when the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator as correct for this Contract.
- B. All shop and working drawings shall be submitted to the Owner's Representative by and/or through the Contractor, who shall be responsible for obtaining shop and working drawings from his subcontractors and returning reviewed drawings to them. All shop and working drawings shall be prepared on standard size, 24-inch by 36-inch sheets, except those, which are made by changing existing standard shop or working drawings. All drawings shall be clearly marked with the names of the Owner, Project, Contractor and building, equipment or structure to which the drawing applies, and shall be suitably numbered. Each shipment of drawings shall be accompanied by the Owner's Representative (if applicable) standard shop drawing transmittal form on which is a list of the drawings, descriptions and numbers and the names mentioned above.
- C. Only drawings that have been prepared, checked and corrected by the fabricator should be submitted to the Contractor by his subcontractors and vendors. Prior to submitting drawings to the Owner's Representative, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the Contract Documents in all respects. Shop drawings shall be reviewed and marked with the date, checker's name and indication of the Contractor's approval, and only then shall be submitted to the Owner's Representative. Shop drawings unsatisfactory to the Contractor shall be returned directly to their source for correction, without submittal to the Owner's Representative. Shop drawings submitted to the Owner's Representative without the Contractor's approval stamp and signature will be rejected. Any deviation from the Contract Documents indicated on the shop drawings must be identified

on the drawings and in a separate submittal to the Owner's Representative, as required under subsection 6.17 Shop Drawings and Samples; D. Submittal Procedures, Paragraph 3 of the 1996 General Conditions.

- D. The Contractor shall be responsible for the prompt submittal and resubmittal, as necessary, of all shop and working drawings so that there will be no delay in the work due to the absence of such drawings.
- E. The Owner's Representative will review the shop and working drawings as to their general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Corrections of comments made on the drawings during the review do not relieve the Contractor from compliance with requirements of the Contract Documents. The Contractor is responsible for: confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner. The review of the shop drawings is general and shall not relieve the Contractor of the responsibility for details of design, dimensions, code compliance, etc., necessary for interfacing with other components, proper fitting and construction of the work required by the Contract and for achieving the specified performance. The Owner's Representative will review submittals two times: once upon original submission and a second time if the Owner's Representative requires a revision or corrections. The Contractor shall reimburse the Owner amounts charged to the Owner by the Owner's Representative for performing any review of a submittal for the third time or greater.
- F. With few exceptions, shop drawings will be reviewed and returned to the Contractor within 30 days of submittal.
- G. No material or equipment shall be purchased or fabricated especially for this Contract nor shall the Contractor proceed with any portion of the work, the design and details of which are dependent upon the design and details of equipment or other features for which review is required, until the required shop and working drawings have been submitted and reviewed by the Owner's Representative as to their general conformance and compliance with the project and its Contract Documents. All materials and work involved in the construction shall then be as represented by said drawings.
- H. Two copies of the shop and working drawings and/or catalog cuts will be returned to the Contractor. The Contractor shall furnish additional copies of such drawings or catalog cuts when he needs more than two copies or when so requested.

### 3.05 SAMPLES:

- A. Samples specified in individual Sections include, but are not necessarily limited to, physical examples of the work such as sections of manufactured or fabricated

work, small cuts or containers of materials, complete units of repetitively-used products, color/texture/pattern swatches and range sets, specimens for coordination of visual effect, graphic symbols, and units of work to be used by the Owner's Representative or Owner for independent inspection and testing, as applicable to the work.

- B. The number of samples submitted shall be as specified. Submittal and processing of samples shall follow the procedures outlined for shop and working drawings unless the specifications call for a field submittal or mock-up.
- C. Acceptance of samples will be acknowledged via a copy of the transmittal noting status. When samples are not acceptable, prompt resubmittal will be required.

### 3.06 OPERATING AND MAINTENANCE MANUALS AND SPARE PARTS LISTS:

- A. Where reference is made in technical specification sections to operating and maintenance manuals and/or spare parts lists, the Contractor shall submit four copies to the Owner's Representative for review in accordance with the instructions furnished under "Shop and Working Drawings." If the submittal is complete and does not require any changes, an acknowledgement (copy of transmittal) will be returned noting status. If the submittal is incomplete or does require changes, corrections, additions, etc., two copies of the submittal will be returned with a copy of transmittal noting status. Four copies of the final operating and maintenance manuals and/or spare parts list shall be delivered to the Owner's Representative prior to or with the equipment when it is delivered to the job site. For systems requiring field adjustment and balancing, such as heating and ventilating, the Contractor shall submit separate test results and adjustment data on completion of the work, to be incorporated into the system manual.
- B. The information included in the manual shall be as described in the specification sections, but as a minimum shall contain clear and concise instructions for operating, adjusting, lubricating and maintaining the equipment, an exploded assembly drawing identifying each part by number and a listing of all parts of the equipment, with part numbers and descriptions required for ordering spare parts. Spare parts lists shall include recommended quantity and price.
- C. Operating and maintenance manuals shall be in durable loose-leaf binders, on 8½-inch by 11-inch paper, with diagrams and illustrations either on 8½-inch by 11 inch or multiple foldouts. The instructions shall be annotated to indicate only the specific equipment furnished. Reference to other sizes or models of similar requirement shall be deleted or neatly lined out.

END OF SECTION

EXHIBIT 1 TO SECTION 01 33 23 SUBMITTALS  
SHOP DRAWING TRANSMITTAL FORM

<b>Shop Drawing Transmittal</b>		<b>Weston &amp; Sampson</b>	
<p><b>Instruction for Preparing Transmittal</b>            No action will be taken on any item unless accompanied by this form.            TRANSMITTAL NOS. to be consecutive (1, 2, 3, etc.).            Each resubmittal of same item shall use same number with suffix letter (A, B, etc.).            SPEC. SECT. NO. Only one spec. section no. to each transmittal.            DESCRIPTION: Complete identification of document or group of documents.            SOURCE: Originator of document(s) being submitted.</p>		<p>DRAWING NO: Identification of document(s).            CONTRACT DRAWING REFERENCE: Contract drawing number(s) showing details of document(s).            SPECIAL INSTRUCTIONS: Special cases and emergencies, changes in distribution and special handling requests, etc. should be entered here.            SIGNATURE OF CONTRACTOR: Signature of individual who reviews and approves material prior to submittal to engineer.</p>	
THIS SECTION TO BE COMPLETED BY CONTRACTOR			
TRANSM. NO.	SPEC. SECT. NO.	DATE	CONTRACTORS JOB NO. W&S JOB NO.
PROJECT NAME & CONTRACT NO.		LOCATION	
T O	Weston & Sampson PE, LS, LA, Architects, P.C. 1 Winners Circle, Suite 130 Albany, New York 12205	F R O M	
THIS SECTION TO BE COMPLETED BY W&S			
ITEM NO.	DESCRIPTION	SOURCE	DRAWING NO. CATALOG NO. BROCHURE, ETC.
1			
2			
3			
4			
THIS CERTIFIES THAT ALL ITEMS SUBMITTED HEREWITH HAVE BEEN CHECKED BY THE CONTRACTOR, ARE IN CONFORMANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, EXCEPT AS NOTED, AND ARE APPROVED BY THE CONTRACTOR FOR THIS PROJECT.		SIGNATURE & TITLE	
THIS SECTION TO BE COMPLETED BY W&S			
ACTION CODE:		Weston & Sampson	
1. NO EXCEPTIONS TAKEN		a. INSTALLATION SHALL PROCEED ONLY WHEN ACTION CODE IS 1 OR 2	
2. MAKE CORRECTIONS NOTED		b. ACTION CODED 3 SHALL BE RESUBMITTED WITHIN TIME LIMIT SET IN CONTRACT	
3. AMEND AND RESUBMIT		c. REVIEW DOES NOT RELIEVE CONTRACTOR FROM RESPONSIBILITY OF COMPLIANCE WITH ALL REQUIREMENTS OF THE CONTRACT DOCUMENTS	
4. REJECTED- SEE REMARKS		5. ACKNOWLEDGEMENT	
6. SUBMITTAL NOT REQUIRED, RETURNED WITHOUT REVIEW			

## SECTION 01 74 13

### CLEANING UP

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION:

The Contractor must employ at all times during the progress of his work adequate cleanup measures and safety precautions to prevent injuries to persons or damage to property. The Contractor shall immediately, upon request by the Owner's Representative provide adequate material, equipment and labor to cleanup and make safe any and all areas deemed necessary by the Owner's Representative.

##### 1.02 BASIS OF PAYMENT

The lump sum price for improvements shall constitute full compensation for furnishing all labor, materials, tools and equipment and constructing the project, complete as specified herein this section which shall be performed.

##### 1.03 RELATED WORK:

- A. SECTION 00 72 00 STANDARD GENERAL CONDITIONS.
- B. SECTION 01 11 00 CONTROL OF WORK AND MATERIALS.
- C. SECTION 01 14 00 SPECIAL PROVISIONS.

#### PART 2 - PRODUCTS

Not Used.

#### PART 3 - EXECUTION

##### 2.01 DAILY CLEANUP:

- A. The Contractor shall clean up, at least daily, all refuse, rubbish, scrap and surplus material, debris and unneeded construction equipment resulting from the construction operations and sweep the area. The site of the work and the adjacent areas affected thereby shall at all times present a neat, orderly and workmanlike appearance.
- B. Upon written notification by the Owner's Representative, the Contractor shall within 24 hours clean up those areas, which in the Owner's Representative's

opinion are in violation of this section and the above referenced sections of the specifications.

- C. If in the opinion of the Owner's Representative, the referenced areas are not satisfactorily cleaned up, all other work on the project shall stop until the cleanup is satisfactory.

#### 2.02 MATERIAL OR DEBRIS IN DRAINAGE FACILITIES:

- A. Where material or debris has washed or flowed into or has been placed in existing watercourses, ditches, gutters, drains, pipes, structures, such material or debris shall be entirely removed and satisfactorily disposed of during progress of the work, and the ditches, channels, drains, pipes, structures, and work shall, upon completion of the work, be left in a clean and neat condition.

#### 2.03 REMOVAL OF TEMPORARY BUILDINGS, STRUCTURES AND EQUIPMENT:

- A. On or before completion of the work, the Contractor shall, unless otherwise specifically directed or permitted in writing, tear down and remove all temporary buildings and structures built by him; shall remove all temporary works, tools and machinery or other construction equipment furnished by him; shall remove all rubbish from any grounds which he has occupied; shall remove silt fences and hay bales used for trapping sediment; and shall leave the roads and all parts of the property and adjacent property affected by his operations in a neat and satisfactory condition.

#### 2.04 RESTORATION OF DAMAGED PROPERTY:

- A. The Contractor shall restore or replace, when and as directed, any property damaged by his work, equipment or employees, to a condition at least equal to that existing immediately prior to the beginning of operations. To this end the Contractor shall do as required all necessary highway or driveway, walk and landscaping work. Materials, equipment, and methods for such restoration shall be as approved by the Owner's Representative.

