

BID REF. NO. 2157

BOOK NO. _____

**ONEIDA COUNTY DEPARTMENT
OF
WATER QUALITY AND WATER POLLUTION CONTROL**

PROJECT MANUAL

FOR

**CONTRACT 17 – SANITARY SEWER MAINLINE REHABILITATION
PHASE XI**

ONEIDA COUNTY, NEW YORK

CWSRF PROJECT NO. C6-6070-08-10

GHD PROJECT NO. 8615202

September 2024



Syracuse, NY

BID CLARIFICATION FORM

ALL QUESTIONS MUST BE IN WRITING

PLEASE EMAIL TO Aaron.LaHart@ghd.com

BID CLARIFICATION FORM

Project:

***Sanitary Sewer Mainline
Rehabilitation Phase XI***

Request No. _____

Date: _____

Bid Reference: **2157**

Contract No. _____

Sub/Vendor: _____

Submitted by: _____

Submitted to:

***GHD
Attn: Aaron LaHart***

Question:

Answer:

Answered by:

Date:

DISTRIBUTION: _____

DOCUMENT 00001

TITLE PAGE

PROJECT MANUAL

FOR

ONEIDA COUNTY DEPARTMENT OF WATER QUALITY
AND WATER POLLUTION CONTROL

CONTRACT 17 – SANITARY SEWER MAINLINE REHABILITATION PHASE XI

ONEIDA COUNTY, NEW YORK

BID REFERENCE NO. 2157

GHD PROJECT NO. 8615202



September 2024

Prepared By:

GHD
5788 Widewaters Parkway, Syracuse, NY 13214

Warning: It is a violation of the NYS Education Law Article 145 for any Person, unless he is acting under the direction of a licensed Professional Engineer, to alter this item in any way.

DOCUMENT 00002

ONEIDA COUNTY DEPARTMENT OF WATER QUALITY
AND WATER POLLUTION CONTROL
CONTRACT 17 – SANITARY SEWER MAINLINE REHABILITATION PHASE XI
CWSRF PROJECT NO. C6-6070-08-10

BIDDING CHECKLIST

This bidding checklist is provided to assist prospective bidders with completion and submittal of their bid so that they will contain all the documents required for the contract being bid. This checklist requires that the prospective bidder file in the contract number and name, initial each item being included in the bid submission on the checklist and for the signatory on the bid form to sign this checklist and submit it as part of the bid submission.

Initial blanks next to each item on checklist, after preparing and completely executing the respective items. Initials shall only be by the same person signing the bid form.

Initial Below

1. Bidder is registered with Owner as a Plan Holder and has paid the \$100 Deposit _____
2. Bidding Checklist _____
3. Bid Form (Document C-410) _____
4. Certificate of Noncollusion (Document 00411) _____
5. Contractor's Recycling and Solid Waste Management Certification form (Document 00413) _____
6. Statement of Contractor's Qualifications (Document 00414) _____
7. Authorization to Sign Documents (Document 00416) _____
8. Bid Security (Document C-430) _____
9. Statement of Surety's Intent (Document 00426) _____
10. NYSEFC MWBE Utilization Plan _____
11. NYSEFC AIS Contract Certification _____
12. Certification for Contracts, Grants, Loans, & Cooperative Agreements _____

Certification Statement:

The above items have been fully completed and executed in full accordance with the provisions specified in the instructions contained in the Project Manual. It is further acknowledged that failure to properly complete this form or provide any of the above required documents as specified in the Project Manual is itself sufficient incontrovertible grounds for rejection of the bid, at the full discretion of the County during the evaluation of bids, and that this statement does not change or modify the information in the Project Manual.

Acknowledged and Agreed to Hereby:

By _____

Company: _____

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LIST OF DRAWINGS

The following Drawings are included in this Project Manual as Attachment A and are a part thereof. Drawings are the property of the Engineer and shall not be used for any other purpose other than contemplated by the Drawings and Project Manual.

<u>DRAWING No.</u>	<u>TITLE</u>
G-001	COVER SHEET
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C-025	SEWER REHABILITATION
C-026	SEWER REHABILITATION
C-027	SEWER REHABILITATION
C-028	SEWER REHABILITATION
C-029	SEWER REHABILITATION

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ADVERTISEMENT – NOTICE TO BIDDERS

Sealed Bids, subject to the conditions contained herein, will be received by the ONEIDA COUNTY DEPARTMENT OF WATER QUALITY AND WATER POLLUTION CONTROL until **1:30 PM local time (Official Dymo Time Stamp) on October 23, 2024**, and then publicly opened and read, for furnishing all labor and materials and performing all work for:

**CONTRACT 17 – SANITARY SEWER MAINLINE REHABILITATION PHASE XI
BID REFERENCE NO. 2157**

The Contract Documents may be viewed and ordered through the **Avalon Plan Room** website at: www.avalonplanroom.com in the “Public Bid” section. If you do not have internet access or have questions on ordering from the site, please contact Avalon Document Services at (315) 724-5555. Drawings can be picked up at any of Avalon Document Services’ locations.

A non-refundable deposit of Forty Five Dollars (\$45.00) payable to Avalon Document Services will be required to obtain the Proposal Booklet and a USB with an electronic version of the Contract Documents. Cash payments will not be accepted. The payment includes shipping of the Proposal Booklet and USB to anywhere in the Continental United States **via UPS or FedEx ground. Should potential bidders want expedited shipping they should include their UPS or FedEx account number with their planroom order, or be charged additional shipping at their expense.** By submission of the \$45.00 non-refundable payment, bidder will be registered as an official planholder. **Only official planholders are eligible to bid on the project.** Subcontractors, suppliers, equipment vendors, etc. will also be required to submit the non-refundable payment in order to receive the Proposal Booklet and USB with electronic version of the Contract Documents.

If bidders wish to purchase printed copies of the Contract Documents (beyond the Proposal Booklet), they may be obtained through Avalon. Only official planholders will be allowed to obtain printed copies of the Contract documents. Bidders acknowledge that they are responsible for review of all components of the Contract documents. Including all specification sections and drawings, regardless of how many drawings they print and in which format/size they are printed. Full-size drawings are on 22” x 34” paper. Bidders acknowledge they are responsible for properly scaling drawings if they are printed at any other size.

Bids must be submitted upon the proposal form(s) furnished in the Proposal Booklet, and must not be detached from the booklet. A bid security in the amount of 5% of the total bid payable to “Oneida County” will be required and is subject to the conditions provided in the Instructions to Bidders. Failure to submit a bid bond or certified check with bid will result in automatic disqualification of bid. Failure to submit a bid upon the proposal form(s) furnished in the Proposal Booklet or submittal of form(s) detached from the Proposal Booklet will result in automatic disqualification of bid.

The successful bidder must furnish at the time of Contract Execution a Performance Bond for an amount not less than 100% of bid price and a Labor and Material Payment Bond in accordance with the Instructions to Bidders.

Packages containing bids must be sealed, marked, and delivered to the **Oneida County Department of Water Quality and Water Pollution Control, 51 Leland Avenue, Utica, New York 13503**. Also mark on the envelope the project name, package number, and the type of work or equipment for which the proposal is submitted.

For the convenience of the potential Bidders and other interested parties, the Bidding Documents may be examined at the following locations:

Avalon Plan Room at the following website: www.avalonplanroom.com

Oneida County Purchasing Department at the following website: <http://ocgov.net/ocpb> or at their office located at 6th Floor, 800 Park Avenue, Utica, NY

Oneida County Department of Water Quality and Water Pollution Control, 51 Leland Avenue, Utica, NY.

The Owner reserves the right to revise or amend the bidding documents prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by addenda to this advertisement. Any inquiries regarding details on specifications must be directed in writing to the GHD. Attn: Aaron LaHart, Aaron.LaHart@ghd.com. The Owner also reserves the right to waive any irregularity and reject any or all bids received.

This project will be financed by the New York State Environmental Facilities Corporation through the Clean Water State Revolving Fund program. The project is subject to a 20-percent goal for MBE/WBE project participation. The County of Oneida, in order to promote its established Affirmative Action Plan, invites sealed bids from NYS Certified MBE/WBE Contractors. This Affirmative Action Policy regarding sealed bids and contracts applies to all persons without regard to race, color, national origin, age, sex, or handicap.

This contract is subject to compliance with Article 8 of the New York State Labor Law regarding prevailing rate of wages and Federal law regarding Davis-Bacon wage rates.

No Bidder may withdraw his Bid within Forty-five (45) days after the date set for the opening thereof.

Only Bidders properly registered as plan holders by the Owner will be allowed to submit a bid.

September 25, 2024
Date

Alfred Barbato
Director of Purchasing

AFFIRMATIVE ACTION

A. General

This project is being funded through the Clean Water State Revolving Fund as administered by the New York State Environmental Facilities Corporation (NYSEFC). As such, the Contractor and any subcontractor (hereinafter Contractor(s)) shall act in accordance with federal and state Minority and Women-owned Business Enterprise-Equal Employment Opportunity (MWBE-EEO) laws and regulations governing this project, including but not limited to Executive Law 15-A, 5 NYCRR Parts 140-145, and 40 CFR Part 33. The Contractor will be required to provide opportunities for minority and women-owned business participation and maintain such records and take such actions necessary to demonstrate compliance in the performance of the project.

Included is the document "Mandatory State Revolving Fund Terms and Conditions," prepared by NYSEFC with an effective date of October 1, 2023, and is made part of this Document 00203, Affirmative Action:

Attentions is specifically called to:

1. Guidance 1 – Construction Contracts: Equal Employment Opportunity (EEO) and Minority and Women Owned Business Enterprise (MWBE) Programs.
2. Guidance 2 – Construction Contracts: Requirements of the Davis-Bacon Related Acts.
3. Contract Language – Required Terms for Project Contracts and Subcontracts.
4. Required Forms.

Information can be found on NYSEFC's website:

<http://www.efc.ny.gov>

B. Minority and Women Business Enterprises (M/WBE)

The Contractor agrees to make documented "good faith efforts" to utilize **at least 20 percent combined Minority Business Enterprise(s) and or Women's Business Enterprise(s)** for the combined Federal and State Funded portions of the Project. Refer to the supporting documents attached to this Document 00203, Affirmative Action.

C. Equal Employment Opportunity

Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

D. Utilization Plan

Within the required timeframe after the award of a prime contract, the Contractor shall submit an MBE/WBE-EEO Utilization Plan with a detailed description of each of the subcontract services to be provided by NYS Certified MBE's/WBE's as well as an estimated dollar amount of each subcontract.

Refer to the supporting documents attached to this Document 00203, Affirmative Action.

E. Subcontracts

Within the required timeframe after approval of the Contractor MBE/WBE Utilization Plan by the Owner, the Contractor shall submit copies of legally signed MBE/WBE subcontracts and/or legally signed purchase orders to the Owner. These subcontracts and/or purchase orders must include the following information:

1. Actual dollar amount.
2. Job description.
3. Signatures of both parties (Prime and MBE/WBE).
4. Date of execution.

Refer to the supporting documents attached to this Document 00203, Affirmative Action.

F. Failure to Submit Documentation

The Contractor is advised that failure to submit the referenced MBE/WBE support documentation within the time stipulated may be grounds for the withholding of progress payment by the Owner. This will result in the withholding of progress payments to the Contractor. Such withholding of progress payments shall not relieve the Contractor of any requirements of the contract documents including the completion of the project within the specified contract time and any construction sequence requirement of the contract.

Refer to the supporting documents attached to this Document 00203, Affirmative Action.

G. Approved Minority/Women Business Enterprises

Only NYS Certified Minority/Women Business Enterprises may be utilized for MBE/WBE Program crediting purposes. Contractors must ensure that firms proposed for MBE/WBE participation are NYS Certified. Refer to the Empire State Development Corporation's Division of Minority and Women Business Development web site for assistance in identifying minority and women owned businesses: <http://www.empire.state.ny.us/MWBE.html>.