#### 2.05 FINAL CLEANUP:

- A. Before acceptance by the Owner, the Contractor shall perform a final cleanup to bring the construction site to its original or specified condition. This cleanup shall include removing all trash and debris off of the premises. Before acceptance, the Owner's Representative shall approve the condition of the site.
- B. Before acceptance by the Owner, the Contractor shall perform a final cleanup to bring the building to a "like new" condition. This cleanup shall include removing all trash and debris from the premises; sweeping and mopping of all floors; washing of all walls, windows and doors; cleaning and polishing of all finish metal surfaces;



cleaning of all equipment, utilizing proper solvents for removal of oil and grease; cleaning of dirt and debris out of all mechanical and electrical cabinets; and all other related work required to render the building suitable for use. Before acceptance, the Owner's Representative shall approve the condition of the building.

END OF SECTION



SECTION 01 78 00

PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This Section covers administrative and procedural requirements for closing out the project, including, but not limited to:
  - 1. Project as-built documents
  - 2. Checkout and Certification
  - 3. Startup and Testing
  - 4. Final Cleaning
  - 5. Substantial Completion
  - 6. Closeout Procedures
  - 7. Final Completion
  - 8. Correction/Warranty Period
- B. Closeout checklist to be completed by the Owner's Representative.

1.02 RELATED WORK:

- A. General Requirements in their entirety.
- B. SECTION 01 74 13 CLEANING UP
- C. Technical Specifications within the Project Drawings.

1.03 AS-BUILT DOCUMENTS:

- A. Contractor shall maintain on site, separate from the documents used for construction, one set of the documents listed below, and as construction progresses, shall legibly record on these documents all changes made during construction.
  - 1. Contract Drawings.
  - 2. Specifications.

3. Addenda.
  4. Change Orders and other Modifications to the Contract.
  5. Reviewed shop drawings, product data, and samples.
  6. Written interpretations and clarifications.
  7. Field Orders.
  8. Field test reports properly verified.
- B. The completed set of as-built documents shall be submitted to the Owner's Representative with the final Application for Payment.

#### 1.04 CHECKOUT AND CERTIFICATIONS:

- A. Prior to checkout and certifications the following tasks shall be completed:
1. Construction shall be complete. For this purpose, completion of construction is defined as follows:
    - a. The Contractor has completed construction and erection of the work in conformance with the Contract Drawings and Specifications.
    - b. The Contractor has installed and adjusted operating equipment, systems, or facilities, as applicable, as defined by the manufacturers' erection, installation, operation and maintenance instructions.
  2. All shop drawings shall have final approval.
  3. All shop tests shall be complete and approved test results submitted to the Owner's Representative.

#### 1.05 START-UP AND TESTING:

- A. Prior to start-up the following tasks shall be complete:
1. All checkout and certifications shall be satisfactorily completed,
  2. All operations and maintenance manuals shall be approved,
  3. All preliminary training by the manufacturer's representative shall be completed,

4. An approved start-up procedure shall be in place.

#### 1.06 FINAL CLEANING:

- A. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.
  1. Clean the site, including landscape development areas of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to smooth, even textured surfaces.
  2. Remove waste and surplus materials, rubbish, fencing equipment, temporary utilities and construction facilities from the site, unless otherwise required by the Owner's Representative.
  3. Comply with requirements of Section 01 74 13 – Cleaning Up.

#### 1.07 SUBSTANTIAL COMPLETION:

- A. Substantial Completion is officially defined in the General and Supplementary Conditions. The date of substantial completion will be certified by the Owner's Representative. This date will not be certified until the following requirements have been satisfied by the Contractor:
  1. All Contract requirements are coordinated into a fully operational system. All individual units of equipment and treatment are fully operative and performing at specified efficiencies. Where efficiencies are not specified, performance shall meet acceptable standards for the particular unit.
  2. All field tests have been satisfactorily completed and reports forwarded to the Owner's Representative.
  3. All final training has been completed by the manufacturers' representatives.
  4. All spare parts and lubricants have been satisfactorily delivered to the Owner. Spare parts are for the exclusive use of the Owner when the facility has been turned over. Contractor is responsible for all maintenance and repair materials required until the facility is accepted by the Owner.

#### 1.08 CLOSEOUT PROCEDURES:

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and is complete in accordance with Contract Documents and ready for Owner's Representative's and Owner's inspection.

- B. Accompany Owner's Representative and Owner on inspection to verify conformance with the Contract Documents. Prepare a punch list of work items that have been determined by inspection to not conform to Contract Documents. Punch list items shall include work items that are missing, incomplete, damaged, incorrect items, or improperly installed or constructed. The Contractor shall correct the punch list deficiencies by re-work, modifications, or replacement, as appropriate, until the items conform to the Contract Documents. The initial punch list shall be produced by the Contractor, with copies to the Owner's Representative and Owner. When the Contractor has reduced the number of deficient items to a reasonable level, the Owner's Representative will develop a definitive punch list for the use of the Contractor.
- C. Provide submittals to Owner's Representative that are required by governing or other authorities.
- D. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due. The Contractor shall submit the following documents with or prior to Final Application for Payment: Set of as-built documents, Contract Completion and Acceptance Certificate, Consent of Surety to Final Payment, Release and Waiver of Liens and Claims, Affidavit of Payment of Debts and Claims, and remaining releases, waivers, warranties/guarantees, and all other data required by the Contract Documents.

1.09 FINAL COMPLETION:

- A. Prior to final completion, the following tasks shall be completed:
  - 1. All items in the punch list shall be completed.
  - 2. All Contract closeout documentation shall be submitted to and accepted by the Owner's Representative.

1.10 CORRECTION/WARRANTY PERIOD:

- A. During the correction period, the Contractor shall correct all deficiencies in equipment and materials.
- B. During the warranty period, the Contractor shall perform all corrective work on warranty deficiencies.
- C. Corrective work will be identified by the Owner's Representative or Owner, as appropriate. The Contractor will be notified of the item(s) requiring corrective work.
- D. The Contractor shall begin work on all corrective work within ten days of being notified of the deficiency by the Owner's Representative and shall then work

continuously until the deficiency is corrected. Upon completion of the corrective work, the Contractor shall submit a letter report to the Owner's Representative describing the deficiency and the corrective action that was taken.

- E. The Contractor shall coordinate all corrective work with the Owner's Representative and/or the Owner.

## PART 2 – PRODUCTS

Not Used.

## PART 3 – EXECUTION

Not Used.

END OF SECTION





## SECTION 02 10 00

### TREE PROTECTION AND TRIMMING

#### PART 1 – GENERAL

##### 1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

##### 1.02 WORK INCLUDED

- A. This section includes the protection and trimming of trees that are to remain but interfere with, or are affected by, execution of the Work, whether temporary or new construction.

##### 1.03 RELATED SECTIONS

- A. SECTION 31 25 00 SEDIMENT AND EROSION CONTROL.

##### 1.04 QUALITY ASSURANCE

- A. Tree Pruning Standards: Comply with the National Arborist Association's "Pruning Standards for Shade Trees" except where more stringent requirements are indicated.

#### PART 2 - PRODUCTS

##### 2.01 MATERIALS

- A. Drainage Fill: Selected crushed stone, or crushed or uncrushed gravel, washed, ASTM D448, size 24, with 90 to 100 percent passing a 2½ inch (63-mm) sieve and not more than 10 percent passing a ¾ inch (19-mm) sieve.
- B. Topsoil: As per Specification Section 32 91 13: Soil Preparation and Soil Mixes.
- C. Filter Fabric: Manufacturer's standard, non-woven, pervious, geotextile fabric of polypropylene, nylon, or polyester fibers.

#### PART 3 - EXECUTION

##### 3.01 PREPARATION

- A. Temporary Protection: Provide temporary fencing, barricades, or other suitable guards located outside the drip line (outer perimeter of branches) to protect remaining trees and other plants from damage.
- B. Protect tree root systems from damage due to noxious materials caused by run-off or spillage while mixing, placing, or storing construction materials. Protect root systems from flooding, eroding, or excessive wetting caused by dewatering operations.
- C. Do not store construction materials, debris, or excavated material within the drip line of remaining trees. Do not permit vehicles or foot traffic within the drip line and prevent soil compaction over root systems.
- D. Do not allow fires.

### 3.02 EXCAVATION

- A. Install shoring or other protecting support systems to minimize sloping or benching of excavations.
- B. Do not excavate within tree drip line, unless otherwise indicated.
- C. Where excavation for new construction is required within tree drip lines, hand excavate to minimize damage to root systems. Use narrow-tine spading forks and comb soil to expose roots.
  - 1. Relocate roots in backfill areas wherever possible. If encountering large, main lateral roots, expose beyond excavation limits as required to bend and relocate without breaking. If encountered immediately adjacent to location of new construction and relocation is not practical, cut roots approximately 3 inches (75 mm) back from new construction.
  - 2. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition and temporarily support and protect roots from damage until they are permanently relocated and covered with earth.
- D. Where utilities trenches are required within tree drip lines, tunnel under or around the roots by drilling, auger boring, pipe jacking, or digging by hand.
  - 1. Root Pruning: Do not cut main lateral roots to tap roots; cut only smaller roots that interfere with installation of new work. Cut roots with sharp pruning instruments; do not break or chop.

### 3.03 REGRADING

- A. Grade Lowering: Where new finish grade is indicated below existing grade around trees, slope grade beyond tree drip line. Maintain existing grades within tree drip lines.
  - 1. Root Pruning: Prune tree roots exposed during grade lowering. Do not cut main lateral roots to tap roots; cut only smaller roots. Cut roots cleanly with sharp pruning instruments; do not break or chop.
- B. Minor Fill: Where existing grade is 6 inches (150 mm) or less below elevation of finish grade shown, fill with topsoil. Place topsoil in a single uncompacted layer and hand grade to required finish elevations.
- C. Moderate Fill: Where existing grade is more than 6 inches (150 mm) but less than 12 inches (300 mm) below finish grade elevation, place a layer of drainage fill, filter fabric, and a final layer of topsoil on existing grade.
  - 1. Carefully place drainage fill against tree trunk approximately 2 inches (50 mm) above finish grade elevation and extend not less than 18 inches (450 mm) from tree trunk on all sides. For balance of area within drip line perimeter, place drainage fill to an elevation 6 inches (150 mm) below grade.
  - 2. Place filter fabric with overlapping edges of 6 inches (150 mm) minimum.
  - 3. Place fill layer of topsoil to finish grade. Do not compact drainage fill or topsoil. Hand grade to required finish elevations.

### 3.04 TREE PRUNING

- A. If required, prune remaining trees to compensate for root loss caused by damaging or cutting root system as directed by the Owner's Representative in accordance with accepted horticultural practices.
- B. Cut branches with sharp pruning instruments; do not break or chop.

### 3.05 TREE REPAIR AND REPLACEMENT

- A. Promptly repair trees damaged by construction operations to prevent progressive deterioration.
  - 1. Provide new trees of size and species selected by the Owner's Representative when trees over 6 inches (150 mm) in caliper, measured 12 inches (300 mm) above grade, are required to be replaced, due to abuse/damage/neglect of contractor.

3.06 DISPOSAL OF WASTE MATERIALS

- A. Burning on Owner's Property: Burning is not permitted on Owner's property.
- B. Disposal: Remove excess excavated material, displaced trees, and excess chips from Owner's property.

END OF SECTION

## SECTION 02 21 13

### SITE SURVEY

#### PART 1 - GENERAL

1.01 RELATED DOCUMENTS: Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.02 SUMMARY

A. This Section includes the following:

1. Layout for all site work performed by a licensed surveyor.
2. Maintaining site control.
3. Preparing record drawings showing all new utilities and building additions.
4. Locate property and/or easement lines, building or other facilities that could affect construction.

#### 1.03 DEFINITIONS

A. Licensed Surveyor: Registered in state where project is located and accepted by the Owner.

#### 1.04 SUBMITTALS

A. Copies of the following will be made available to the Owner's Representative upon request throughout the project. Give the original to the Owner for his permanent files no later than two weeks after Contract completion.

1. Establish, maintain, and have available for review by the Owner's Representative, throughout term of Contract, legible, comprehensive and complete survey notes, computations, sketches, drawings and similar records kept in a conventional format that is acceptable to the Owner's Representative.
2. Record Plans or As Builts of all site improvements performed under this Contract. Using the same design system(s), the level accuracy of Record Plans or As Builts will be equal to that intended on design plans. All data on design plans will be verified or changed to reflect As Built conditions.

3. All calculations and field notes required to reestablish or modify the original control.

#### 1.05 QUALITY ASSURANCE

- A. All survey calculations of field work, where the accuracy could affect construction or the original design intent, shall be performed under the supervision of a Surveyor licensed in the state of the project. If requested by the Owner's Representative, the Contractor shall have the portion of survey in question certified that the work was done under the supervision of a licensed Surveyor in the applicable state.
- B. Perform survey work in accordance with recognized professional surveying practices, complying with local and state laws, rules and regulations. Ensure work performed by qualified personnel acceptable to Owner's Representative.
- C. Maintain Project Survey field work in a condition such that it can be checked by the Owner's Representative and provide assistance in carrying out these checks. Checking by the Owner's Representative does not relieve the responsibilities of this Contract.

#### 1.06 PROJECT CONDITIONS

- A. No protected areas, site improvements, off-site areas or any areas to remain will be permanently marked or damaged without written consent of the Owner's Representative.
- B. All stake-out placed for installation of or performance of site improvements will be maintained in a manner to allow the Owner's Representative to perform construction observation.

### PART 2 - PRODUCTS

#### 2.01 EQUIPMENT

- A. Surveying instruments and equipment used in performing the Project Survey shall be of the type(s) appropriate for the application at hand and shall be kept in acceptable calibration and good working order.

#### 2.02 MATERIALS

- A. All temporary materials used in field shall be weather resistant and of standard quality.
- B. All permanent materials incorporated into the project shall be a type that prevents movement from freeze-thaw, minor contact or other expected occurrences and is

found to be acceptable by the Owner and local or state authority. When possible, use material specified on the Drawings.

### PART 3 - EXECUTION

#### 3.01 FIELD

- A. All survey layout work shall be tied or referenced to the control survey data shown on the plans or supplied by the Owner's Representative. The existing control shall be maintained in its original condition throughout the term of the Contract. If alteration of the original baseline condition is unavoidable, notify the Owner's Representative of this situation and present a plan and procedure to the Owner's Representative for review to remedy this alteration. Bring any error, apparent discrepancy in or absence of control survey data provided, to the Owner's Representative's attention for resolution.
- B. At the direction of the Owner, establish, stake and reference all rights-of-way, easement limits, and building corners, and where required, stake under the direction of a licensed Land Surveyor. The licensed Land Surveyor shall, through the Contractor, present to the Owner's Representative a certificate with the professional's seal in an acceptable format that such information has been accomplished under his or her direction.
- C. At all times maintain the project survey field work in a condition such that it can be reviewed by the Owner's Representative and render reasonable assistance to the Owner's Representative in carrying out such checks. However, reviewing by the Owner's Representative does not relieve the Contractor of his responsibilities under this Item.
- D. Assume sole responsibility for obtaining right of entry to properties, other than those properties on which the Owner has obtained easements with surface rights, for the purpose of conducting layout and survey work.

#### 3.02 RECORD DRAWINGS/AS BUILT DRAWINGS

- A. Upon completion of the work under this Item, present a certificate to the Owner's Representative attached to the As-built drawings, stating that all of the facilities shown on the Drawings or as may be added, deleted, or altered upon review of the Owner's Representative, have been located in accordance with such Drawings or approved modifications thereof.

END OF SECTION





## SECTION 03 30 00

### CAST-IN-PLACE CONCRETE

#### PART 1 – GENERAL

##### 1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of contract, including general and supplementary conditions and Division 1 specification sections, apply to this section.
- B. Concrete footings and surfaces are specified in Division 32.

##### 1.02 DESCRIPTION OF WORK

- A. This section specifies cast-in-place concrete, including formwork, reinforcing, mix design, placement procedures, and finishes.

##### 1.03 QUALITY ASSURANCE

- A. Reference Standards:
  - 1. ACI 117 "Specification for Tolerances for Concrete Construction and Materials."
  - 2. ACI 211.1 "Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete."
  - 3. ACI 301 "Specifications for Structural Concrete for Buildings."
  - 4. ACI 303 "Guide to Cast-in-Place Architectural Concrete Practice."
  - 5. ACI 304 "Guide for Measuring, Mixing, Transporting, and Placing Concrete."
  - 6. ACI 305 "Hot-Weather Concreting."
  - 7. ACI 306 "Cold-Weather Concreting."
  - 8. ACI 311 "ACI Manual of Concrete Inspection" and "Guide for Concrete Plant Inspection and Testing of Ready-Mixed Concrete."
  - 9. ACI 315 "Details and Detailing of Concrete Reinforcement."
  - 10. ACI 318 "Building Code Requirements for Structural Concrete."
  - 11. ACI 347 "Guide to Formwork for Concrete."

12. ACI SP-15 "Field Reference Manual." A copy of this publication shall be kept in the field office at all times during concrete construction.
  13. CRSI "Manual of Standard Practice."
  14. NYSDOT "Standard Specification for Construction and Materials."
- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C 94M requirements for production facilities and equipment.
1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- C. Source Limitations: To minimize irregularities in appearance or color, obtain cementitious materials of the same brand from the same manufacturer's plant. Obtain aggregates, admixtures, and water for each type of concrete construction exposed to view in completed project from same source for duration of that type of construction.

#### 1.04 MATERIAL EVALUATION/QUALITY CONTROL

- A. Preconstruction Testing: Contractor shall employ Testing Agency acceptable to Owner's Representative and Owner to perform material evaluation tests and evaluate concrete mixes prior to submitting (as deemed necessary).
1. Testing Agency shall be qualified according to ASTM C 1077 and ASTM E329.
- B. Require concrete supplier to provide delivery tickets for each truckload of concrete. Tickets shall be presented to and reviewed by Contractor or Testing Agency prior to discharging concrete.
1. Tickets shall contain project identification name, name of Contractor, name of concrete supplier, location of batch plant, date and time of concrete batching, truck number, delivery ticket number, concrete type and class, concrete mix number, design compressive strength at 28 days, concrete mix proportions and materials, and amount of total mix design water that can be added at site prior to discharging into structure if total mix design water was not used when batched. See Part 3 of this section for maximum water amount that can be added at site.
- C. The Registered Design Professionals (RDPs) for Engineering and Owner will visit construction site at appropriate intervals to determine if work is in general conformance with Contract Documents and specifications. Notify RDPs 48 hours before anticipated time of completion of reinforcement for a given section of work

so they may determine if site observations are required. If site observations are required, do not place concrete until RDPs have had opportunity to observe reinforcement.

## 1.05 CONCRETE TESTING

- A. Testing Agency shall sample and test concrete as follows:
1. Verify use of required design mix.
  2. Sample and test concrete during placement as follows. Test shall be taken at point of discharge into structure:
    - a. Record specific locations where concrete was placed.
    - b. For each truck, record time concrete is batched as shown in truck ticket, time placement begins/sample time, and time truck is emptied.
    - c. For each truck, sample fresh concrete in accordance with ASTM C 172, except modified for slump to comply with ASTM C 94.
    - d. For each truck, perform slump test in accordance with ASTM C 143. Perform two slump tests for pumped concrete; one at truck and one at point of discharge.
    - e. For normal-weight concrete, measure air content in accordance with ASTM C 231, pressure method. Perform one test for each truck for air-entrained entrained concrete.
    - f. Record temperature of concrete for each truck. Test in-place concrete temperature hourly when ambient temperature is 40 degrees F and below and when 80 degrees F and above.
    - g. Record air temperature and general weather conditions (cloudy, windy, sunny, etc.).
    - h. Record unit weight of fresh normal-weight concrete in accordance with ASTM C 138. Perform one test for each 50 cubic yard of concrete.
    - i. Perform concrete compressive tests as follows:
      - I. Prepare compressive test specimens in accordance with ASTM C 31. Take a set of six 6 x 12 cylinders or nine 4 x 8 cylinders for each 50 cubic yards of concrete or each 5,000 square feet of slab area for each type of concrete. Store

undisturbed in insulated box during cold weather. Deliver to laboratory between 16 and 32 hours after making. Perform compressive tests in accordance with ASTM C 39: two 6 x 12 specimens (three 4 x 8 specimens) tested at 7 days, two 6 x 12 specimens (three 4 x 8 specimens) tested at 28 days, and two 6 x 12 specimens (three 4 x 8 specimens) retained for later testing if required.

- j. Perform additional testing as follows if required:
  - I. Take additional set of cylinders for compressive strength testing for each truck in which total time period between batching and completing placement has exceeded ACI-recommended, 90-minute-maximum time limit. Take additional cylinders within 10 minutes of placement completion.
  - II. Make additional tests of in-place concrete when test results indicate specified concrete strengths or other characteristics have not been attained in structure.
  - III. Perform tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42 or by other methods acceptable to Owner.
  - IV. Contractor shall reimburse Owner for cost of additional tests.

## 1.06 SUBMITTALS

### A. Shop Drawings:

- 1. Submit shop drawings for fabrication, bending, and placement of concrete reinforcement. Show bar sizes, lengths, material grade, schedules, spacing, diagrams of bent bars, arrangements of reinforcement, splices and laps, mechanical connections, and supports for reinforcement. Include special reinforcement required for openings through concrete.
  - a. Show elevations of reinforcement for all members at minimum 1/4 inch = 1 foot scale.
  - b. Show locations of construction and control joints.
  - c. Reference Contract Drawing number and addendum number in each shop drawing.