* * * * *

DOCUMENT 00100

INSTRUCTIONS TO BIDDERS

ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
 - 1. For purposes of these Bidding Documents, the Issuing Office is the **Oneida County Department of Water Quality & Water Pollution Control**.
 - B. *Document (or Plan) Holder of Record* – A party that is registered with the Issuing Office as a holder of Bidding Documents.
 - C. *Business Day* – Normal work day consisting of Monday through Friday but excluding Legal Holidays in which the Owner is not open for business.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum stated in the “Advertisement – Notice to Bidders” may be obtained from:
- Avalon Plan Room** website at: www.avalonplanroom.com in the Public Bid section. If you do not have internet access or have questions on ordering from the site, please contact Avalon Document Services at (315) 724-5555. Drawings can be picked up at any of Avalon Document Services’ locations.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder’s qualifications to perform the Work, Bidder shall submit with his Bid written evidence such as financial data, previous experience, present commitments, and such other data as may be called for. Refer to Document 00414 – Statement of Contractor’s Qualifications.
- 3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder’s representations and certifications.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

- 4.01 *Subsurface and Physical Conditions*
- A. The Supplementary Conditions identify:
 - 1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.

2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- 4.02 *Underground Facilities*
- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- 4.03 *Hazardous Environmental Condition*
- A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.
 - B. Copies of readily available reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- 4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.
- 4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, tests, and studies as Bidder deems necessary for submission of a Bid. Excavations will not be permitted and no pavement or structures shall be damaged/disturbed. Bidder shall restore the Site to its former condition upon completion of such investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations.
- 4.06
- A. Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.
 - B. Paragraph 6.13.C of the General Conditions indicates that if an Owner safety program exists, it will be noted in the Supplementary Conditions.

- 4.07 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
 - B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
 - D. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;
 - E. agree at the time of submitting its Bid that no further examinations, investigations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
 - F. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - G. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
 - H. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

- 5.01 A pre-Bid conference/meeting, if required will be as indicated in the “Advertisement – Notice to Bidders”. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Plan Holders of Record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 – SITE AND OTHER AREAS

- 6.01 The Site is identified in the Bidding Documents. If easements and/or rights-of-way beyond those that already exist are determined to be needed for permanent structures or permanent changes in existing facilities, they will be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional

lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 **Submit all questions about the Bid Documents in WRITING using the provided “Bid Clarification Form” (email: Aaron.LaHart@ghd.com) to the Engineer by 12:00 noon on October 15, 2024.** Questions received after this time and date will not be answered. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all Plan Holders of Record. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by a Bid Security in the form of a Bid Bond, money order, or check payable to the Owner in an amount of five (5) percent of Bidder’s maximum Bid price. Bid Bonds shall be a fully executed EJCDC Document C-430 (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions and Article 5 of the Supplemental Conditions (Document 00800). Checks shall be either cashier’s or certified. Non-guaranteed checks will not be accepted.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner’s exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 46 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 Contract times by which the Work is to be substantially completed and ready for final payment are set forth in the Bid Form and Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

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

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The risk of whether a substitute or “or-equal” item will be accepted shall be borne by the Bidder.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

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

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- 13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item, alternative, and unit price item listed therein. In the case of optional alternatives the words “No Bid,” “No Change,” or “Not Applicable” may be entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder’s name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

- 13.08 All names shall be printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.02 *Allowances*

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 11.02.B of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate Proposal Booklet. The Proposal Booklet, which includes the Bid Form, is to be completed and submitted with the Bid security and the documents identified in Document 00002 – Bidding Checklist.
- 15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the "Advertisement – Notice to Bidders" and shall be enclosed in a plainly marked package with the Project title, the name and address of Bidder, and shall be accompanied by the Bid security and other required documents (see Document 00002 – Bidding Checklist". If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED."

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.02 If within three (3) Business Days after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security

will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the “Advertisement – Notice to Bidders” and, unless obviously non-responsive, read aloud publicly.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also 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. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders, including prior experience and performance of the Bidders on similar types of Work.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications and performance capabilities, and financial ability of Bidders in accordance with the Contract Documents.
- 19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to performance and payment bonds and insurance. The successful Bidder shall deliver to the Owner prior to the execution of the Contract, Bonds covering the faithful performance of the Contract, and the payment of all obligations arising thereunder, in the amount of one hundred percent (100%) of the Contract amount with such sureties secured through the Bidder’s usual sources as may be agreeable to the parties. The premiums for such Bonds shall be paid by the Bidder.
- 20.02 The Bidder shall require the Attorney in Fact who executes the required Bonds on behalf of the surety to affix thereto a certified and current copy of his Power of Attorney indicating the monetary limit of such power. Performance Bond and Labor and Material Payment Bond shall be a fully executed EJCDC Documents C-610 and C-615(A) (copies attached).

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 14 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within 14 days thereafter, Owner shall deliver one fully signed counterpart to successful Bidder with a complete set of the Contract Documents with appropriate identification.

ARTICLE 22 – SALES AND USE TAXES

- 22.01 Owner is exempt from New York state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid. Refer to Paragraph 6.10 of the Supplementary Conditions for additional information.

ARTICLE 23 – RETAINAGE

- 23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

ARTICLE 24 – PREVAILING RATE SCHEDULES

- 24.01 This Agreement is subject to compliance with Article 8 of the New York State Labor Law regarding prevailing rate of wages. Refer to Document 00830 – Prevailing Rate Schedule – State of New York Department of Labor and Document 00840 – Prevailing Rate Schedule – Davis Bacon for wage rate supplements. Contractor shall include in his proposal all anticipated wage rate increases that may occur during the life of the Project.

ARTICLE 25 – APPLICABILITY AND USE OF EXECUTED CONTRACT

- 25.01 All Oneida County bids are open to other municipalities within the borders of Oneida County unless otherwise specified. Included are all municipalities within the Oneida County Sewer District service area.

ARTICLE 26 – CONSISTENT UNIT PRICE ITEMS THROUGHOUT BID SCHEDULES

- 26.01 Contractor is required to provide consistent unit price amounts throughout the various schedules for the same unit price items that occur across multiple schedules.

ARTICLE 27 – REIMBURSEMENTS AND GRATUITIES

- 27.01 The Owner shall not reimburse Contractors, Subcontractors, or Vendors for any costs associated with preparation of any bids, proposals, or any per diem and/or travel costs incurred during the bidding of this project.
- 27.02 Gratuity Prohibition – Contractors, Subcontractors, and Vendors shall not offer any gratuities, favors, or any other offers of monetary value to any official, employee, or agent of the Owner for purposes of consideration with this bid.



Mandatory State Revolving Fund Terms and Conditions

**For Contracts Funded with the NYS Clean Water State Revolving Fund
or Drinking Water State Revolving Fund**

Identify Contract Type prior to Advertisement for Bid:

☐ **Construction**

- ☐ **Treatment Works and Drinking Water Projects**
- ☐ **Non-Treatment Works**

☐ **Non-Construction**

Effective October 1, 2023

**New York State Environmental Facilities Corporation
625 Broadway, Albany, NY 12207-2997
P: (518) 402-6924
www.efc.ny.gov**

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INTRODUCTION

The terms and conditions below must be incorporated verbatim into contracts receiving SRF financial assistance. Additional information relating to each of the requirements is included in the companion guidance document.

REQUIRED CONTRACT LANGUAGE

COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

Broker means a firm that does not itself perform, manage or supervise the work of its contract or subcontract in a manner consistent with the normal business practices for contractors or subcontractors in its line of business.

Construction means the process by which a contractor or subcontractor builds, alters, repairs, remodels, improves or demolishes infrastructure.

Contract means an agreement between a Recipient and a Contractor.

Contractor means all bidders, prime contractors, non-construction service providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

Manufacturer means a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

MBO is designated and employed by the Recipient as a Minority Business or Compliance Officer responsible for MWBE/DBE/SDVOB/EEO reporting and compliance.

Non-Construction Provider means any individual or business enterprise that provides one or more of the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, or travel.

Recipient means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due thereunder are being paid in whole or in part. Responsible through Project Finance Agreement (PFA) to comply with EFC requirements.

State means the State of New York.

Subcontract means an agreement between a Contractor and a Subcontractor.

Subcontractor means any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Contractor.

Supplier means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

Treatment Works is defined in Clean Water Act (CWA) Section 212. This does not include nonpoint source projects as defined in CWA Section 319 and estuary management program projects as defined in CWA Section 320.

SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS

Any Architectural and Engineering (A/E) services for all CWSRF projects and for DWSRF projects receiving federal grant are required to be procured in compliance with 40 USC 1101 et. seq., and 48 CFR Part 36 Subpart 36.6. The Recipient must certify compliance to receive financing. Disregard this section if it does not apply to this Contract.

SECTION 2 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR WOMEN AND MINORITY GROUP MEMBERS

The Equal Employment Opportunities requirements of this section apply to all Contracts and Subcontracts, with the exception of: (1) the requirements under Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A which apply only to construction Contracts and Subcontracts; and (2) the Federal Affirmative Action Regulations requirements which apply only to construction Contracts and Subcontracts greater than \$10,000.

The Minority- and Women- Owned Business Enterprises ("MWBE") participation requirements of this section apply to the Contracts Meeting Article 15-A Thresholds.

Contracts Meeting Article 15-A Thresholds means Contracts or Subcontracts meeting the thresholds under New York State Executive Law Article 15-A as follows:

- a) Non-Construction Provider Contracts greater than \$25,000;
- b) Non-Construction Provider Contracts that are initially under \$25,000 but subsequent change orders or contract amendments increase the Contract value to above \$25,000;
- c) Construction Contracts greater than \$100,000; and,
- d) Construction Contracts that are initially under \$100,000 but subsequent change orders or contract amendments increase the Contract value to above \$100,000.

Disregard this section if it does not apply to this Contract or Subcontract.

I. General Provisions

- A. Contractors and Subcontractors are required to comply with the following provisions:
 1. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State Contracts meeting Article 15-A thresholds.
 2. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.
 3. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A ("Title VII") for construction Contracts related to any government programs providing federal financial assistance, as those terms are defined therein.
 4. 41 CFR Part 60-4 ("Federal Affirmative Action Regulations") for federal or federally assisted construction Contracts in excess of \$10,000, as those terms are defined therein.
 5. Section 504 of the Rehabilitation Act of 1973 ("Section 504") for any program or activity receiving federal financial assistance, as those terms are defined therein.
 6. The Age Discrimination Act of 1975 ("Age Discrimination Act") for any program or activity receiving federal financial assistance, as those terms are defined therein.

7. Section 13 of the Federal Water Pollution Control Act ("Clean Water Act") Amendments of 1972 ("Section 13") for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein.
- B. Upon request from the Recipient and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time or as otherwise determined by EFC.
- C. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(E) of this section, or enforcement proceedings as allowed by the Contract.
- D. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.

II. Equal Employment Opportunities (EEO)

- A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- B. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, Section 504, Age Discrimination Act, Section 13, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- C. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.
- D. Pursuant to 40 CFR § 7.95, the Contractor shall display a copy of the EEO notice at the project site in a visible location. The notice shall accommodate individuals with impaired vision or hearing and should be provided in languages other than English where appropriate. The notice must also identify the employee responsible for its EEO compliance. See guidance document for sample notice.
- E. The Contractor will include the provisions of Subdivisions II(A) and II(C) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.
- F. The Contractor and Subcontractor will comply with the requirements of 41 CFR § 60-1.4(b) and (c), and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor and Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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.

- G. **For construction contracts in excess of \$10,000**, the Contractor and Subcontractor will comply with the Affirmative Action Regulations and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor place affirmative action goals on Contracts and Subcontracts, as established by the United States Department of Labor. See guidance document for goals.
- H. Pursuant to 41 CFR Section 60-1.7 for federally assisted construction Contracts, Contractor and Subcontractor will annually file an EEO-1 Report with the Joint Reporting Committee for the Office of Federal Contract Compliance Programs (OFCCP) and the Equal Employment Opportunity Commission (EEOC) according to the instructions provided at <https://www.eeoc.gov/employers/eo-1-survey/eo-1-instruction-booklet> , if Contractor or Subcontractor:
1. Is not exempt from compliance pursuant to 41 CFR § 60-1.5;
 2. Has 50 or more employees;
 3. Is a prime Contractor or first tier Subcontractor; or Subcontractor below the first tier which performs construction work at the site of construction; and
 4. Has a Contract, Subcontract, or purchase order amounting to \$50,000 or more.