- d. Do not place reinforcing information from more than one design discipline (structural, civil, landscape) in each drawing.
- B. Mix Designs: Submit proposed mix designs for concrete 15 days minimum before start of concreting. Submittal must be in the Concrete Mix Design Submittal Form at end of this section for each class of concrete.
- C. Submit to Owner's Representative material certificates signed by manufacturers certifying each material complies with specifications. Submit proposed admixtures including chloride ion content prior to submitting mix design.
- D. Submit data and installation instructions for proprietary materials.
- E. Submit concrete protection plan for cold-weathering concreting for concrete placement during winter period that addresses protection of concrete from freezing at early ages, ensures the concrete develops the recommended strength for safe removal from forms, maintains curing conditions that foster normal strength development, limits rapid temperature changes, and provides protection consistent with intended serviceability of the structure.

#### 1.07 DELIVERY, STORAGE, AND HANDLING

- A. Store materials so as to preserve their quality and fitness for work.
  - 1. Store reinforcement and formwork in manner to prevent bending, damage (including damage to coatings) and accumulation of dirt.

#### 1.08 WORKMANSHIP

- A. Contractor shall be responsible for correction of concrete work not conforming to specified requirements, including strength, tolerances, and finishes. Correct deficient concrete as directed by Owner's Representative.
- B. Remove work found to be defective. Replace with new acceptable work.

### PART 2 – PRODUCTS

#### 2.01 FORM MATERIALS

- A. Forms for Exposed Finish Concrete: Plywood, metal, metal-framed/plywood faced, or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown in drawings. Plywood materials shall be one of the following:
  - 1. Overlaid plywood complying with U.S. Product Standards PS 1 "A-C or B-

- B High Density Overlaid (HDO) Concrete Form," Class 1, exterior grade or better.
2. Plywood complying with U.S. Product Standard PS 1 "B-B (Concrete Form) Plywood," Class 1, exterior grade or better, mill-oiled and edge-sealed, with each piece bearing legible inspection trademark.
- B. Forms for Unexposed Finish Concrete: Plywood, lumber, metal, or other acceptable material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch minimum.
- D. Rustication Strips: Wood, metal, PVC, or rubber strips, kerfed for ease of form removal.
- E. Form Release Agent: Provide commercial formulation form-coating compounds with maximum VOC of 450 g/l that will not bond with, stain, or adversely affect concrete surfaces or impair subsequent treatments of concrete surfaces requiring bond or adhesion or impede wetting of surfaces to be cured with water or curing compound.
1. Formulate form release agent with rust inhibitor for steel form-facing materials.
- F. Form Ties: Factory-fabricated, adjustable-length, removable or snap-off, metal form ties, designed to prevent form deflection and spalling concrete upon removal. Provide units that will leave no metal closer than 1 inch to exposed surface.
1. Provide ties that will leave holes no larger than 1-inch diameter in concrete surface when removed.
  2. Unexposed concrete: "Type A-3 Snap Tie Standard" by Dayton Superior or accepted equivalent.
  3. Exposed concrete: "Type A-3 Snap Tie Heavy" by Dayton Superior or accepted equivalent.
  4. Internal wood spreaders are prohibited.
- G. Shores and Reshores: Wood (minimum 4 by 4) or steel with integral screw-type jacks. Members shall be straight and without twist or warp.

## 2.02 REINFORCING MATERIALS

- A. Deformed bars: ASTM A 615, Grade 60.
- B. Steel Wire: ASTM A 82, plain, cold-drawn steel.

- C. Supports for Reinforcement: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars in place. Use wire bar-type or all plastic-type supports complying with CRSI specifications. Use chairs with sand plates or horizontal runners where base material will not support chair legs.
  - 1. Concrete bricks may be used to support footing reinforcing. Stagger brick locations.
    - a. Do not use clay bricks.
- D. Minimum 16-gauge annealed tie wire, ASTM A 82.

2.03 CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150, Type I or II.
- B. Aggregates: NYSDOT-approved, Section 703 (normal weight), one source and as specified.
  - 1. Fine Aggregate: Clean, sharp, natural sand free from loam, clay, lumps, or other deleterious substances.
  - 2. Coarse Aggregate: Clean, uncoated, processed aggregate free from clay, mud, loam, or foreign matter.
    - a. For footings and walls, blend of NYSDOT size 1 and 2 (25 percent size 1 and 75 percent size 2) or gradation conforming to ASTM C 33, size 467:

Sieve Size	Percent Passing
2 inch	100
1 1/2 inch	95 to 100
3/4 inch	35 to 70
3/8 inch	10 to 30
No. 4	0 to 5

- C. Water: ASTM C 94, clean, fresh, drinkable.
- D. Fly Ash: ASTM C 618, Type F, with a loss on ignition of less than 6 percent.
- E. Ground-Granulated, Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.

2.04 ADMIXTURES

- A. Air Entraining: ASTM C 260.
- B. Water-Reducing Admixture: "Eucon WR-75" or "Eucon WR-91" by Euclid

Chemical Co.; "MasterPozzoloth 200" by Master Builders; or "Plastocrete 161" by Sika Chemical Corp. Admixture shall conform to ASTM C 494, Type A, and not contain more chloride ions than in municipal drinking water.

- C. Water-Reducing and Retarding Admixture: "Eucon Retarder-75" by Euclid Chemical Co; "MasterSet R100" by Master Builders; or "Plastiment" by Sika Chemical Corp. Admixture shall conform to ASTM C 494, Type D, and not contain more chloride ions than in municipal drinking water.
- D. High-Range, Water-Reducing Admixture (Superplasticizer): "Eucon 37" by Euclid Chemical Co. or "Sikament SPMN" by Sika Chemical Corp. Admixture shall conform to ASTM C 494, Type F or G, and not contain more chloride ions than in municipal drinking water.
- E. Prohibited Admixtures: Calcium chloride, thiocyanates, and admixtures containing more than 0.05 percent water-soluble chloride ions by weight of cement or more than 0.3 percent thiocyanates by weight of cement shall not be permitted.

## 2.05 RELATED MATERIALS

- A. Absorptive Cover: Burlap cloth made from jute or kenaf, weighing approximately 9 ounces a square yard when dry and complying with AASHTO M 182, Class 2.
- B. Curing-Sheet Materials: One of the following moisture-retaining covers, complying with ASTM C 171. Waterproof paper, polyethylene film, or polyethylene-coated burlap.
- C. Clear Curing and Sealing Compound (VOC compliant): ASTM C 309, Type 1, Class B with minimum 18 percent solids content. Use "Diamond Clear VOX" by Euclid Chemical Co. or accepted equivalent.
- D. Vertical Joint Sealants: "Eucolastic 2NS" by Euclid Chemical Co.; "MasterSeal NP2" by Master Builders; "Sikaflex-2c NS" by Sika Corporation; or accepted equivalent.
- E. Backer Rod: Polyethylene closed-cell foam. "MasterSeal 920 or 921" by Master Builders or accepted equivalent.
- F. Chamfer Strips: Provide wood, metal, PVC, or rubber chamfer strips fabricated to provide 3/4-inch chamfer on exposed edges.
- G. Chemical Adhesive for Doweled Reinforcement:
  - 1. Anchors to solid concrete:
    - a. Anchors for use when base material temperature is 0°F or greater: "HIT-Ice" by Hilti; "Epcon A7" by ITW Ramset/Red Head; "AC



100 + Gold” by Powers Fasteners; “AT-XP” by Simpson/Strong-Tie; or accepted equivalent.

- b. Anchors for use when base material temperature is 40°F or greater; “HIT HY 200” by Hilti; “Epcon C6+” by ITW Ramset/Red Head; “PE 1000+” by Powers Fasteners; “ET-HP” by Simpson/Strong-Tie; or accepted equivalent.

- H. Insulated blankets for maintaining above freezing temperature of ground and acceptable temperature of concrete to avoid freezing and ensure curing in accordance with ACI 306.

## 2.06 PROPORTIONING AND MIX DESIGN

- A. Prepare design mixtures for type and strength of concrete. Use independent testing facility acceptable to Owner’s Representative for preparing and reporting proposed mix designs.
- B. Where concrete production facility can establish uniformity of its production for concrete of similar strength and materials based on recent test data, the average strength used as a basis for determining mix design proportions shall exceed specified design strength by requirements of ACI 318, Section 5.3.2.1 or ACI 301, Section 3.9.
- C. When a concrete production facility does not have field-test records for calculation of standard deviation, the required average strength shall be determined in accordance with ACI 318, Section 5.3.2.2.
- D. Pozzolans:
  - 1. Pozzolans may be substituted for cement in normal-weight concrete, including fly ash, at a maximum rate of 20 percent by weight or ground-granulated, blast-furnace slag at a maximum rate of 35 percent by weight.
  - 2. Submittals shall include actual mix design, including percentage of pozzolans and test results showing mix meets specified 7-day compressive strength where indicated, 28-day compressive strength, and air content.
  - 3. Protect and heat concrete containing pozzolans during cold-weather conditions. Maintain protection and heat until 70 percent of specified design strength is achieved.
- E. Quantity of coarse aggregate in pounds must be in the range of 1.25 to 1.5 times quantity of fine aggregate in pounds.

F. Concrete Quality:

Location	Required 7-day Compressive Strength psi	Required 28-day Compressive Strength psi	Maximum Water/Cement Ratio	Percent Entrained Air
Footings and walls.	3,000	4,000	0.5	6.0*

\* Plus or minus 1.5 percent.

G. Slump:

1. Footings and walls: 4 inches maximum.
2. Concrete containing high-range, water-reducing admixture (superplasticizer) shall have a maximum slump of 9 inches unless otherwise accepted by Owner's Representative.
3. Type G superplasticizer may be added at plant if adequate quality control measures are implemented to verify slump and admixture quantities at plant before addition of superplasticizer. Concrete shall maintain required slump during transportation and placement. Quality control testing at plant shall be performed by an independent testing laboratory employed by Contractor and acceptable to Owner's Representative.

H. Ready-Mix Concrete: ASTM C 94.

1. Provide batch ticket for each batch discharged and used in work indicating project identification name and number, date, mix type, mix time, quantity, and amount of water introduced.

2.07 REINFORCING FABRICATION

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice." Fabricate bars to required lengths, shapes, and bends. Do not rebend or straighten reinforcement in manner that could weaken material.

PART 3 – EXECUTION

3.01 JOB CONDITIONS

- A. Examine conditions under which concrete shall be placed. Do not proceed with work until unsatisfactory conditions are corrected.

### 3.02 FORMWORK INSTALLATION

- A. General: Design, erect, shore, brace, and maintain formwork to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied until concrete structure can support such loads. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation, and position. Maintain formwork construction tolerances complying with ACI 347 and ACI 117.
- B. Construct forms to sizes, shapes, lines, and dimensions shown and to obtain accurate alignment, location, grades, level, and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages, inserts, sleeves, and other features required in work. Use selected materials to obtain required finishes. Solidly butt joints and provide backup at joints to prevent concrete mortar leakage.
- C. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, etc., for easy removal.
- D. Erect forms in logical sequence to allow placement and inspection of reinforcement and other embedded items.
- E. Provide temporary openings where interior area of formwork is inaccessible for cleanout, for inspection before concrete placement, and for concrete placement. Securely brace temporary openings, and set tightly to forms to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
- F. Provide cleanout panels at bottoms of deep wall and column forms.
- G. Chamfer exposed corners and edges as indicated using wood, metal, PVC, or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.
- H. Fit corners and joints with gaskets or tape to prevent leakage.
- I. Provisions for Other Trades: Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses, and chases from trades providing such items. Accurately place and securely support items built into forms.
- J. Sleeves: Provide sleeves in concrete formwork for plumbing, electrical, and mechanical penetrations. Coordinate size and location of sleeves with Contractors and mechanical, electrical, and plumbing drawings.
  - 1. Accurately place and secure in forms.

2. Coordinate sleeve locations with reinforcing bars.
  3. Penetrations shall not occur through footings, piers, columns, beams, joists, grade beams, or supported slabs unless shown in structural drawings.
- K. **Cleaning and Tightening:** Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before concrete is placed. Retighten forms and bracing before placing concrete as required to prevent mortar leaks and maintain proper alignment.
- L. Clean and repair surfaces of forms to be reused in work. Split, frayed, delaminated, or otherwise damaged form-facing materials are not acceptable. Apply new form-release agent. When forms are reused for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close joints. Align and secure joints to avoid offsets. Do not use patch forms for exposed concrete surfaces unless approved by Owner's Representative.
- M. Clean and coat forms before erection. Do not coat forms in place.
- N. Place concrete plugs in exposed holes left by form-tie cones.

### 3.03 STEEL REINFORCEMENT PLACEMENT

- A. **General:** Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
- B. Clean reinforcement of loose rust, mill scale, earth, ice, and other materials that reduce or destroy bond with concrete.
- C. Accurately position, support, and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcement by metal chairs, runners, bolsters, spacers, hangers, or concrete brick as required.
1. Wire-tie intersections as required to prevent displacement of reinforcement.
  2. Do not wet set reinforcing bars. Wet setting is not permitted.
- D. Place reinforcement to obtain at least minimum concrete coverages for protection of bars. Minimum required concrete cover is noted in drawings.
- E. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.
- F. Use of nails in forms and use of clay brick to support reinforcement is prohibited.

- G. Lap bar splices as indicated. Stagger splices in adjacent bars. Wire-tie splices.
- H. At points where bars lap-splice, including distribution steel, provide wire-tied minimum lap of 30-bar diameters unless otherwise required.
- I. Coordinate placement of reinforcement with openings, including sleeves and other embedded items. Where one or more bars are interrupted, provide additional reinforcement at openings. Additional reinforcement is noted in drawings.
- J. Place concrete in manner to ensure alignment of elements remains unchanged.
- K. Comply with manufacturer-recommended procedures for installing and anchoring of doweled reinforcement using chemical adhesives, including drilling and cleaning of holes and mixing and applying of adhesives.

#### 3.04 INSTALLATION OF EMBEDDED ITEMS

- A. General: Set and build into work anchorage devices and other embedded items including anchor rods, leveling plates, embedded plates, and angles required for other work attached to or supported by cast-in-place concrete. Use setting drawings, diagrams, instructions, and directions provided by suppliers of items to be attached thereto.
- B. Do not wet set embedded items. Accurately position, support, and secure embedded items against displacing by formwork, construction, or concrete placement operations.
  - 1. Provide No. 3 rebar ties at top and bottom of anchor rods to maintain position or other accepted method.
- C. Anchor rods and embedded structural supports incorrectly located or damaged after installation shall be field modified, including repair or replacement, by Contractor.
  - 1. Notify Owner's Representative of defective work. Submit proposed field modifications to Owner's Representative for review and acceptance prior to making corrections.
  - 2. Proposed field modifications shall include design details and calculations, signed and sealed by a licensed Professional Engineer hired by Contractor.
  - 3. Field modifications shall be tested at request of Owner's Representative. Perform pull-out tests and other appropriate tests on each repair.
  - 4. Cost of field modifications shall be borne entirely by Contractor at no additional cost to Owner. Contractor shall reimburse Owner for cost of additional testing required.

### 3.05 INSTALLATION OF NON-STRUCTURAL EMBEDDED ITEMS

- A. General: Notify other trades to permit installation of their work, including reglets, conduit, and piping and to coordinate requirements of this section. Cooperate with other trades in setting work as required.
- B. ACI 318, Article 6.3, and guidelines listed below apply to conduit and piping.
  - 1. Do not embed aluminum items unless coated or covered to prevent aluminum-concrete reaction or electrolytic action between aluminum and steel.
  - 2. Other than those passing through concrete elements, do not embed items that are larger than one-third of thickness of concrete element in which they are embedded.
  - 3. Unless shown otherwise in structural drawings, install items as follows:
    - a. Space at least 12 inches apart and not less than three diameters or widths on center.
    - b. Place so they do not cross over each other within concrete elements.
    - c. Place so they do not displace reinforcing bars from their proper location.
    - d. Provide at least 3/4-inch concrete cover between items and reinforcing bars or concrete surfaces not exposed to weather or in contact with ground. Do not lay items on reinforcing bars. Provide at least 1½-inches concrete cover between items and concrete surfaces exposed to weather or earth.
    - e. Securely position items by wire tying to support chairs or supports formed from reinforcing bars.
    - f. Install sleeves at penetrations for nonstructural items passing through concrete elements.

### 3.06 PREPARATION OF FORM SURFACES

- A. General: Coat contact surfaces of forms with an accepted form-coating compound before placing reinforcement.
- B. Do not allow excess form-coating material to accumulate in forms or to come in contact with in-place concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.

- C. Coat steel forms with a nonstaining, rust-preventive material. Rust-stained steel formwork is not acceptable.

### 3.07 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement and embedded items is complete and required inspections have been performed.
  - 1. Notify other trades to permit installation of their work. Cooperate with other trades in setting work as required.
- B. General: Comply with ACI 304, "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete" and as specified.
- C. A maximum of 2 1/2 gallons for each cubic yard of total mix design water can be added in field. Water must be added prior to discharging and testing concrete. At no time shall total water exceed amount listed in accepted mix design.
- D. Deposit concrete continuously in one layer or in layers of such thickness that no new concrete will be placed on concrete that has hardened sufficiently to cause formation of seams or planes of weakness within section. Provide construction joints if section cannot be placed continuously.
- E. Deposit concrete as nearly as practicable to its final location to avoid segregation caused by rehandling or flowing.
- F. Deposit concrete in forms in horizontal layers not deeper than 24 inches and in manner to avoid inclined construction joints.
- G. Keep excavations free of water. Do not deposit concrete in water, mud, snow, or on frozen ground.
- H. Maximum drop of concrete shall not exceed 5 feet. Use hopper and trunk for greater drops.
- I. Maintain reinforcing in proper position during concrete placement.
- J. Contractor shall be responsible for controlling the proper placing of embedded pipe, conduit, and other embedded items. See section "Installation of Non-Structural Embedded Items" for additional information.
- K. Pumping concrete is permitted only if mix designs specifically prepared and used previously for pumping are submitted. Pump line shall have 5-inch-minimum inside diameter and be used with 5-inch pumps.

### 3.08 CONSOLIDATION

- A. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI 309.
- B. Do not use vibrators to transport concrete inside formwork.
- C. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Vibrators shall penetrate placed layer of concrete at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set.
- D. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.
- E. Do not allow vibrator to come in contact with form.

### 3.09 SURFACE FINISHES

- A. Smooth-Form Finish: Provide smooth-form finish for formed concrete surfaces that shall be covered with other materials such as stone veneer, or other similar systems, or that shall subsequently received a smooth-rubbed finish. Produce smooth-form finish by selecting form material to impart a smooth, hard, uniform texture and arranging them orderly and symmetrically with minimum of seams. Repair and patch defective areas with fins and other projections completely removed and smoothed.
- B. Smooth-Rubbed Finish: Provide smooth-rubbed finish to concrete surfaces that shall be exposed to view. Provide smooth-rubbed finish to smooth-form finished concrete surfaces not later than one day after form removal.
  - 1. Moisten smooth-form finished concrete surfaces, and rub with carborundum brick or other abrasive until uniform color and texture are produced.
  - 2. Do not apply cement grout other than that created by the rubbing process.
- C. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces occurring adjacent to formed surfaces, strike off smooth and finish with texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.



### 3.10 CONCRETE PROTECTING AND CURING

- A. Protect freshly placed concrete from premature drying, excessive hot or cold temperature, and damage in accordance with provisions of ACI 306 for cold-weather project and ACI 305, for hot-weather protection.
- B. Curing Methods: Perform concrete curing in accordance with ACI 308 by wet-curing or moisture-retaining cover curing or combinations thereof as specified.
- C. Provide wet-curing by following methods:
  - 1. Keep concrete surface continuously wet by covering with water.
  - 2. Use continuous water-fog spray.
  - 3. Cover concrete surface with specified absorptive cover, thoroughly saturate cover with water, and keep continuously wet. Place absorptive cover to provide coverage of concrete surfaces and edges with 4-inch lap over adjacent absorptive covers.
- D. Provide moisture-retaining-cover curing as follows:
  - 1. Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair holes or tears during curing period using cover material and waterproof tape.
- E. Curing Vertical-Formed Surfaces:
  - 1. Keep forms in place for minimum of 7 days, 14 days in cold weather or until concrete has achieved 70 percent of its design strength.
  - 2. If forms are removed before minimum time period, alternate methods of curing, wet-curing, moisture-retaining-cover curing, or liquid-membrane curing, are required.
    - a. Contractor shall submit procedures to Owner's Representative for review.
    - b. Forms shall remain in place for a minimum of 24 hours when alternating methods of curing are used. For placement during cold weather, the minimum time to form removal shall be extended based on expected weather conditions and Contractor's submitted procedures.

- F. Cure concrete placed under cold-weather conditions completely covering exposed surface of concrete with moisture-retaining cover completely sealed around edges. Cure concrete 14 days minimum with concrete temperature at or above 40 degrees F or 7 days minimum with concrete temperature at or above 70 degrees F.

### 3.11 COLD-WEATHER CONCRETING

- A. Place concrete in accordance with ACI 306.
- B. For cold-weather concreting (defined as a period when for more than 3 successive days the mean daily temperature is below 40 degrees F), maintain concrete temperature in accordance with Table 3.1, and maintain concrete protection in accordance with Table 5.3 in "Cold-Weather Concreting" reported by ACI Committee 306.
- C. When air temperature has fallen to or is expected to fall below 40 degrees F (4 degrees C), uniformly heat water and aggregates before mixing to obtain concrete mixture temperature recommended in Table 3.1 of ACI 306.
  - 1. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
  - 2. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators.