III. Business Participation Opportunities for MWBEs

Applicable to Contracts Meeting Article 15-A Thresholds

A. Contract Goals

1. **New York State certified MWBE participation goals for this contract are 20%.** For projects funded from the sources listed below, the goals may be achieved through any combination of MBE and/or WBE participation.
 - a. CWSRF, DWSRF & Green Innovation Grant Program (GIGP).
 - b. NYS Water Infrastructure Improvement Act Grants that are also receiving EFC financing.
 - c. NYS Intermunicipal Grants that are also receiving EFC financing.
2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at <https://ny.newnycontracts.com>.
3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals.
 - a. For construction and construction-related services Contracts or Subcontracts, the portion of the Contract or Subcontract with an MWBE serving as a Supplier, and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract. The portion of a Contract or Subcontract with an MWBE serving as a Broker, as denoted by NAICS code 425120, that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
 - b. For Non-Construction Provider Contracts or Subcontracts, the portion of a Contract or Subcontract with an MWBE serving as a Broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.
4. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or Suppliers in the performance of the Contract.

5. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted a completed copy of the MWBE Utilization Plan with all required bid forms to the MBO no later than the execution date of this Contract.
2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.
3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.
4. The Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the MBO. The Contractor shall indicate the changes to the MBO in the Monthly MWBE Contractor Compliance Report immediately following the change. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the Monthly MWBE Contractor Compliance Report or revised Utilization Plan.
5. The Contractor shall submit copies of all fully executed Subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

C. Request for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the MBO documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request aligns with the documentation identified on the Request for Waiver form, the MBO shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.
2. If the MBO, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")

1. The Contractor agrees to submit a report to the MBO by the third business day following the end of each month over the term of this Contract documenting the payments made and the progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE Report must reflect all Utilization Plan revisions and change orders.

E. Liquidated Damages - MWBE Participation

1. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.
2. Liquidated damages shall be calculated as an amount not to exceed the difference between:
 - a. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
 - b. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.
3. The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.
4. In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women's Business Development ("ESD") pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

SECTION 3 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

The requirements of this section apply to all Construction Contracts and Subcontracts

- A. New York State Veterans' Service Law Article 3, and 9 NYCRR Part 252, and/or any other related regulations promulgated thereto, provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. New York State recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of EFC Contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as Subcontractors or Suppliers, as protégés, or in other partnering or supporting roles.

- B. Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <http://ogs.ny.gov/Core/SDVOBA.asp>.
- C. Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

SECTION 4 AMERICAN IRON AND STEEL (AIS) REQUIREMENT

The requirements of this section apply to (1) all Construction Contracts and Subcontracts for DWSRF projects and CWSRF Treatment Works projects and (2) all Contracts for the purchase of iron and steel products for a DWSRF project or CWSRF Treatment Works project. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor shall submit with their bid or proposal documents an executed AIS Contractors Certification on the form attached hereto as [Attachment 2](#) acknowledging to and for the benefit of the Recipient of the Clean Water State Revolving Fund ("CWSRF") or the Drinking Water State Revolving Fund ("DWSRF") financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation ("EFC") through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

- (a) the Contractor has reviewed and understands the American Iron and Steel Requirement,
- (b) all of the iron and steel products covered by the American Iron and Steel Requirement used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and
- (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

SECTION 5 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

The requirements of this section apply to all Construction Contracts and Subcontracts greater than \$2,000 for either DWSRF projects or CWSRF Treatment Works projects. Disregard this section if it does not apply to this Contract or Subcontract.

For Contracts in Excess of \$2,000:

1. Minimum Wages

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The Davis–Bacon poster (WH–1321) can be found at <https://www.dol.gov/whd/regs/compliance/posters/davis.htm> . Wage determinations may be obtained from the US Department of Labor's website, <https://beta.sam.gov/> .

- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
 2. The classification is utilized in the area by the construction industry; and,
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1) (ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
2. Withholding. The Recipient shall upon its own action or upon written request of the EPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
3. Payrolls and basic records.
- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
 - (ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Recipient. Such documentation shall be available on request of EFC or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to EFC indicating whether or not the project is in compliance with the requirements of 29 CFR § 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/forms> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall

maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient, for transmission to EFC, EPA if requested by EPA, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or Subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Recipient, EFC, EPA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Recipient, EFC, or EPA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job

site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

- 5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.
- 6. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the Recipient may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR § 5.5.
- 7. Contract Termination: Debarment. A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR § 5.12.
- 8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by

reference in this Contract.

9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Recipient, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

For Contracts in Excess of \$100,000:

1. Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. In any Contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen,

working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Recipient and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

SECTION 6 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

The Contractor and any Subcontractors have not been debarred from or deemed ineligible for Government Contracts or federally assisted Construction Contracts pursuant to Executive Order 12549.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

SECTION 7 RESTRICTIONS ON LOBBYING

The requirements of this section apply to all Contracts and Subcontracts greater than \$100,000. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor and any Subcontractor bidding or proposing a Contract or Subcontract in excess of \$100,000 shall submit with their bid or proposal documents an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as [Attachment 3](#), consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

SECTION 8 CONSTRUCTION SIGNS

The requirements of this section apply to all EFC projects. Additional signage is required for projects receiving financing from the federal Bipartisan Infrastructure Law (BIL).

If Contractor is expected to provide an EFC Construction Sign, a specification will be included in the enclosed contract documents.

ATTACHMENTS (Required Forms)

Attachment 1 – EFC MWBE Utilization Plan



Environmental Facilities Corporation

NYS Environmental Facilities Corporation Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2 and 3. **Submit the completed, signed (electronic signature box checked and dated) form to the Recipient's Minority Business Officer (MBO) no later than the date of contract execution.** Incomplete forms will be found deficient. If more than 10 subcontractors are used, additional pages for Section 3 can be found on EFC's website.

If the prime contract is being performed by the parties to a Joint Venture, Teaming Agreement, or Mentor-Protégé Agreement that includes a certified MWBE, please contact EFC for assistance.

MWBE firms must be certified by the NYS Empire State Development Corporation (ESD) in order to be counted towards satisfaction of MWBE participation goals. The utilization of certified MWBEs for non-commercially useful functions may not be counted towards utilization of certified MWBEs in the Utilization Plan. Please note whether a firm is serving as a broker or supplier on the contract. A broker is denoted by NAICS code 425120 and is designated as a broker in [ESD's MWBE Directory](#). A supplier is denoted by a NAICS code beginning with 423 or 424, or a NIGP code that does not begin with the number 9 and is designated as a supplier in ESD's MWBE Directory. If a firm is serving as a broker, please additionally provide the percentage of the broker's commission on the contract.

See the [Mandatory Terms and Conditions](#) or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. Email the completed, signed (electronic signature box checked and dated) form to your EFC Program Compliance Specialist.

The subject heading of the email to the EFC Program Compliance Specialist should follow the format "UP, Project Number, Contractor." EFC will review the Utilization Plan and email the MBO an acceptance or denial.

**NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

SECTION 1: MUNICIPAL INFORMATION				
Recipient/Municipality:			County:	
Project No.:	GIGP No.:	Contract ID:	Registration No. (NYC only):	
Minority Business Officer:		Email:	Phone #:	
Address of MBO:				
Electronic Signature of MBO: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.				Date:

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION				
Firm Name:			Contract Type: <input type="checkbox"/> Construction <input type="checkbox"/> Other Services	
Prime Firm is Certified as: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> N/A <input type="checkbox"/> Other: If certified, please include Prime information in Section 3. If dual certified, you must select either MBE <u>or</u> WBE.				
Address:		Phone #:	Fed. Employer ID #:	
Description of Work:			Email:	
Award Date:	Start Date:	Completion Date:	MWBE GOAL Total	PROPOSED MWBE Participation
Total Contract Amount: \$ MWBE Eligible Contract Amount: \$ (MWBE Goals are applied to this amount and includes all change orders, amendments, & specialty waivers)			Total: % \$	Total: % \$

**NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

SECTION 3: MWBE SUBCONTRACTOR INFORMATION			
This Submittal is:	<input type="checkbox"/> The First/Original Utilization Plan <input type="checkbox"/> Revised Utilization Plan #:		
NYS Certified M/WBE Subcontractor Info		Contract Amount:	For EFC Use:
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % ____ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % ____ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % ____ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % ____ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			

**NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

SECTION 3: M/WBE SUBCONTRACTOR INFORMATION continued			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % ____ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % ____ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % ____ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % ____ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			
SIGNATURE			
Electronic Signature of Contractor: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWBE subcontractors will perform a commercially useful function. Name (Please Type):			Date:

Attachment 2 – AIS Contractor’s Certification



Environmental Facilities Corporation

AIS CONTRACTOR CERTIFICATION
FOR CONSTRUCTION CONTRACTS FUNDED THROUGH
THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS
OR
THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title: _____

Contractor's Name: _____

Contract ID: _____

SRF Project No.: _____

SRF Recipient Name: _____

I certify that the iron and steel products permanently incorporated into the public water system or wastewater treatment works project under this construction contract will be and/or have been produced in the United States, in accordance with the requirements of the United States Environmental Protection Agency and 33 U.S.C. § 1388, 42 U.S.C. § 300j-12(a)(4) and any regulations promulgated thereunder. I will develop and maintain necessary documentation to demonstrate that the iron and steel products permanently incorporated into the project were produced in the United States, and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature: _____

Name (print): _____

Title: _____

Date: _____

Attachment 3 – Lobbying Certification



Environmental Facilities Corporation

**New York State Environmental Facilities Corporation
CERTIFICATION REGARDING LOBBYING
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR Part 34**

SRF Project No.: _____
Recipient: _____
Project Description: _____

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____
Name: _____
Title: _____
Company Name: _____
Date: _____
Contract ID: _____

BID FORM

**ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY AND WATER POLLUTION CONTROL**

CONTRACT 17 – SANITARY SEWER MAINLINE REHABILITATION PHASE XI

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to: **County of Oneida
c/o Department of Water Quality and Water Pollution Control
PO Box 442
51 Leland Avenue
Utica, NY 13503**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:
- | <u>Addendum No.</u> | <u>Addendum Date</u> |
|---------------------|----------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; and information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs.

- E. Based on the information and observations referred to in Paragraph 3.01.D above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- I. The Bidder acknowledges that in accordance with New York State Labor Law 200, Section 220-h, every worker employed in the performance of a public works contract shall be certified as having completed an OSHA 10-Hour Construction Safety and Health Course – S1537-A.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- E. Bidder is in compliance with all Sections of Document 00801- Special Conditions Oneida County.
- F. Bidder is registered with the Owner as a Plan Holder of Record for this project.

ARTICLE 5 – BASIS OF BID

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

SUMMARY OF BID

1.	Base Bid (Total from Schedule “A”)	\$ _____ (Figures)
2.	General Contingency	\$ 250,000 (Figures)
	TOTAL BID (Sum of Items 1-2, above)	\$ _____ (Figures)

5.02 LUMP SUM AND UNIT PRICES: The above lump sum prices and unit prices for Schedules A shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Refer to Sections 01025 and 01026.

BIDDER acknowledges that BIDDER’s price(s) constitute BIDDER’s sole compensation for performing all Work required by the Contract Documents, and if a particular part of the Work is not listed in the Bid Descriptions (Sections 01025 and 01026), then BIDDER has included that part of Work in the Bid Item Description which it most logically belongs.

The BIDDER also declares that he understands that the unit price quantities shown in Schedules A are approximate only and are subject to increase or decrease. Payment will be made on actual quantities completed at the unit prices bid, and the Undersigned will make no claims for anticipated profits for any decrease in the quantities. Actual quantities will be determined upon completion of the Contract.