### 3.12 CONCRETE SURFACE REPAIRS

- A. Patching Defective Areas: Repair and patch defective areas with cement mortar immediately after form removal when acceptable to Owner's Representative.
  - 1. Cut out honeycombs, rock pockets, voids over 1/2 inch in any dimension, and holes left by tie rods and bolts, down to solid concrete but not to a depth of less than 1 inch. Make edges of cuts perpendicular to concrete surface. Thoroughly clean, dampen with water, and brush-coat area to be patched with bonding agent. Place patching mortar before bonding compound has dried.
  - 2. For exposed-to-view surfaces, blend white portland cement and standard portland cement so patching mortar will match surrounding color when dry. Provide test areas at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
- B. Repair of Formed Surfaces: Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Owner's Representative. These include surface defects such as color, texture irregularities, cracks, spalls, air

bubbles, honeycombs, rock pockets, fins and other projections on surface, and stains and other discolorations that cannot be removed by cleaning. Flush out form-tie holes, and fill with dry-pack mortar or precast-cement cone plugs secured in place with bonding agent.

1. Where possible, repair concealed formed surfaces containing defects affecting concrete durability. If defects cannot be repaired, remove and replace concrete.
- C. Repair of Unformed Surfaces: Test unformed surfaces for smoothness, and verify surface plane to tolerances specified for each surface and finish. Correct low and high areas. Test unformed surfaces sloped to drain for trueness of slope and smoothness by using template having required slope.
1. Repair finished unformed surfaces containing defects affecting concrete durability. These include surface defects such as crazing, cracks, spalling, popouts, honeycombs, rock pockets, and other objectionable conditions.
- D. Repair methods not specified above may be used subject to acceptance of Owner's Representative.

### 3.13 MISCELLANEOUS CONCRETE ITEMS

- A. Filling In: Fill in holes and openings left in concrete structures for passage of work by other trades unless otherwise shown or directed after work of other trades is in place. Mix, place, and cure concrete as specified to blend with in-place construction. Provide other miscellaneous concrete filling required to complete work.

### 3.14 TOLERANCES

- A. Footings:
1. Variation of dimensions in plan: plus 2 inches or minus 1/2 inch.
  2. Variation of center from specified center in plan: 2 percent of width in direction of variation, plus or minus 2-inches maximum variation.
  3. Variation of bearing surface from specified elevation: plus or minus 1/2 inch, unless otherwise specified.
- B. Walls:
1. Variation in cross-sectional dimensions in thickness of walls: plus or minus 1/4 inch.

2. Variation in plan from specified location in plan: plus or minus 1/2 inch for any member in any location.
3. Deviation in plan from straight lines parallel to specified linear building lines: 1/4 inch for adjacent members less than 20 feet apart or any wall length less than 20 feet; 1/2 inch for adjacent members 20 feet or more apart or any wall length of 20 feet and greater.
4. Deviation from plumb: 1/4 inch for any 10 feet of height; 1 inch maximum for entire height.
5. Variation in elevation from specified elevation: plus or minus 1/2 inch for any member in any location.
6. Deviation in elevation from lines parallel to specified grade lines: 1/4 inch for adjacent members less than 20 feet apart or any wall length less than 20 feet; 1/2 inch for adjacent members 20 feet or more apart or any wall length of 20 feet and greater.

END OF SECTION

## SECTION 31 01 01

### SITE RESTORATION

#### PART 1 – GENERAL

##### 1.01 QUALITY ASSURANCE

- A. Provide prepackaged seed readily available to the public with quality and purity equal to product of O.M. Scotts and Son, Marysville, OH 43041. On-the-job or made-to-order mixes will not be accepted.
- B. Refer to Specification 32 92 00 Lawns for more information.

##### 1.02 DELIVERY STORAGE AND HANDLING

- A. Deliver fertilizer in manufacturer's standard size bags or cartons showing weight, analysis, and the name of the manufacturer. Store as approved by Owner's Representative.
- B. Store all seed at the site in a cool dry place as approved by the Owner's Representative. Replace any seed damaged during storage.

##### 1.03 SCHEDULING

- A. Time For Seeding: Optimum period to sow permanent grass seed is generally between April 1st and May 15th or between August 15th and October 1<sup>st</sup>. Schedule application for when weather conditions permit or as Directed.
  - 1. Provide temporary seed and mulch when final grading is complete while waiting for optimal seeding period.
  - 2. Provide temporary seed and mulch for temporary cover on disturbed ground not to be worked on for more than 7 days.
  - 3. Provide temporary seed and mulch on disturbed earth prior to temporary shutdown of construction.

#### PART 2 – PRODUCTS

##### 2.01 TOPSOIL

- A. Provide topsoil conforming to the following:

1. Original loam topsoil, well drained homogeneous texture and of uniform grade, without the admixture of subsoil material and entirely free of dense material, hardpan, sod, or any other objectionable foreign material.
2. Containing not less than 4 percent nor more than 20 percent organic matter in that portion of a sample passing a 1/4 inch sieve when determined by the wet combustion method on a sample dried at 105 degrees C.
3. Containing a Ph value within the range of 4.5 to 7 on that portion of the sample that passes a 1/4 inch sieve.
4. Containing the following gradations:

SIEVE DESIGNATION	PERCENT PASSING
1 inch	100
1/4 inch	97 - 100
No. 200	20 - 65 (of the 1/4 inch sieve)

#### 2.02 FERTILIZER

- A. Fertilizer: Mixed commercial fertilizers shall contain total nitrogen, available phosphoric acid and soluble potash in the ratio of 10-6-4 (50% N/UF). 50% of total nitrogen shall be derived from ureaform furnishing a minimum of 3.5% water insoluble nitrogen (3.5% WIN). The balance of the nitrogen shall be present as methylene urea, water-soluble urea, nitrate and ammoniacal compounds.
- B. Other fertilizers meeting DOT Specification Section 713-03 Fertilizer can be used.

#### 2.03 SEED

- A. Furnish fresh, clean, new-crop seed mixed in the proportions specified for species and variety, and conforming to Federal and State 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 percent by weight.
- C. All seed will be rejected if the label indicates any noxious weed seeds.
- D. Provide seed mixture per Specification 32 92 00 Lawns.

#### 2.04 MULCH

- A. Hydroseed Application: Do all slurry preparation at the job site:

1. Water, mulch, fertilizer, binder and other ingredients shall be added to the tank simultaneously so that the finished load is a homogenous mix of the specified ingredients.
2. Seed shall be added last and shall be discharged within 2 hours. Loads held over 2 hours will be recharged with ½ the seed rate before application.
3. Once fully loaded, the complete slurry shall be agitated for 3-5 minutes to allow for uniform mixing.

B. HydroSeeding Application: One Step Hydroseed

Lbs/Ac	Material
2,000 lbs	100% Cellulose or Wood Fiber
80 lbs	Fertilizer (3.04 Fertilizer 10-6-4)
16 lbs	Seed as per section (2.02 Seed)

PART 3 – EXECUTION

3.01 GRADING

- A. Rough Grading: Trim and grade lawn areas within the Contract Limit to a level of 4 inches below the finish grades indicated unless otherwise specified herein or where greater depths are indicated. Provide smooth uniform transition to adjacent areas.
- B. Finish Grading: Finish surfaces free from irregular surface changes, and as follows:
  1. Grassed Areas: Finish areas to receive topsoil to within 1 inch above or below the required subgrade surface elevations.

3.02 SPREADING TOPSOIL

- A. Perform topsoil spreading operations only during dry weather.
- B. To insure a proper bond with the topsoil, harrow or otherwise loosen the subgrade to a depth of 3 inches before spreading topsoil.
- C. Spread topsoil directly upon prepared subgrade to a minimum depth measuring 4 inches after natural settlement in areas to be seeded. Smooth out unsightly variations, bumps, ridges, and depressions that will hold water. Remove stones, litter, or other objectionable material. Finished surfaces shall conform to the contour lines and elevations indicated on the drawings or fixed by the Owner's Representative.

### 3.03 PREPARATION FOR SEEDING

- A. Seed Bed: Scarify soil to a depth of 2 inches in compacted areas. Smooth out unsightly variations, bumps, ridges, and depressions that will hold water. Remove stones, litter, or other objectionable material.

### 3.04 FERTILIZING

- A. Apply 10-6-4 fertilizer evenly at the rate of 40 pounds per 1000 sq ft.

### 3.05 SEEDING

- A. Assume all risks when seed is sowed before approval of seed analysis.
- B. Do not seed when the wind velocity exceeds 5 miles per hour.
- C. Application Rate: 8 pounds per 1000 sq ft.
- D. Dry Application: Sow seed evenly by hand or seed spreader on dry or moderately dry soil.
- E. Wet Application: Refer to Hydroseeding Application.

### 3.06 MULCHING

- A. Dry Application: Within 3 days after seeding, cover the seeded areas with a uniform blanket of straw mulch at the rate of 50 pounds per 1000 sq ft of seeded area.
- B. Wet Application: All hydroseed applications are to be applied in a sweeping motion to form a uniform application and form a mat at the specified rates.
  - 1. Unused Loads: If mixture remains in tank for more than 8 hours it shall be removed from the job site at contractor's expense.
  - 2. Reseeding: After "Final Acceptance", reseeding will be done at the request of the owner and shall be considered extra.

### 3.07 LAWN ESTABLISHMENT

- A. Maintain the grass at heights between 2-1/2 inches and 3-1/2 inches and include a minimum of 2 mowings.
- B. Water and protect all seeded areas until final acceptance of the lawn.



### 3.08 FINAL ACCEPTANCE

- A. Final acceptance of seeded areas will be granted when a uniform stand of acceptable grass is obtained, with a minimum of 95 percent coverage. Portions of the seeded areas may be accepted at various times at the discretion of the Owner's Representative.
- B. Unacceptable seeded areas, dry application: Reseed as specified and fertilized at one-half the specified rate.
- C. Once accepted, the Owner will assume all maintenance responsibilities.

END OF SECTION



## SECTION 31 11 11

### SITE DEMOLITION

#### PART 1 – GENERAL

##### 1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

##### 1.02 SUMMARY OF WORK

- A. Specifically included without limiting the generality of drawings and specifications are:
  - 1. Selective Demolition for site work.

##### 1.03 SELECTIVE DEMOLITION

- A. Removal of all existing components and construction where shown, implied, and/or required to execute the reconstruction.
- B. Removal and storage on site of all items/materials which at the Owner's direction, are to remain property of the Owner. All other items/materials are to be deemed demolition refuse.
- C. Removal of all abandoned services and utilities within the work area.
- D. Remove and legally dispose of all demolition refuse from the Project Site.
- E. Protect from damage existing finish work that is to remain in place and becomes exposed during demolition operations.
- F. Protection of all existing services and utilities which are to remain functioning and in use during the construction period. Provide temporary services as required until all new systems are operational.
- G. Disconnect and remove all project abandoned, or previously abandoned utility service connectors in accordance with regulations of authorities concerned.
- H. Demolition and complete removal of existing system(s) unless otherwise noted.
- I. Conduct demolition operations and removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used

facilities. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from the Owner. Provide alternate routes around closed or obstructed traffic ways as required by the Owner.

J. Protect all site utilities at demolition work and placement of new work.

K. Bury NO demolition refuse on Site.

#### 1.04 CONTROL DEVICES

A. Furnish and install construction fencing, dust and noise control barriers, etc. as required. Conduct selective demolition work in manner that will minimize need for disruption of Adjacent Neighbor's normal operations. Provide minimum of 72 hours advance notice to Owner of demolition activities that will impact Owner's use of site.

1. Provide temporary sheeting, shoring, bracing as required to protect and support adjacent elements which remain.

### PART 2 – PRODUCTS

Not Used.

### PART 3 – EXECUTION

#### 3.01 EXECUTION OF THE WORK

A. Perform all work in strict accordance with all applicable Codes, Laws, and Ordinances having jurisdiction over the Work and specifically in accordance with the following to the extent that such provisions are not in conflict with applicable local laws.

1. NYS Workmen's Compensation Law.

2. Rules of the Workmen's Compensation Board of the State of New York.

3. Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, Inc.

4. New York State Uniform Fire Prevention and Building Code.

5. Industrial Code Rule 23, Protection of Persons Employed in Construction and Demolition Work, State of New York, Department of Labor.

6. New York State Labor Law.
- B. Submit a coordination Schedule for Shut-off, capping, removal, and continuation of any utility services.
1. Protection of Persons and traffic.
    - a. Ensure safe passage of pedestrians and vehicular traffic around areas of removal.
    - b. Conduct operations in a manner to prevent injury to persons or property.
    - c. Erect temporary passageways as required or directed by authorities having jurisdiction.
  2. Avoid overloading portions of the existing structure with demolition debris, new materials, and/or equipment.
  3. All materials resulting from the removal operation shall become the property of the Contractor except that identified or required to remain the property of the Owner.
  4. All salvage and debris resulting from the demolition operations shall be immediately removed from the site and shall not be stored or permitted to accumulate or be sold at the site.
  5. The Contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash off the project site, and shall commit no trespass on public or private property in any operation hereto or connected with this Contract.
  6. No burning shall be permitted on the Project Site.
  7. All uncharted conduits, mains, lines, etc. encountered in the project shall be taken care of properly and safely by the Contractor, who upon encountering them, shall notify the Owner of the findings and arrangements made for modification necessary as not to interfere with the work.
  8. Promptly repair damages caused to adjacent facilities by demolition work at no cost to Owner.

### 3.02 DUST CONTROL

- A. The Contractor shall be responsible for providing all the necessary precautions and measures to prevent and control the spread of dust during all phases of this project.

Refer to Specification 01 14 19.16 Dust Control.

### 3.03 NOISE CONTROL

- A. All operations shall be conducted as quietly as reasonably possible.
- B. Personnel shall be instructed to avoid unnecessary noise and reminder signs shall be posted conspicuously.
- C. Before starting any work that involves unavoidable noise, the Contractor shall notify the Owner's Representative and Owner in writing sufficiently in advance to allow for special preparation, if any are possible.
- D. Whenever persons are subjected to sound exceeding those listed on OSHA Standards table; feasible administrative or engineering controls shall be utilized.
- E. Sound levels shall be measured on the A-scale of a standard sound level meter at low response. Genuine loss of hearing can result if a person is repeatedly exposed to levels greater than 85-90 dba during the workday.

### 3.04 CLEANUP

- A. On completion of the work, the Contractor shall remove all temporary construction no longer needed, equipment, salvaged materials, trash and debris of all kinds and shall leave the area in a finished condition.

END OF SECTION

## SECTION 31 25 00

### SEDIMENT AND EROSION CONTROL

#### PART 1 – GENERAL

##### 1.01 SUMMARY

- A. Applicable provisions of the Contract Documents govern work under this section.

##### 1.02 SUBMITTALS

- A. In accordance with Shop Drawings, Product Data, and Samples Specification Section, designate erosion control and maintenance activities on submitted Project Schedule.
- B. Submit pre-construction photographs and short narrative of erosion control implementation plan as specified herein.
- C. Project Schedule: Contractor shall provide construction schedule indicating schedule of work with key milestones for each phase of construction.
- D. Qualified Inspector Certifications: Contractor shall provide Certifications of all Qualified Inspectors performing monitoring of Erosion & Sediment Control measures.

##### 1.03 RELATED SECTIONS

- A. SECTION 32 10 00 ROADWAY AND MISCELLANEOUS SUBBASE.

##### 1.04 WORK INCLUDED

- A. Provide all labor, equipment and materials necessary to install and maintain erosion control blankets, silt fence, hay bale dikes, sediment traps, inlet protection, and to implement erosion control measures as shown on the plans, as specified, as required by regulatory permits, as required by the Owner's Representative if measures are not indicated on the plans, and as job conditions dictate.

##### 1.05 QUALITY ASSURANCE

- A. All Erosion/Sediment Control activities and water quality objectives performed by the contractor shall be in compliance with the following standards of practice:
  - 1. NYSDEC's SPDES General Permit for Stormwater Discharges for Construction Activity Permit No. GP-0-20-001.
  - 2. NYSDEC's "New York Standards and Specifications for Erosion and Sediment Control" published by the Empire State Chapter of the Soil and

Water Conservation Society, latest edition.

3. NYSDEC’s “New York State Stormwater Management Design manuals” prepared by Center for Watershed Protection, latest edition.
  4. USDA Soil Conservation Service “Guidelines for Urban Erosion and Sediment Control, latest revision.
  5. NYSDEC Erosion and Sediment Control Guideline for New Development T.O.G.S. 5.1.10.
  6. Geotechnical Report for this project (See Appendix).
- B. Local Guidelines for Erosion and Sediment Control.
1. NYSDEC “Reducing the Impacts of Stormwater Runoff for New Developments”, latest revision.
  2. NYSDOT Specifications.
- C. Contractor is responsible for all monitoring, reporting, and repair of erosion control measures as required by the SWPPP specific permit requirements throughout the duration of construction. Contractor shall provide a qualified inspector performing all Erosion & Sediment Control inspections.
- D. Directives of Owner, Owner’s Representative, and/or regulatory personnel of authority having jurisdiction requiring further control measures as warranted.

PART 2 – PRODUCTS

2.01 MULCHES

- A. Mulches shall be suitable material acceptable to the Owner’s Representative and reasonably clean and free of noxious weeds and deleterious materials. The following materials are acceptable:

<u>Mulch Material</u>	<u>Quality Standards</u>	<u>Application Rates</u>		
		<u>Per 1000 SF</u>	<u>Per Acre</u>	<u>Depth</u>
Wood Chips or Shavings	Green or air-dried. Free of objectionable coarse material	500-900 lbs.	10-20 tons	2 - 7"



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Straw	Air-dried; free of undesirable seeds & coarse materials	90-100 lbs. 2-3 bales	2 tons 100-120 bales	90%
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Excelsior Wood Fiber Mats	Interlocking web of excelsior fibers with Photodegradable plastic netting	48" x 100" 2 sided plastic, 48"x 180"1 sided plastic	-----	-----
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2.02 GRASS

A. Grass shall be quick growing species suitable to the area and as a temporary cover which will not compete with the grasses sown later for permanent cover.

B. Seed Mixtures

1. Temporary Seeding

<u>Type</u>	<u>Lbs./Acre</u>	<u>Lbs./1000 SF</u>
Ryegrass (Annual or Perennial)	80	1.9
Certified "Aroostook" Winter Rye	100	2.5

Use winter rye if seeding in October/November.

2.03 SOIL AMENDMENTS

A. Fertilizer and soil conditioners shall be a standard commercial grade acceptable to the Owner's Representative.

1. Lime: pH of 6.

2. Fertilizer: Meeting New York State Department of Transportation Specification 713-03 type 1 or as approved. 1-2-1 N.P.P. ratio.

2.04 JUTE MESH

A. Jute mesh and appurtenances shall comply with NYSDOT Specification Section 612, latest revision.

2.05 SILT FENCE

A. Field Assembled Units

1. Fabric shall meet the following minimum criteria:

Minimum Acceptable

<u>Property</u>	<u>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.) (Modified)	40	ASTM D751
Slurry Flow Rate (gal/min/sf)	0.3	
Equivalent Opening Size	40-80	US Std Sieve CW-02215
Ultra-Violet Radiation Stability (%)	90	ASTM G-26

2. Posts

- a. Wood: Oak or similar quality hardwood, 3.0 square inches cross-sectional area minimum.
- b. Steel: Standard T or U section weighing 1.00 pound per linear feet minimum.

3. Mesh

- a. 14-1/2 gauge minimum with 6 inch maximum mesh opening, plastic safety fence, orange or black, or as approved.

B. Prefabricated Units

1. Pre-assembled units meeting the material requirements of 2.5 A may be used in lieu of field assembled units.

2.06 CHEMICAL BINDER

- A. Non-toxic conforming to Item 713-12 of NYSDOT Specifications.

2.07 RIP-RAP

- A. Per NYSDOT Specifications.

## 2.08 FILTER STONE

- A. Sound durable stone per NYSDOT Specification Section 703, size(s) per plans.

## 2.09 TURF REINFORCEMENT MATTING

- A. VMAX Model SC250 UV-stable polypropylene permanent matting as manufactured by RollMax Rolled Erosion Control or approved equivalent.
  1. 70% Straw Fiber / 30% Coconut Fiber.
  2. Thread: Polypropylene UV Stable.
  3. Thickness: 0.62 in.
  4. Resiliency: 95.2%.
  5. Density: 0.891 g/cm<sup>3</sup>.
  6. UV Stability: 100%.
  7. Light Penetration: 4.1%.
  8. Porosity: 99%.
  9. Tensile Strength: 709 lbs/ft.
  10. Elongation: MD=23.9% / TD=36.9%.

## PART 3 – EXECUTION

### 3.01 GENERAL

- A. The contractor is responsible for completing all monitoring, and reporting as required throughout the duration of construction as required, and provide reports to the Owner's Representative for acceptance.
- B. Contractor shall implement erosion control measures as indicated in the SWPPP, shown on the plans, as job conditions dictate, and to comply with the local municipality. 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, hay bales, mulching, temporary silt fences, filter fabric, expeditious grading, stormwater diversion, prompt turf establishment, sediment dikes, and maintenance of same. The contractor is responsible for controlling all runoff from the site during the

period of construction. If erosion control measures are not shown on the Plans, he will be instructed by the Owner's Representative on where to implement them at no cost to the Owner.

- C. 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 soil 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 14<sup>th</sup> 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 shall not be used as an 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.
- D. Sediment shall be removed from sediment traps or sediment ponds 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.

### 3.02 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 require the Contractor to provide immediate permanent or temporary pollution control measures to prevent contamination of adjacent streams or other watercourses/waterbodies.

### 3.03 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, Owner's Representative and regulatory authority having jurisdiction if contaminated soil, groundwater or other form of pollution is 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.

### 3.04 STREAM CROSSINGS

- A. Frequent forging of live streams will not be permitted; therefore, temporary bridges, or other structures, shall be used wherever an appreciable number of stream crossings are necessary. Unless otherwise approved in writing by the Owner's Representative, mechanized equipment shall not be operated in a live stream.