BIDDER acknowledges that BIDDER’s price(s) for the same unit price item are intended to be consistent throughout Schedules A, as described in Article 26 in Document 00100 Instructions to Bidders. Any additional work required shall be performed at the same unit price as bid in schedule A.

5.03 BASIS OF AWARD: Lowest and most responsible Total Bid while meeting the criteria of Article 19 in Document 00100 Instructions to Bidders.

Schedule A - Base Bid (Refer to Sections 01025 Unit Price Items and 01026 – Lump Sum Items)

PAYMENT ITEM NO.	DESCRIPTION	UNITS	QTY.	UNIT PRICE	TOTAL PRICE
1	Mobilization, demobilization, and contract administration	LS	1	Figures	Figures
				()	()
				Words	Words
2	Mud Creek Interceptor Lining	LS	1	Figures	Figures
				()	()
				Words	Words
3	CIPP Liner, 6 Inch Sewer	LF	300	Figures	Figures
				()	()
				Words	Words
4	CIPP Liner 8-12 inch Sewer	LF	42,000	Figures	Figures
				()	()
				Words	Words
5	CIPP Liner 15-18 inch Sewer	LF	700	Figures	Figures
				()	()
				Words	Words
6	CIPP Liner 20-24 inch Sewer	LF	300	Figures	Figures
				()	()
				Words	Words
7	Cleaning and Television Inspection of 6 Inch Sewer	LF	1,000	Figures	Figures
				()	()
				Words	Words

PAYMENT ITEM NO.	DESCRIPTION	UNITS	QTY.	UNIT PRICE	TOTAL PRICE
8	Cleaning and Television Inspection of 8-24 Inch Sewer	LF	136,000	<div>Figures</div> <div>()</div> <div>Words</div>	<div>Figures</div> <div>()</div> <div>Words</div>
9	Heavy Cleaning of 6 inch Sewer in Support of Rehabilitation	LF	100	<div>Figures</div> <div>()</div> <div>Word</div>	<div>Figures</div> <div>()</div> <div>Word</div>
10	Heavy Cleaning of 8-24 inch Sewer in Support of Rehabilitation	LF	13,600	<div>Figures</div> <div>()</div> <div>Word</div>	<div>Figures</div> <div>()</div> <div>Word</div>
11	Lateral Lining	EA	25	<div>Figures</div> <div>()</div> <div>Word</div>	<div>Figures</div> <div>()</div> <div>Word</div>
12	Cleaning and Television Inspections of Sewer Laterals	EA	75	<div>Figures</div> <div>()</div> <div>Word</div>	<div>Figures</div> <div>()</div> <div>Word</div>
13	Manhole Lining	VF	1,100	<div>Figures</div> <div>()</div> <div>Word</div>	<div>Figures</div> <div>()</div> <div>Word</div>
14	Manhole Raise to Grade	EA	50	<div>Figures</div> <div>()</div> <div>Word</div>	<div>Figures</div> <div>()</div> <div>Word</div>

PAYMENT ITEM NO.	DESCRIPTION	UNITS	QTY.	UNIT PRICE	TOTAL PRICE
15	Extend Manhole	VF	75	<div>Figures</div> <div>()</div> <div>Word</div>	<div>Figures</div> <div>()</div> <div>Word</div>
16	Sanitary Sewer Frame and Covers - Standard	EA	15	<div>Figures</div> <div>()</div> <div>Word</div>	<div>Figures</div> <div>()</div> <div>Word</div>
17	Sanitary Sewer Frame and Covers - Locking	EA	15	<div>Figures</div> <div>()</div> <div>Word</div>	<div>Figures</div> <div>()</div> <div>Word</div>
18	Reset Manhole Frame and Cover	EA	35	<div>Figures</div> <div>()</div> <div>Word</div>	<div>Figures</div> <div>()</div> <div>Word</div>
19	Reconstruction of Channel and Bench	EA	10	<div>Figures</div> <div>()</div> <div>Word</div>	<div>Figures</div> <div>()</div> <div>Word</div>

Note: In case of a discrepancy between the unit prices written in words and in figures, the unit prices written in wordsshall govern. In case of a discrepancy between unit prices bid and extended totals, the unit prices will govern.

ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete in 240 calendar days from the date of the Notice to Proceed and will be ready for final payment in accordance with Paragraph 14.07 of the General Conditions in 270 calendar days from the date of the Notice to Proceed.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.
- 6.03 Refer to Section 01010 Summary of Work, Paragraph 1.1.B.8 for performance and schedule of work requirements.
- 6.04 If awarded this Contract for the Work, it is the sole responsibility of the successful Bidder to prepare an approvable MWBE and EEO Utilization Plan (Utilization Plan) in accordance with Document 00203 Affirmative Action Plan and meeting the approval of the funding agency. The Owner intends to issue the applicable Notice to Proceed to the successful Bidder regardless of the status of the Utilization Plan and Bidder acknowledges that Owner will not process any payment applications prior to receipt of written funding agency approval of the required Utilization Plan. There will be no adjustments to the Contract Times due to the successful Bidder's failure to produce a timely and approved Utilization plan. Additionally, the Bidder waives any right to claims against the Owner for either failing to process or withholding payment due to Bidder's failure to produce a timely and approved Utilization Plan. Owner will begin to process payment applications once the funding agency has approved the successful Bidder's Utilization Plan.

ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid Security

- | | | | |
|----|---------------------------|--------------|---------|
| 1. | Cashier's Check Issued By | _____ | |
| or | | Name of Bank | |
| 2. | Bid Bond | | |
| | for the Sum of | _____ | _____ |
| | | Words | Figures |

B. Items included in Document 00002 – Bidding Checklist

ARTICLE 8 - DEFINED TERMS

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

ARTICLE 9 - BID SUBMITTAL

- 9.01 Owner's Rights Reserved: The undersigned understands and agrees that the Owner reserves the right to reject any and all bids or to waive any formality or technicality in any bid proposal.
- 9.02 Use of Contract: The Terms and Conditions of the Contract, shall also be available for all municipalities within Oneida County, including the member municipalities of the Oneida County Sewer District (OCSD).

OCSD member municipalities include:

Village of Clayville	Town of New Hartford	Town of Schuyler
Town of Deerfield	Village of New Hartford	City of Utica
Town of Frankfort	Village of New York Mills	Town of Whitestown
Village of Holland Patent	Village of Oriskany	Village of Whitesboro
Town of Marcy	Town of Paris	Village of Yorkville

In those cases where a member municipality elects to directly undertake and fund additional work, the municipality will contract directly with the Contractor at a legally agreed upon stipulated price.

9.03 This Bid is submitted by:

If Bidder is:

A Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (seal)

By: _____
(Signature of general partner -- attach evidence of authority to sign -- see Document 00416))

Name (typed or printed): _____

A Limited Liability Company LLC

LLC Name: _____

State in which organized: _____

By: _____
(Signature -- attach evidence of authority to sign -- see Document 00416)

Name (typed or printed): _____

Title: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability: _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in New York State is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of 1st joint venture partner -- attach evidence of authority to sign – Document 00416)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of 2nd joint venture partner -- attach evidence of authority to sign – Document 00416)

Name (typed or printed): _____

Title: _____

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

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

Federal Identification Number or Social Security Number _____

SUBMITTED on _____, 20____.

Is Bidder a NYS Certified Minority and/or Women Business Enterprise as registered with the Empire State Development Corporation's Division of Minority and Women Business Development?

_____ Yes

_____ No

DOCUMENT 00411

CERTIFICATE OF NONCOLLUSION

To **ONEIDA COUNTY**, in accordance with sealed bids for

CONTRACT 17 – SANITARY SEWER MAINLINE REHABILITATION PHASE XI

submitted under date of _____, under Section 103-d of the General Municipal Law, as amended, the Bidder certifies that:

- “(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of 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.”*

That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signatory of this bid or proposal in behalf of the corporate bidder.

COMPANY: _____

NAME (SIGNATURE): _____

NAME (PRINT): _____

DATE: _____

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

DOCUMENT 00413

CONTRACTORS RECYCLING
AND
SOLID WASTE MANAGEMENT CERTIFICATION FORM

FOR ONEIDA COUNTY CONTRACTS

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution #249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contract. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

REGULATORY COMPLIANCE

- (a) The Contractor agrees to comply with all applicable Federal, State and Local Statutes, rules and regulations as some may from time to time be amended pursuant to law.
- (b) Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

CERTIFICATION STATEMENT

"I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance."

Printed Name of Signee

Signature

Title

Date

(Sign and Return With Bid Forms)

DOCUMENT 00414

STATEMENT OF CONTRACTOR'S QUALIFICATIONS

This statement must be submitted by the Contractor with his proposal. All questions must be answered and the date given must be clear and comprehensive. This statement must be notarized. Use separate sheets for items marked "*".

1. Name of Bidder _____

2. Permanent Main Office Address _____

3. When organized or began business _____
4. If a corporation, where incorporated _____
5. How many years have you been engaged in the contracting business under your present firm name? _____
- 6.* Contracts on Hand: (Schedule these showing location, client, gross amount of each contract, and the approximate anticipated dates of completion.)
- 7.* List of contracts of a similar nature performed within the past three years with location, client, gross amount and date of completion.
8. Have you ever failed to complete any work awarded to you? _____
- 9.* Have you ever defaulted on a contract? _____
If so, where and why _____

- 10.* List your major equipment owned and available within 10 days of award of this contract.
- 11.* Background and experience of the principal members of your personnel, including the officers.
- 12.* Background and experience of project superintendent, foremen, and equipment operators that you intend to use on this project.
- 13.* Credit available - furnish written evidence.
14. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? _____
15. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in certification of the recitals comprising this Statement of Contractor's Qualifications.

Dated at _____ this _____ day of _____

20_____.

Name of Contractor

by _____

Title _____

State of _____)

County of _____) ss:

_____ being duly sworn deposes and

says that he is _____ of the _____
Name of

Organization

Notary

DOCUMENT 00415

STATEMENT OF SUBCONTRACTOR'S QUALIFICATIONS
(FOR EACH SUBCONTRACTOR)

This statement must be submitted by the Bidder for each Subcontractor with each Subcontractor's proposal. All questions must be answered and the date given must be clear and comprehensive. This statement must be notarized. Use separate sheets for items marked "*".

1. Name of Subcontractor _____

2. Permanent Main Office Address _____

3. When organized or began business _____
4. If a corporation, where incorporated _____
5. How many years have you been engaged in the contracting business under your present firm name? _
- 6.* Contracts on Hand (Schedule these showing location, client, gross amount of each contract and the approximate anticipated dates of completion.)
- 7.* List of contracts of a similar nature performed within the past three years with location, client, gross amount and date of completion.
8. Have you ever failed to complete any work awarded to you? _____
- 9.* Have you ever defaulted on a contract? _____
If so, where and why _____

- 10.* List your major equipment owned and available within 10 days of award of this contract.
- 11.* Background and experience of the principal members of your personnel, including the officers.
- 12.* Background and experience of project superintendent, foremen, and equipment operators that you intend to use on this project.
- 13.* Credit available - furnish written evidence.
14. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? _____
15. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in certification of the recitals comprising this Statement of Subcontractor's Qualifications.

Dated at _____ this _____ day of _____, 20____.

Name of Subcontractor

By _____

Title _____

State of _____)
County of _____) ss:

_____ being duly sworn deposes and says that he is _____

_____ of the _____
Name of Organization

Notary

DOCUMENT 00416

AUTHORIZATION TO SIGN DOCUMENTS

BIDDER shall attach evidence of authorization to sign the bid or proposal and upon acceptance of the bid or proposal, to sign the contract submitted by the Owner on behalf of this Partnership, Limited Liability Company, Corporation, or Joint Venture for the following project:

CONTRACT 17 – SANITARY SEWER MAINLINE REHABILITATION PHASE XI

and to include in such bid or proposal the Certificate as to Non-collusion required by Section 103-d of the General Municipal Law as the act of such Partnership, Limited Liability Company, Corporation, or Joint Venture, and for any inaccuracies or misstatements in such certificate, Bidder shall be liable under the penalties of perjury.

<<<attach evidence of authorization to sign documents here>>>

DOCUMENT 00426

STATEMENT OF SURETY'S INTENT

To: **ONEIDA COUNTY, NY**

We have reviewed the Bid of _____
(Contractor)

of: _____
(Address)

for: **CONTRACT 17 – SANITARY SEWER MAINLINE REHABILITATION PHASE XI**

Bids will be received on _____
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the performance bond and labor and material payment bond required by the Contract. The bonds to be issued will be from a surety company rated "A-" or better and licensed to do business in New York State. The form and content shall be as required by Oneida County.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to do business in the State of New York.

Name of Surety Company _____

Address _____

Telephone Number _____

Name and Title of Surety's Authorized Agent (**Please Type**)

Surety's Authorized Signature(s)

Date

Attest:

Attach Power of Attorney

(Corporate seal if any. If no seal, write
"No Seal" across this place and sign.)

DOCUMENT 00427

RELEASE OF LIENS

and

COMPLIANCE WITH LABOR RATES

State of New York)
County of Oneida)

_____, being duly sworn, deposed and says that I
am the _____, being duly sworn, deposed and says that I
(name) (title) of _____, (company)
and I make this affidavit in order to induce Oneida County to make final payment to _____, (company)
under the Contract between _____ and Oneida County for
(company)
General Construction Work performed for **Oneida County Department of Water Quality and Water Pollution
Control, Contract 17 – Sanitary Sewer Mainline Rehabilitation –Phase XI**, County of Oneida, State of New
York.

That all subcontractors have been paid and all materials and men employed by _____, (company)
have been fully paid, and that all labor, tax assessments and levies applicable to the labor performed and the
materials furnished by _____, (company)
(company), have been fully paid, and there are no outstanding bills
or claims of any nature whatsoever against _____, arising out of labor performed or
(company)
materials furnished under the aforesaid contract with Oneida County.

That the same Company has complied with or exceeded the minimum hourly rates as determined by the Department
of Labor for persons employed on the aforesaid Contract with Oneida County.

That the final payment in the sum of \$ _____ **Final Payment Amount** _____ from Oneida County hereby releases and
forever discharges Oneida County from any claim of any nature whatsoever arising out of the aforesaid Contract.

(S) _____
(Name)
(Title)

Sworn to before me this _____ day
of _____, 20 ____.

Notary Public

* * * * *

DOCUMENT 00428

GUARANTEE

(Date)

County of Oneida
c/o Department of Water Quality and Water Pollution Control
51 Leland Ave.
P.O. Box 442
Utica, NY 13503

OR

<<<SEWER SYSTEM OWNER>>>
<<<MAILING ADDRESS>>>

Re: Contract 17 – Sanitary Sewer Mainline Rehabilitation – Phase XI
Bid Ref. No. 2157

<<<LOCATION OF WORK>>>

Gentlemen:

In accordance with your request, we quote our guarantee:

_____(Company Name)_____ GUARANTEES that the materials and workmanship of the above-referenced project, are first class in every respect and in accordance with the drawings and specifications.

_____(Company Name)_____ WILL make good any defects associated with the Work not due to improper use or physical damage but including normal wear and tear which may develop within two (2) years from the date of Final Acceptance. Coverage includes full parts and materials (including shipping), labor, and other necessary expenses.

This guarantee is accompanied and fully backed by a Performance Bond as specified in paragraph 6.19.D.1 of the Supplemental Conditions to the EJCDC General Conditions.

(S)
(Name)
(Title)

ATTACHMENT: Performance Bond

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

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.

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 Laws and Regulations.

SUGGESTED FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

This Suggested Form of Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. The language contained in the Suggested Instructions to Bidders (EJCDC C-200, 2007 Edition) is also carefully interrelated with the language of this Agreement. Their usage is discussed in the Narrative Guide to the 2007 EJCDC Construction Documents (EJCDC C-001, 2007 Edition).

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

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THIS AGREEMENT is by and between _____ **County of Oneida** _____ (“Owner”) and _____ (“Contractor”).

Page 1 of 7

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Dates for Substantial Completion and Final Payment*

- A. Substantial Completion 1: All Work involving cleaning and television inspection of sewers (all diameters), heavy cleaning of sewers (all diameters), and drill and grout sewer structures will be substantially completed in 90 calendar days from the date of the Notice to Proceed and will be ready for final payment in accordance with Paragraph 14.07 of the General Conditions in 120 calendar days from the date of the Notice to Proceed.
- B. Substantial Completion 2: All Work involving cured-in-place pipe liner (all diameters), cleaning and television inspection of sewer laterals (all diameters), and lateral lining will be substantially completed in 550 calendar days from the date of the Notice to Proceed and will be ready for final payment in accordance with Paragraph 14.07 of the General Conditions in 580 calendar days from the date of the Notice to Proceed.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,000 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1,000 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01.B, below:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item.

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit and summarized below:

- | | | |
|----|------------------------------------|-------------------|
| 1. | Base Bid (Total from Schedule "A") | \$ _____ |
| 2. | Allowance-General Construction | \$ <u>250,000</u> |

TOTAL BID (Sum of Items 1 – 2 above)		\$ _____
---	--	-----------------

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on a monthly basis during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 95 percent of Work completed (with the balance being retainage).
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

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

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest in accordance with NYS General Municipal Law subsection 106b, and NYS Tax Law subsection (e) of section 1096.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor is aware that portions of the project site contain asbestos cement sanitary sewer pipe and that any work impacting **asbestos cement pipe** will be performed in accordance with regulatory requirements and the Contract Documents.
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and the Contract Documents; with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages _____ to _____, inclusive).
 - 3. Payment bond (pages _____ to _____, inclusive).
 - 4. Other bonds (pages _____ to _____, inclusive).
 - a. _____ (pages _____ to _____, inclusive).
 - b. _____ (pages _____ to _____, inclusive).
 - c. _____ (pages _____ to _____, inclusive).
 - 5. General Conditions (pages 1 to 62, inclusive).
 - 6. Supplemental Conditions (pages 1 to 12, inclusive).

7. Special Contract Conditions – County of Oneida – Document 00801 (pages 1 to 9, inclusive)
 8. “Program Requirements and Bid Packet for Construction Contracts” NYSEFC, effective October 1, 2016.
 9. Specifications as listed in the table of contents of the Project Manual (Document 00003).
 10. Drawing List - Document 00004.
 11. Addenda (numbers _____ to _____, inclusive).
 12. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor’s Bid (pages _____ to _____, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
 13. Notice of Award (pages _____ to _____, inclusive).
 14. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages _____ to _____, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Use of Contract Pricing

The Terms and Conditions of the Contract, shall also be available for all municipalities within Oneida County, including the member municipalities of the Oneida County Sewer District (OCSD).

OCSD member municipalities include:

Village of Clayville	Town of New Hartford	Town of Schuyler
Town of Deerfield	Village of New Hartford	City of Utica
Town of Frankfort	Village of New York Mills	Town of Whitestown
Village of Holland Patent	Village of Oriskany	Village of Whitesboro
Town of Marcy	Town of Paris	Village of Yorkville

In those cases where a member municipality elects to directly undertake and fund additional work, the municipality will contract directly with the Contractor at legally agreed upon stipulated prices.

10.07 REQUIRED TERMS FOR CONTRACTS AND SUBCONTRACTS RECEIVING SRF FINANCIAL ASSISTANCE

All Contracts and Subcontracts funded in whole or in part with SRF funds, must include Part 2 of the NYSEFC "Guidance on Mandatory State Revolving Fund Terms and Conditions" effective November 1, 2021, in order for SRF Recipients, Contractors,

and Subcontractors to comply with the program requirements. Refer to the EFC website at: www.efc.ny.gov/mwbe for the latest version of the bid packet to ensure that the most recent forms and contract language are being used.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

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

OWNER:

CONTRACTOR

County of Oneida

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

800 Park Avenue

Utica, NY 13501

Fed ID No.: _____
(Where applicable)

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

Agent for service of process:

Designated Representative:

Designated Representative:

Name: **Karl E. Schrantz, P.E.**

Name:

Title: **Commissioner
Department of Water Quality
and Water Pollution Control**

Title:

Phone: **(315) 798-5656**

Phone:

Facsimile: **(315) 724-9812**

Facsimile:

PERFORMANCE BOND

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

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

OWNER (*Name and Address*):

CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

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

Note: Provide execution by additional parties, such as joint venturers, if necessary.

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

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
 - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

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

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

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

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

11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*)

Surety Agency or Broker:

Owner's Representative (*Engineer or other party*):

PAYMENT BOND

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

CONTRACTOR (*Name and Address*):

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

OWNER (*Name and Address*):

CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

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

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: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

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

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

FOR INFORMATION ONLY – *(Name, Address, and Telephone)*

Surety Agency or Broker:

Owner's Representative *(Engineer or other)*:

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 Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

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and

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CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 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 Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 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. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *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.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *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.
41. *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.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *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.
44. *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.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *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 Subcontractor.
48. *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.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

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

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

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

C. *Day:*

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

D. *Defective:*

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

E. *Furnish, Install, Perform, Provide:*

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

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

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

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

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

the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

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

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

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

3.02 *Reference Standards*

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

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge 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, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

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

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

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

3.06 *Electronic Data*

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

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

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the

Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

- B. 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 known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
- 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors 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 that is uncovered or revealed either:

- 1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
- 2. is of such a nature as to require a change in the Contract Documents; or

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

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

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

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall 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 provided by others; 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:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by

Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

- 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 written notice to Contractor: (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, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, 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.G 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 and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the 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 or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

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

5.03 *Certificates of Insurance*

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

- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee 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.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

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

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
5. 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
6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. 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, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), 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 loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown 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, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this 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 loss payee 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 this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. 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, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, 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 loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, 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 and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, 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, and Engineer, and the officers, directors, members, partners, employees, agents, 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 perils 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, or Engineer, and the officers, directors, members, partners, employees, agents, 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 loss payees, 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.
- 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 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

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. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

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

6.03 *Services, Materials, and Equipment*

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

6.04 *Progress Schedule*

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

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and

- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or

other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 - 2. shall 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 a loss payee 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, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

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

6.08 *Permits*

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

6.09 *Laws and Regulations*

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

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

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

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

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

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

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

- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor

shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

6.12 *Record Documents*

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

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. 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 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).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

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

1. *Shop Drawings:*

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

2. *Samples:*

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

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

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

- a. 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;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

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

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop

Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

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

E. Resubmittal Procedures:

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

6.18 *Continuing the Work*

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

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

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

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused 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 .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors 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 officers, directors, members, partners, employees, agents, consultants and subcontractors 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.

6.21 *Delegation of Professional Design Services*

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

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

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

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *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 When Due*

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

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to 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 relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with 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 with 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. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

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.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits

and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, 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 authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

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

9.05 *Rejecting Defective Work*

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

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

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

9.07 *Determinations for Unit Price Work*

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

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

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

9.09 *Limitations on Engineer's Authority and Responsibilities*

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

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

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

10.02 *Unauthorized Changes in the Work*

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

10.03 *Execution of Change Orders*

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

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety 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), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The

opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

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

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
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 on the Work. 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, as 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, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

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

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

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

11.02 *Allowances*

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

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

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the

control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors 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.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's 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 Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

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

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

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

13.07 *Correction Period*

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

resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

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

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and

equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

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

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

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

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

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

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations 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, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or

- b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

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

D. Reduction in Payment:

- 1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or

- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination 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 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

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

14.04 *Substantial Completion*

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

pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

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

14.05 *Partial Utilization*

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

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

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

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

C. *Payment Becomes Due:*

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

14.08 *Final Completion Delayed*

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

14.09 *Waiver of Claims*

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

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

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

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. 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. 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, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction in Oneida County, NY.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

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

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

SUPPLEMENTAL CONDITIONS TO EJCDC GENERAL CONDITIONS

1. SUPPLEMENTS

The following supplements modify, change, delete from or add to the "STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT," EJCDC No. C-700, 2007 Edition. Where Articles of the General Conditions are modified or Paragraphs, Subparagraphs or Clauses thereof are modified or deleted by these supplements, the unaltered provisions of those Articles, Paragraphs, Subparagraphs or Clauses shall remain in effect.

Refer also to DOCUMENT 00802 INSURANCE REQUIREMENTS – COUNTY OF ONEIDA.

ARTICLE 1. DEFINITIONS

Add the following Definitions to 1.01 "Defined Terms":

A.52 APPROVED: Approved by ENGINEER or authority enforcing standards.

ARTICLE 2. PRELIMINARY MATTERS

Add the following new Paragraph:

2.08 *HIERARCHY*

In the event of conflict between the documents set forth below, they shall be in priority according to the order they are listed.

- ENGINEER's written clarifications and interpretations.
- Change orders.
- Administrative Agreements.
- Field Orders.
- Proposed Change Orders signed by the ENGINEER.
- Approved Shop Drawings.
- Addenda.
- Agreement.
- Measurement and Payment.
- Bid Forms and Attachments exclusive of Bond and Insurance Certificates.
- Drawings.
- Supplemental Specifications.
- Supplemental Conditions
- Special Contract Conditions – Oneida County
- Specifications.
- General Conditions.
- Supplemental Bidding Information and Requirements.
- Bidding Information and Requirements.
- Terms and Definitions.
- Advertisement.
- Bonds and Insurance Certificates.

2.08 The following is a Schedule of Submittals and established time frames for such submittals.

SCHEDULE OF SUBMITTALS		
SPECIFICATION		
<u>SECTION</u>	<u>DESCRIPTION</u>	<u>SUBMITTAL DUE</u>
C-410	Bid Form	With Bid
00411	Noncollusive Bidding Certification	With Bid
00416	Authority to Sign Documents	With Bid
C-430	Required Bid Security	With Bid
C-520	Agreement	10 days after Receipt from OWNER
C-610	Construction Performance Bond	10 Days after Notice of Award
C-615(A)	Construction Labor & Material Payment Bond	10 Days after Notice of Award
00800, 00802, and 00810	Certificate(s) of Insurance	10 days after Notice of Award
00800	List of Subcontractors	10 days after Notice of Award
01310	Preliminary Schedule	10 days after Notice of Award
01700	Project Closeout Documents	15 Days prior to Final Inspection
01720	Project Record Documents	15 Days prior to Final Inspection
Divisions 2-16	Products and Materials	21 Days after Award

ARTICLE 3. CONTRACT DOCUMENTS: INTENT, AMENDING, AND REUSE

Add the following new Paragraphs:

3.07 *ALTERATION OF DRAWINGS*

It is a violation of the law for any person unless he is acting under the direction of a licensed professional Architect/ Engineer to alter drawings in any way. Alterations must have the seal affixed along with a description of the alteration, the signature, and date.

3.08 Division 1, General Requirements, governs the execution of all sections of the specifications from Division 2 through Division 16.

3.09 *LANGUAGE*

The language of the Contract Documents is directed to the CONTRACTOR unless stated otherwise.

3.10 *INTERPRETATIONS*

If Work is described or indicated in a manner to make it impossible to carry out the requirements of the Contract Documents, or should discrepancies appear among the Contract Documents, request interpretation before proceeding with Work. If CONTRACTOR fails to make such a request, no excuse will be entertained for failure to carry out Work of Contract Documents. Should a conflict occur in or between Contract Documents, CONTRACTOR is deemed to have estimated on the more expensive way of doing the Work.

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

4.02 *SUBSURFACE AND PHYSICAL CONDITIONS*

- A. The flow data below is technical data upon which Contractor may rely on for planning by-pass pumping for work on the Oneida County Mud Creek Interceptor.

Insert Hydrograph here

4.06 *HAZARDOUS ENVIRONMENTAL CONDITIONS*

Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to OWNER.
- B. Not Used.

ARTICLE 5. BONDS AND INSURANCE

5.01 *PERFORMANCE, PAYMENT, AND OTHER BONDS:*

Add the following new Subparagraphs:

- 5.01.D The cost of all bonds shall be included in the Contract Sum.
- 5.01.E The CONTRACTOR shall deliver the required bonds to the OWNER not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the CONTRACTOR shall, prior to the commencement of the Work, submit evidence satisfactory to the OWNER that such bonds will be furnished.
- 5.01.F The CONTRACTOR shall purchase and maintain, in a company or companies licensed to do business in New York State, the required bonds. **Bonds shall be issued by a Surety Company rated "A-" or better.** As approved by OWNER.
- 5.01.G The CONTRACTOR shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.
- 5.01.H In addition to the Performance and Payment Bonds, CONTRACTOR shall provide a Maintenance Bond to remain in effect throughout the warranty period.

5.02 *LICENSED SURETIES AND INSURERS; CERTIFICATES OF INSURANCE*

Add the following new Subparagraphs:

- 5.02.B In accordance with the insurance coverages outlined in this specification, the CONTRACTOR and each subcontractor shall procure and maintain at his own expense and without expense to the OWNER, insurance of at least the kinds and amounts herein-after specified. Where a subcontractor does not provide the insurance coverage specified herein, or does not supply insurance of the kind and/or amounts specified herein, the CONTRACTOR shall provide these insurance coverages for that subcontractor.

Each policy of insurance required by the Contract shall be issued by an insurance company, rated "A-" or better, approved by the OWNER, and authorized by the State of New York to issue such policy in this state, and shall be in form and content satisfactory to the OWNER.

Each policy shall provide:

1. That the policy shall not be changed or canceled until the expiration of thirty days (30) after written notice (registered mail) to the OWNER and CONTRACTOR, and
2. That it shall be automatically renewed upon expiration unless the OWNER is given thirty days (30) (registered mail) written notice to the contrary.

Add the following new Subparagraphs:

5.03.F *PROOF OF INSURANCE*

Proof of Insurance shall be provided prior to Contract Award and within 10 days after Bid Opening.

No work shall commence under the Contract until the CONTRACTOR has delivered to the OWNER proof of insurance of all policies of insurance required by the Contract and to be procured by the CONTRACTOR in the amounts specified herein.

Proof of insurance shall be certified on the certificates of insurance supplied by this Contract, in triplicate, and executed by the authorized representative of the insurance company.

The CONTRACTOR shall also furnish the OWNER one duplicate of the original policy covering each kind of insurance issued.

5.04 *CONTRACTOR'S INSURANCE*

Delete Paragraphs 5.04.A and 5.04.B in their entirety and replace with the following new paragraph:

- 5.04 A Refer to Document 00802 INSURANCE REQUIREMENTS - COUNTY OF ONEIDA for additional information regarding the OWNER'S insurance requirements for this project.

5.06 *PROPERTY INSURANCE*

Delete Subparagraph 5.06.A.4 and substitute the following:

5.06.A.4 In addition to the materials stored at the site, the CONTRACTOR shall provide insurance coverage for portions of the Work stored off the site after written approval of the OWNER at the value established in the approval, and also for portions of the Work in transit.

Add the following new Clause:

8. The form of policy for this coverage shall be All Risk for Completed Value. CONTRACTOR shall procure and maintain policy during the life of the Contract and shall include theft.

Policy shall be in the names of the OWNER and CONTRACTOR with loss payable to the OWNER. Any deductible shall be borne by the CONTRACTOR.

Policy shall be written on a completed value form with a Two Hundred Fifty Dollar (\$250) maximum deductible and the amount of the insurance shall be at least equal to the full value of the Work, materials, and equipment that is susceptible to damage.

ARTICLE 6. *CONTRACTOR'S RESPONSIBILITIES*

6.01 *SUPERVISION AND SUPERINTENDENCE:*

Add the following new Subparagraph:

6.01.B.1 Superintendent: A qualified Superintendent experienced in the type(s) of work to be performed under this Contract and who is acceptable to the OWNER, shall be maintained on the Work Site and give efficient supervision to the Work until its completion. It shall be the responsibility of this CONTRACTOR's superintendent to coordinate the work of his crews and all the Subcontractors. The Superintendent shall be present on the Site at all times required to perform adequate supervision and coordination. If, in the opinion of the OWNER, the Superintendent functions in a manner detrimental to the project, the OWNER has the right to have the Superintendent removed from the job. The CONTRACTOR shall adhere to this right, and immediately furnish a new qualified and experienced Superintendent at no additional cost to the OWNER.

6.02 *LABOR; WORKING HOURS*

Add the following new Paragraph:

6.02.C Character of Workmen: The CONTRACTOR shall at all times be responsible for the conduct and discipline of his employees and/or any Subcontractor or persons employed by Subcontractors. All workmen must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any Superintendent, foreman, or workman employed by the CONTRACTOR or Subcontractor who in the opinion of the OWNER, does not perform his work in a skillful manner or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the request of the OWNER, be discharged immediately and shall not be employed again in any portion of the work without the approval of the OWNER.

Add the following new Paragraph:

6.02.D. Regular working hours are defined in DOCUMENT 00830. PREVAILING RATE SCHEDULE, STATE OF NEW YORK DEPARTMENT OF LABOR.

6.06 *CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS*

Add the following new Clause:

- 6.06.A.1 Unless otherwise required elsewhere in the Bid Documents within seven days of the Bid opening, the apparent successful Bidder will be required to identify all principal subcontractors to the OWNER.

Add the following new Paragraph:

- 6.06.H. OWNER may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to CONTRACTOR on account of Work performed for CONTRACTOR by a particular Subcontractor or Supplier.

6.08 *PERMITS*

Add the following new Paragraphs:

- 6.08.D CONTRACTOR is required to comply with all requirements of permits imposed upon OWNER in the same manner required by OWNER.

- 6.08.E CONTRACTOR shall obtain and pay for all other permits in connection with this project.

6.10 *TAXES:*

Add the following new Paragraph:

6.10.B *EXEMPTION FROM SALES AND USE TAXES*

OWNER is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties thereof on all materials to be incorporated into the Work.

1. OWNER will furnish the required certificates of tax exemption to CONTRACTOR for use in the purchase of supplies and materials to be incorporated into the Work.
2. OWNER's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by CONTRACTOR, or to supplies or materials not incorporated into the Work.

6.17 *SHOP DRAWINGS AND SUBMITTALS*

Add the following new Paragraphs:

- F. CONTRACTOR shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. ENGINEER will record ENGINEER's time for reviewing subsequent submittals of Shop Drawings, samples, or other items requiring approval and CONTRACTOR shall reimburse OWNER for ENGINEER's charges for such time.
- G. In the event that CONTRACTOR requests a change of a previously approved item, CONTRACTOR shall reimburse OWNER for ENGINEER's charges for its review time unless the need for such change is beyond the control of CONTRACTOR.

6.19 *CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE*

Add the following new Subparagraphs:

6.19.D *GUARANTEE*

6.19.D.1 Before final payment can be made on this contract, the CONTRACTOR shall furnish to the OWNER, a **Performance Bond** in an amount equal to the final contract sum. Said Performance Bond will remain in effect throughout the designated guarantee period, which commences from the date of final acceptance of the work. Refer to "Guarantee", Document 00428.

6.19.D.2 It is further understood and agreed that in consideration of the prices bid by the CONTRACTOR on the different items of the work under this contract and received by him on completion of the said work, the CONTRACTOR shall guarantee to maintain and keep in good repair at his own expense, the work as hereinafter set forth and provided, for a period defined in Document 00428 – Guarantee, from the date of final acceptance, and the CONTRACTOR further agrees that at the end of such period the work shall be left in a good serviceable condition, free from all defects which will impair its usefulness and durability for the purpose for which it was designed. The CONTRACTOR further agrees to make repairs deemed necessary by the ENGINEER, and in accordance with the special provisions for each type of construction as hereinafter stated, within thirty (30) days after written notice shall have been given him or his agent, personally or by delivery of such notice to his place of business or residence.

In the case that the ENGINEER deems the repairs to be of an emergency nature, the CONTRACTOR will make said repairs within three (3) days after written notice shall have been given him or his agent, personally or by delivery of such notice to his place of business or residence. Notice mailed to his designated address will be deemed sufficient.

6.20 *INDEMNIFICATION*

Add the following new Paragraphs:

6.20.D In any and all claims against the OWNER or the ENGINEER or their agents or employees or subcontractors by third parties, the indemnification obligation under this Paragraph shall apply and shall not be limited by limitation or amount of or type of damages, compensation or benefits payable by or for the CONTRACTOR or Subcontractors.

6.20.E CONTRACTOR waives all rights against the OWNER and ENGINEER and their agents, officers, directors, partners, and employees for recovery of damages to the extent where damages are covered by commercial general liability, commercial umbrella liability, business auto liability, or workers compensation and employers liability.

ARTICLE 7. *OTHER WORK AT THE SITE*

Add the following new Paragraphs:

7.04 *Claims Between Contractors*

A. Should CONTRACTOR cause damage to the work or property of any other CONTRACTOR at the Site, or should any claim arising out of CONTRACTOR's performance of the Work at the Site be made by any other CONTRACTOR against CONTRACTOR, OWNER, ENGINEER, or the construction coordinator, then CONTRACTOR (without involving OWNER, ENGINEER, or construction coordinator) shall either (1) remedy the damage, (2) agree to compensate the other CONTRACTOR for remedy of the damage, or (3) remedy the damage and attempt to settle with such other CONTRACTOR by agreement, or otherwise resolve the dispute by arbitration or at law.

- B. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless OWNER, ENGINEER, the construction coordinator 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, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any other CONTRACTOR against OWNER, ENGINEER, consultants, or the construction coordinator to the extent said claim is based on or arises out of CONTRACTOR's performance of the Work. Should another contractor cause damage to the Work or property of CONTRACTOR or should the performance of work by any other contractor at the Site give rise to any other Claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER, ENGINEER, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from OWNER, ENGINEER, or the construction coordinator on account of any such damage or Claim.
- C. If CONTRACTOR is delayed at any time in performing or furnishing the Work by any act or neglect of another contractor, and OWNER and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be CONTRACTOR's exclusive remedy with respect to OWNER, ENGINEER, and construction coordinator for any delay, disruption, interference, or hindrance caused by any other contractor. This paragraph does not prevent recovery from OWNER, ENGINEER, or construction coordinator for activities that are their respective responsibilities.

ARTICLE 8. OWNER'S RESPONSIBILITIES

Add the following new Subparagraph:

8.01.B.1 Wherever the term "**OWNER**" occurs, it shall mean the **County of Oneida, New York**.

ARTICLE 9. ENGINEER'S STATUS DURING CONSTRUCTION

OWNER'S REPRESENTATIVE

Add the following new Subparagraph:

9.01.B Wherever the term "GHD", "GHD Consulting Services", "Consultant", "ENGINEER", or "Architect/Engineer" occurs, it shall mean the firm: GHD Consulting Services, with office located at 5788 Widewaters Parkway Syracuse, New York 13214.

PROJECT REPRESENTATIVE

Add the following new Subparagraph:

9.03.B The OWNER or designated Representative (Project Representative) will provide occasional construction observation during the active construction period. "Construction observation" is defined as providing one or more experienced and qualified personnel to observe the quality of the various aspects of the CONTRACTOR's executed work.

Based on information obtained during this construction observation, OWNER will endeavor to identify, in general, if the Work is proceeding in accordance with the Contract Documents. Project Representative will not be required to make exhaustive or otherwise continuous on-site inspections to check the quality or quantity of the Work. Project Representative's efforts will be directed toward providing for a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on-site observations, Project Representative will endeavor to guard against defective Work. Project Representative's visits and on-site observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.09, and particularly, but without limitation, during or as a result of Project Representative's on-site visits or observations of CONTRACTOR's Work. Project Representative will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

No matter how extensive or intensive the Project Representative's construction observation, he will not be responsible for the CONTRACTOR's failure to carry out the work in substantial compliance with the Contract Documents. The Project Representative's duties, services, and work shall in no way supersede or dilute the CONTRACTOR's obligation to perform the Work in conformance with all contract requirements. The Project Representative is empowered to act on its behalf with respect to the proper execution of the Work and to give instruction when necessary to insure the proper execution of the Contract or to protect the OWNER 's interest.

The Project Representative is empowered to determine the amount, quality, acceptability, and fitness of all parts of the Work, to interpret the Contract Documents, to waive provisions of the Specifications to meet unforeseen conditions or circumstances revealed or arising during the course of the Work, and to decide all other questions in connection with the Work, but this authority shall not give rise to any duty or responsibility of the Project Representative to the CONTRACTOR, the Subcontractor, or any of their agents or employees to do so.

9.09 *Limitations on ENGINEER's Authority and Responsibilities*

Add the following new Subparagraph:

- 9.09.F "Notwithstanding any reference to any Laws and Regulations, ENGINEER will not assume any duty to provide supervision of construction methods or processes."

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

Delete Paragraph 11.03.D in its entirety.

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

Delete Subparagraphs 12.01.B.2 and 12.01.B.3 in its entirety and insert the following new Subparagraph:

- 12.01.B.2 By mutual acceptance of an itemized lump sum which shows the material and labor cost, plus a CONTRACTOR fee of 15% to cover overhead and profit for Work performed by his own forces. Labor cost shall include travel, insurance, social security, and other fringe benefits. For Work performed by his Subcontractors, CONTRACTOR will be allowed 5% profit over Subcontractor's costs. Subcontractor costs shall be subject to the same requirements as the CONTRACTOR costs described above. Credit to OWNER shall be exact cost savings occasioned by changes in Work.

Add the following new Paragraph:

12.04 LIQUIDATED DAMAGES

- A. It is the intent of the OWNER to assess liquidated damages due to delays attributed to the CONTRACTOR in accordance with Article 3 of the Agreement. Liquidated damages shall be paid by the CONTRACTOR to the OWNER and is based on the amount of the direct costs, expenses, and additional Engineering/inspection costs the OWNER is anticipated to incur. Notwithstanding liquidated damages, direct and consequential damages shall also be recoverable by the OWNER.

ARTICLE 14. PAYMENT TO CONTRACTOR AND COMPLETION

APPLICATION FOR PROGRESS PAYMENTS

14.02.A.1 In the first sentence, change "20 days" to "30 days".

Add the following new Subparagraphs:

- 14.02.A.4 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the first day of each month during construction as provided in Subparagraphs 14.02.A.4.a and 14.02.A.4.b below. All such payments will be measured by the schedule of values established in Paragraph 2.07 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
- 14.02.A.4.a Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Paragraph 14.02.B.5 of the General Conditions.
- 95 Percent of Work completed (with the balance being retainage).
- 95 Percent (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored, and accompanied by documentation satisfactory to OWNER as provided in Paragraph 14.02 of the General Conditions).
- 14.02.A.4.b Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100 percent of the work completed, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02.B.5 of the General Conditions and less 200 percent of ENGINEER's estimate of the value of Work to be completed or corrected as discussed in paragraph 6.02 of the Agreement.

FINAL PAYMENT AND ACCEPTANCE

Add the following to the end of Paragraph 14.07.C.1:

"Until the CONTRACTOR certifies the Final Application for Payment and the ENGINEER recommends payment, five percent (5%) [established in accordance with paragraph 14.02] of the dollar value of all work done as shown by the application shall be retained by the OWNER. Within thirty (30) days after receipt of

the application, as recommended by the ENGINEER and certified by the CONTRACTOR, the OWNER will make payment to the CONTRACTOR for the total dollar value of work done as shown by the application; less a retained amount which shall equal two times the dollar value of any work remaining to be completed, as determined by the ENGINEER; less retained amounts necessary to satisfy any claims, liens or judgments against the Contract which have not been suitably discharged; less amounts previously paid the CONTRACTOR; and less any other sums which may be lawfully deducted, the net retained amount being termed the 'Final Settlement'."

The establishing of the 'Final Settlement' in paragraph 14.13 of these Supplementary Conditions and its subsequent release to CONTRACTOR, as specified below, shall act to supersede the last two sentences of standard paragraph 14.08.A.

Add the following new Clause:

14.07.D "Release of Final Settlement:

1. The amounts retained to assure final completion of the work will be released to CONTRACTOR in the following manner:
 - a. Periodic payments will be made by OWNER in amounts which equal the dollar value of the various segments of such work as they become complete to OWNER's satisfaction, except that no payment will be made for an amount which is less than one thousand dollars unless said amount is associated with the final segment of such work. Refer to Paragraph 14.02.
 - b. Payment for the balance of the retained amount will be made by OWNER when the final segment of such work is completed to OWNER's satisfaction.

Payments will be made by OWNER within thirty (30) days after the date he receives a certification from ENGINEER that particular segments of the work are satisfactorily completed.
2. The amounts retained to satisfy any claims, liens or judgments against CONTRACTOR will be released to CONTRACTOR if evidence satisfactory to OWNER is promptly furnished that such claims, liens or judgments were suitably discharged. Any claims liens, or judgments referred to in these Contract Documents shall pertain to the project and must be filed in accordance with the terms of the applicable contract and/or applicable laws."

ARTICLE 16. Dispute Resolution

16.01.C.3 "Jurisdiction":

1. After the word "Jurisdiction" add: "in Onida County, NY".

ARTICLE 18. LABOR RATES

LABOR AND GENERAL MUNICIPAL LAWS

18.01 Specific reference is made to the following sections of the Labor and General Municipal Laws of the State of New York which apply to the Work under this Contract.

18.01.1 Labor Law

- (a) Section 220, subd. 2, re: 8 hour day, 40 hour week.

- (b) Section 220-e, re: Anti-discrimination, including all subparts.
- (c) Section 222-a, re: Elimination of dust hazards.

18.01.2 General Municipal Law

- (a) Section 103-a, re: Grounds for cancellation of contract. Section 103-b, re: Disqualification to contract.
- (b) Section 103-c, re: Removal of disqualification.
- (c) Section 103-d, re: Non-collusion.
- (d) Section 108, re: Workers' Compensation Insurance.
- (e) Section 109, re: Non-assignment of Public Contracts.

WAGE RATES

- 18.02 In compliance with Section 220 of the Labor Law of the State of New York, the schedules of hourly minimum rates of wages, including supplements for welfare, pension, vacation, and other benefits, shall apply to the Contract. If the amount of supplements provided by the employer is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to employees. The supplements listed on the enclosed schedule do not necessarily include all types of prevailing supplements in the locality, and a future determination of the Secretary of Labor may require the CONTRACTOR to provide additional supplements. The CONTRACTOR shall provide statutory benefits for disability benefits, workmen's compensation, unemployment insurance, and social security.
- 18.03 The Prevailing Wage Standards will be strictly adhered to and the CONTRACTOR shall show proof that minimum applicable wages have been paid to all persons employed by him, or employed by his agents or Subcontractors.
- 18.04 The fact that there is no minimum wage rate hereinafter stated for some classifications found to be necessary on the project will in no way affect the obligation of the CONTRACTOR or his compensation therefor.
- 18.05 The CONTRACTOR and each Subcontractor, if any, shall post in a prominent and accessible place on the site of the Work a legible statement of all wage rates and supplements as specified to be paid or provided for the various classes of mechanics, workmen, or laborers employed on the Work.
- 18.06 Labor classifications not appearing on the accompanying schedule of wages can be used only with the consent of the department of jurisdiction and then the rate to be paid will be given by the department of jurisdiction after being advised by the New York State Department of Labor.
- 18.07 CONTRACTOR is required to coordinate between Document 00830 – Prevailing Rate Schedule - New York State Department of Labor and Document 00840 – Prevailing Rate Schedule – Davis Bacon and shall comply with the payment of the applicable labor rates and supplements between the two rate schedules.

* * * * *

SPECIAL CONTRACT CONDITIONS – COUNTY OF ONEIDA

The County of Oneida has established the following clauses which are hereby made part of Agreement between Owner and Contractor.

1. EXECUTOR OR NON-APPROPRIATION CLAUSE

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 - 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110.
- 1) The Contractor certifies that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d) Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 - 2) Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
- 1) The Contractor will or will continue to provide a drug-free workplace by:
 - a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b) Establishing an on-going drug-free awareness program to inform employees about:
 - The dangers of drug abuse in the workplace;
 - The Contractor's policy of maintaining a drug-free workplace;
 - Any available drug counseling, rehabilitation, and employee assistance program; and
 - The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c) Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);

- d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 - Abide by the terms of the statement; and
 - Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e) Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f) Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 - Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).
- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
- 1) As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 - 2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

- 1) Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - 2) Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - 3) Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
- 1) The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - 2) The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
- 1) Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - 2) Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - 3) Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - 4) Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 - 5) Make available protected health information in accordance with 45 CFR § 164.524;
 - 6) Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 - 7) Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - 8) Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 - 9) At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the

County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
 - 1) HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - 2) HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - 3) There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

- b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Document, the terms of this Document shall control.

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran

Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

INSURANCE REQUIREMENTS – COUNTY OF ONEIDA

The County of Oneida has established the following insurance requirements which amend applicable paragraphs of Article 5 of the Standard General Conditions of the Construction Contract (EJCDC C-700) and Article 5 of the Supplementary Conditions to the EJCDC General Conditions (Document 00800), and are hereby made part of the Agreement between Owner and Contractor.

1. INSURANCE REQUIREMENTS:

The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an Insurance carrier qualified and admitted to do business in the State of New York. The Insurance carrier shall have at least an A- (excellent) rating by A.M. Best. All policies shall be written on an occurrence basis.

- a. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - 1) The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each project.
 - 2) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, XCU (explosion, collapse & underground coverage) and personal and advertising injury. **There shall be no exclusions to Contractual Liability for Employee Injuries (i.e. Labor Law Exclusions).**
 - 3) County of Oneida and all other parties required of the County of Oneida, shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement CG 2010 1185 or a combination of ISO forms CG 2010 1001 and CG 2037 1001 or an equivalent coverage to the additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds. Coverage for these additional insureds shall include completed operations. **If additional insured coverage cannot be provided by endorsement, an “Owners & Contractors’ Protective” policy will be required for the same liability limits noted above in the name of the “County of Oneida”.**
 - 4) Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
- b. Automobile Liability
 - 1) Business Auto Liability with limits of at least \$1,000,000 each accident.
 - 2) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - 3) County of Oneida and all other parties required of the County of Oneida, shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.
- c. Commercial Umbrella
 - 1) The minimum Umbrella limit shall be \$5,000,000.
 - 2) Umbrella coverage must include as additional insureds, all entities that are additional insureds on the CGL.

- 3) Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the County of Oneida.

d. Workers Compensation and Employers Liability

- 1) New York Statutory limits apply.

e. Owners and Contractors Protective Liability

When required (refer to the bidding documents) the Prime Contractors shall obtain insurance issued to and covering liability imposed by law upon the Contractor with respect to all work under this Contract performed by the Contractor and its subcontractors and covering all liability for damages imposed by law upon the Owner with respect to all operations under this Contract by the Contractor or by its subcontractors, including omissions and supervisory acts of Owner and Agents and employees of the insured. County of Oneida shall be the named insured. The Engineers as defined in Section 2 above, including their successors and assigns shall be named as Additional Insured. Limits are \$1 million per occurrence and \$2 million aggregate.

2. ADDITIONAL INSURED

Where the policies above require the inclusion of additional insureds, the policies shall name County of Oneida (Owner), GHD Consulting Services, Inc. (Engineer), the Owner's and Engineers' employees (including contractual) and their subconsultants/subcontractors, including their successors and assigns. Policies shall contain no Third Party Beneficiary exclusions.

3. WAIVER OF SUBROGATION

Contractor waives all rights against County of Oneida and Engineer and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability, or workers compensation and employers liability insurance maintained per requirements stated above.

4. CERTIFICATES OF INSURANCE

Prior to the start of any work, the Contractor shall provide a certificate of insurance to the County of Oneida. Acceptable certificates of insurance are the ACORD Form 25-S supplemented with ACORD Form 75S and AIA Document G715. Refer to DOCUMENT 00810 SAMPLE INSURANCE CERTIFICATE. No other forms will be accepted. 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. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County of Oneida. If upon the request, the Contractor shall furnish within 5 days to the County of Oneida one duplicate of the original policy covering each kind of insurance issued.

5. DEDUCTIBLES

Where an insurance policy carries deductibles, the Contractor shall pay all costs not covered because of deductibles.

6. GENERAL CONDITION

All policies required herein shall remain in effect throughout the construction phase and remain in effect for two (2) years after final acceptance of the Work.

DOCUMENT 00810
SAMPLE INSURANCE CERTIFICATES

DOCUMENT 00830
PREVAILING RATE SCHEDULE
STATE OF NEW YORK
DEPARTMENT OF LABOR
AND
DAVIS BACON
U.S. DEPARTMENT OF LABOR

- A. General
 - 1. This project is subject to compliance with the New York State Department of Labor Prevailing Rate Schedule.
- B. Coordination with Davis Bacon Prevailing Rate Schedule
 - 1. Refer to this section for requirements related to coordination of payment of New York State and Federal Prevailing wages.
 - 2. Where conflicts exist between the NYSDOL and Davis Bacon Prevailing Wage Rates, the higher rate shall govern.
- C. Contractor shall comply with prevailing wage rates as set forth by the New York State Department of Labor (NYSDOL) and outlined in the Contract Documents.
- D. Wage rates for this project are attached herein and are available on the NYSDOL website. To retrieve the Wage Rate Schedule, follow the steps outlined below:
 - 1. Go to: <https://apps.labor.ny.gov/wpp/showFindProject.do?method=showIt>
 - 2. Enter # 2024011761 as the PRC# for this project and click "Submit."
 - 3. To download the wage schedule, click the link Wage Schedule in the upper right of the page.
- E. Contractor must comply with Federal Prevailing Wage Rates as set forth by the Davis-Bacon Act. Wages rates for this project are attached herein and are available on the Department of Labor's website. To retrieve the Wage Determination, follow the steps outlined below:
 - 1. Go to: <https://sam.gov/content/wage-determinations>
 - 2. Click "Public Building or Works"
 - 3. Select the state and county under the select criteria tab.
 - 4. Select the applicable wage determination in the search results and click "Download" or "Print."
- F. Contractor must pay, at a minimum, either the New York State or Federal wage rate for similar classifications, whichever is greater. Contractor is responsible for obtaining the latest Federal and State wage rates immediately prior to Bid opening and preparing the Bid accordingly. Contractor is also responsible to pay the current wage rates if there are wage increases after the Bid opening with no increase in contract price.
- G. The rates of pay set forth under the Federal and New York State Prevailing Wage Schedules are the minimum to be paid during the life of the contract. It is therefore the responsibility of the bidders to inform themselves as to the local labor conditions, such as the length of the work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustment of rates.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Oneida County Department WWPC

Tyler Pitts
285 Delaware Avenue Suite 500
Buffalo NY 14202

Schedule Year 2024 through 2025
Date Requested 09/16/2024
PRC# 2024011761

Location Town of New Hartford
Project ID# 8615201
Project Type Rehabilitation of sanitary sewers and manholes across the Village of Yorkville and the Town of New Hartford.

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. 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.

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

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

Payrolls and Payroll Records

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

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 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

Oneida County Department WWPC

Tyler Pitts
285 Delaware Avenue Suite 500
Buffalo NY 14202

Schedule Year 2024 through 2025
Date Requested 09/16/2024
PRC# 2024011761

Location Town of New Hartford
Project ID# 8615201
Project Type Rehabilitation of sanitary sewers and manholes across the Village of Yorkville and the Town of New Hartford.

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 .

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

Effective June 23, 2020

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

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

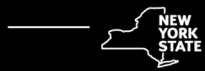
Penalties for paying workers off the books or improperly treating employees as independent contractors:

- **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. 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 – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Payrolls and Payroll Records

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

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

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

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

Oneida County General Construction

Boilermaker

09/01/2024

JOB DESCRIPTION Boilermaker

DISTRICT 7

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2024

Boilermaker \$ 37.98

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 26.62*
+ 1.48

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

REGISTERED APPRENTICES

WAGES per hour: Six (6) month terms at the following percentage of Journeyworker's wage.

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

SUPPLEMENTAL BENEFITS per hour:

\$ 19.78*	\$ 19.78*	\$ 20.76*	\$ 21.73*	\$ 22.71*	\$ 23.69*	\$24.67*	\$ 25.64*
+ 1.48	+ 1.48	+ 1.48	+ 1.48	+ 1.48	+ 1.48	+ 1.48	+ 1.48

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

7-175

Carpenter - Building

09/01/2024

JOB DESCRIPTION Carpenter - Building

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Herkimer, Madison, Oneida, Seneca, Yates

WAGES

Per hour: 07/01/2024 07/01/2025

		Additional
Carpenter	\$ 30.85	\$ 1.30*
Floor Coverer	30.85	1.30*
Carpet Layer	30.85	1.30*
Drywall	30.85	1.30*
Diver - Wet Day	61.25	0.00
Diver - Dry Day	31.85	1.30*
Dive Tender	31.85	1.30*

*To be allocated at a later date.

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

- Pile Drivers/Dock Builders shall receive \$0.25 per hour over the Journeyworker's rate of pay when performing piledriving/dock building work.
- Certified Welders shall receive \$1.00 per hour over the Journeyworker's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work.
- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus \$1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):

- 0' to 80' no additional fee
- 81' to 100' additional \$0.50 per foot
- 101' to 150' additional \$0.75 per foot
- 151' and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
 - 0' to 50' no additional fee
 - 51' to 100' additional \$0.75 per foot
 - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

SHIFT WORK

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

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 21.69

OVERTIME PAY

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

HOLIDAY

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

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

REGISTERED APPRENTICES

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

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

Supplemental Benefits per hour:

\$ 12.60 \$ 12.61 \$ 15.21 \$ 15.21

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

- Pile Driving/Dock Builder apprentices shall receive an additional \$0.25 per hour worked when performing piledriving/dock building work.
- Certified Welders shall receive \$1.00 per hour over the apprentices rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work.
- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus \$1.50 per hour.

6-277B-Cay

Carpenter - Building / Heavy&Highway

09/01/2024

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing west to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

WAGES

Wages per hour: 07/01/2024

Carpenter - ONLY for
Artificial Turf/Synthetic
Sport Surface

\$ 36.48

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 26.55

OVERTIME PAY

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

HOLIDAY

Paid: See (5) on HOLIDAY PAGE

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

Notes:

When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. When a holiday falls upon a Sunday, it shall be observed on the following Monday.

An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

REGISTERED APPRENTICES

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

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

Supplemental Benefits per hour:

\$18.58	\$19.14	\$21.24	\$21.79
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2-42AtSS

Carpenter - Heavy&Highway

09/01/2024

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

Chenango, Herkimer, Madison, Oneida, Otsego

WAGES

Per hour 07/01/2024

Carpenter	\$ 42.28
Piledriver	42.28
Diver-Wet Day	67.28
Diver-Dry Day	43.28
Diver-Tender	43.28

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

- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.50 per hour.
- Certified welders when required to perform welding work will receive an additional \$2.50 per hour.

ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:

- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- All crew members aboard a submersible shall receive the Diver-Wet Day rate.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
 - 0' to 50' no additional fee
 - 51'to 100' additional \$.50 per foot
 - 101'to 150' additional \$.75 per foot
 - 151'and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
 - 0' to 50' no additional fee
 - 51' to 100' additional \$.75 per foot
 - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

SHIFT WORK

When project owner mandates a single irregular work shift, the Journeyworkers and Apprentices will receive an additional \$3.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 26.55

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

- In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday.

- The employee must work their scheduled workday before and their scheduled workday after the holiday to receive holiday pay.

REGISTERED APPRENTICES

CAPRENTER APPRENTICES

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

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

Supplemental Benefits per hour:

\$ 18.58	\$ 19.14	\$ 21.19	\$ 21.74	\$ 22.29
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PILEDRIWER/DOCKBUILDER APPRENTICES

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

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

Supplemental Benefits per hour:

\$ 18.58	\$