### 3.05 DEWATERING AND WASHWATERS

- A. Water from aggregate washing, equipment washing, dewatering or other operations containing sediment, shall be treated by filtration, settling basin or other means sufficient to reduce the turbidity, so as not to cause a substantial visible contrast to natural conditions.

### 3.06 DIVERSION BERMS/SWALES

- A. Slopes of significantly barren slopes exceeding 15 percent require special treatment such as water diversion berms/swales, straw bale sediment barriers, sodding, approved mulch tacking agent over straw mulch applied over seeded areas, or a combination thereof.

### 3.07 SILT FENCE INSTALLATION

- A. A silt fence may be used subject to the following conditions:

1. Maximum allowable slope lengths contributing runoff to a silt fence are:

<u>Slope Steepness</u>	<u>Maximum Slope Length (Ft)</u>
2:1	50
3:1	75
4:1	100
5:1	150
Flatter than 5:1	150 or as shown on the plans

2. Maximum drainage area for overland flow to a silt fence shall not exceed ½ acre per 100 feet of fence.
3. Erosion would occur in the form of sheet erosion.

4. There is no concentration of water flowing to the barrier.
- B. Woven wire fence to be fastened securely to fence posts with wire ties or staples.
- C. Filter cloth to be fastened securely to woven wire fence with ties spaced every 24 inches at top and mid-section.
- D. Embed silt fence material a minimum of 6 inches below finished grade.
- E. When two sections of filter cloth adjoin each other, they shall be overlapped by six inches and folded.
- F. 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.

### 3.08 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.
- B. Install stabilized construction entrances at all ingress/ egress points to local and state roads as required and as detailed on the plans.

### 3.09 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.

### 3.10 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.

- B. The Owner's Representative may limit the area of clearing and grubbing, excavation, trenching and embankment operations in progress, commensurate with the Contractor's capability, responsiveness, and progress in keeping the finish grading, mulching, seeding and other such permanent control measures current in accordance with the accepted schedule. Should season limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible.

### 3.11 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.

### 3.12 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.

### 3.13 CONTRACTOR'S RESPONSIBILITY

- A. Contractors are responsible for the performance of their subcontractors and to ensure they properly comply with the Erosion Control Measures, where applicable.
- B. The actual scheduling and implementation of Erosion Control Measures and Maintenance of required water quality is the responsibility of the Contractor(s). 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, site and unforeseen conditions can dictate that greater efforts will be necessary.

END OF SECTION





SECTION 32 31 13

CHAIN LINK FENCING

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This section includes the following:
  - 1. Complete construction of all chain link fences, gates, and appurtenances, as indicated on the Plans and specified herein after.

1.03 RELATED WORK

- A. SECTION 01 33 00 SUBMITTALS.

1.04 SUBMITTALS

- A. Product Data: Material, descriptions, construction details, dimensions of individual components and profiles, and finishes for the following:
  - 1. Fence and gate posts, rails, and fittings.
  - 2. Chain-link fabric, reinforcements, and attachments.
  - 3. Gates and hardware.
- B. Shop Drawings: Show locations of fence, each gate, posts, rails, and tension wires and details of extended posts, extension arms, gate swing, or other operation, hardware, and accessories. Indicate materials, dimensions, sizes, weights, and finishes of components. Include plans, elevations, sections, gate swing and other required installation and operational clearances, and details of post anchorage and attachment and bracing.
- C. Product Certificates: Signed by manufacturer of chain-link fences and gates certifying that products furnished comply with requirements.
- D. Qualification Data: For firms and persons specified in “Quality Assurance” Article to demonstrate their capabilities and experience. Include lists of completed projects

with project names and addresses, names and addresses of architects and owners, and other information specified.

#### 1.05 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed chain-link fences and gates similar in material, design, and extent to those indicated for this Project and whose work has resulted in construction with a record of successful in-service performance. (Minimum 5 years experience). Source Limitation for Chain-Link Fences and Gates: Obtain each color, grade, finish, type, and variety of component for chain-link fences and gates from one source with resources to provide chain-link fences and gates of consistent quality in appearance and physical properties.

#### 1.06 PROJECT CONDITIONS

- A. Notify Owner and Owner's Representative at least 24 hours in advance of commencing the Work of this Section.
- B. Existing Conditions: Ground should be dry and not spongy before commencing the Work of this Section. Rock may be encountered during footing excavation and shall be removed to the specified depth at no additional cost to the Owner.

#### 1.07 SEQUENCING AND SCHEDULING

- A. The Work of this Section should not commence until the following are complete.
  - 1. Underground systems have been installed.
  - 2. Subgrades have been accepted.
- B. Set concrete at posts so top of concrete is at finished grade. Crown top for drainage. Footing excavation to be clean utilizing an auger.

### PART 2 – PRODUCTS

#### 2.01 FABRIC

- A. Woven into a 2" diamond mesh in which the individual pickets are helically woven and interwoven in the form of a continuous chain link fabric.
  - 1. Fabric shall be galvanized steel and vinyl coated black.
  - 2. Fabric Wire Gauges: (Core Wire Gauge)

a. 6 gauge.

B. Selvage: Knuckled at both selvages.

2.02 LINE POSTS: Existing posts are to be used for installation of new fence rails and fabric. If existing posts are found to be in poor condition and require replacement, conform to the following:

A. Line posts shall be galvanized Class B steel tubing, sized meeting the requirements of heavy duty commercial fencing. Posts to be galvanized steel and vinyl coated.

B. Of sufficient length to allow for installation to a depth of no less than four feet below finished grade. (Footing depth to be five feet below finished grade).

2.03 TERMINAL, CORNER, GATE AND PULL POSTS: Existing posts are to be used for installation of new fence rails and fabric. If existing posts are found to be in poor condition and require replacement, conform to the following:

A. End, corner and pull posts shall be Class B galvanized steel tubing, sized meeting the requirements of heavy duty commercial fencing. Posts to be galvanized steel and vinyl, of sufficient length to allow for a depth of no less than four feet below finished grade.

B. Gate posts shall be galvanized steel class B and conform to the following:

Gate Leaf Single Width

Post Sizes

6' & less

4" OD Schedule 40

6' - 12'

4" OD Schedule 40

12' - 19'

6-5/8" OD Schedule 40

2.04 POST TOPS: Existing posts are to be used for installation of new fence rails and fabric. If existing posts are found to be in poor condition and require replacement, conform to the following:

A. Tubular post tops shall be galvanized steel and so designed as to exclude moisture from the posts.

2.05 TOP RAIL/BOTTOM RAIL

A. The fence shall have a continuous top and bottom steel rail for its full length of 1-5/8" O.D. galvanized tubing weighing 1.35 lbs. per lineal foot as per U.S. Government Specification RR-F-191/3B. The top and bottom rail shall pass through openings provided in the line post tops and each length shall be coupled with an internal swaged sleeve for a distance of 3". The fabric shall be attached to the top and bottom rail by means of double wrapped 13 (.091") gauge tie wires

spaced at intervals of approximately 24". (All components to be galvanized and vinyl coated).

## 2.06 TRUSS BRACES

- A. For fences with fabric over 6' high, a brace rail of 1-5/8" O.D. galvanized steel tubing weighing 1.35 lbs. per lineal foot, along with a 5/16" steel truss rod and turnbuckle attachment shall be installed between terminal, corner and gate posts and each adjacent line post. (All components to be vinyl coated).

## 2.07 TENSION BARS, BANDS AND FITTINGS

- A. For fences using square terminal posts, fabric shall be attached to the square post by means of a tension bar held in place by specially designed clips. When pipe gate posts are used, fabric shall be attached to these posts by means of bands and tension bars. The fabric shall be attached to "C" section line posts by coated steel ties at intervals not to exceed 15". (All components to be vinyl coated).

## 2.08 GATES

- A. Gate frames shall be constructed of 2" square galvanized steel tubing joined at the corners by specially designed corner fittings. Internal bracing shall be 1-1/4" square steel tubing. The fabric shall be attached to the frame on all four sides by means of special hook connectors and tension rods. All gates shall be equipped with galvanized steel hinges, latch, and gate holdbacks. Latch shall be forked type or plunger-bar type to permit operation from either side of gate, with padlock eye as an integral part of latch. Double gates shall be equipped with a drop bar. (All components to be vinyl coated).

## 2.09 CAST-IN-PLACE CONCRETE

- A. General: Comply with ACI 301 for cast-in-place concrete.
- B. Materials: Portland cement complying with ASTM C 150 aggregates complying with ASTM C 33, and potable water for ready-mixed concrete complying with ASTM C 94.
  - 1. Concrete Mixes: Normal-weight concrete air entrained with not less than 4000-psi compressive strength (28 days), 3-inch slump, and 1-inch maximum size aggregate.

## 2.10 GROUT AND ANCHORING CEMENT

- A. Non-shrink, Non-metallic Grout: Premixed, factory-packages, non-staining, non-corrosive, non-gaseous grout complying with ASTM C 1107. Provide grout, recommended in writing by manufacturer, for exterior applications.

- B. Erosion-Resistant Anchoring Cement: Factory-packaged, non-shrink, non-staining, hydraulic-controlled expansion cement formulation for mixing with potable water at Project site to create pourable anchoring, patching, and grouting compound. Provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended in writing by manufacturer for exterior applications.

### PART 3 – EXECUTION

- 3.01 Metal fence posts shall be set plumb and the tops of the posts shall be brought to a smooth grade line. All metal fence posts shall be set in 4,000 psi concrete.
- 3.02 Metal fence post spacing and location shall be as follows: line posts shall have 10 foot spacing to location equidistant on the fence line. End posts shall be at the last point in the fence line and at gates. One brace assembly per end post is required. Corner posts shall be at changes of direction of 30 degrees or greater and two brace assemblies are required. Pull posts shall be at 500 foot spacing, at ends, corners, and abrupt changes in direction or grade. Two brace assemblies are required per pull post.
- 3.03 Concrete post foundations shall be cast clean in the ground (auger cut) and around the posts and the top surface shall be domed one inch above grade to shed water, provide a neat appearance when completed. Posts shall be set in holes in sizes as indicated on the plans. Terminal posts shall have braces of the quantity previously specified herein. These braces shall be securely fastened to the line posts and terminals by brace bands, rail ends, nuts and bolts. The top rail shall pass through the loops of the line post caps to form a continuous brace end-to-end of each stretch of fence. Top rail links shall be joined with rail couplings.
- 3.04 The fabric shall be secured to all terminal posts with stretcher bands fastened to the posts with stretcher bands spaced at a maximum of 14 inches. The fabric shall be tensioned during the installation procedure to give a reasonably taut completed fence. If any of the galvanized materials specified under this item have protective coating damage to the extent that effectiveness to prevent erosion of the base materials is impaired, the Owner's Representative will require the Contractor to repair such parts at no additional cost by applying two coats of approved material.
- 3.05 Gates shall be installed per manufacturer's written instructions, level, plumb and secure for full opening without interference. Attach fabric as for fencing. Attach hardware using tamper-resistant or concealed means. Install ground set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary. Adjust gate as required to operate smoothly, easily and quietly, free from binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range.

END OF SECTION





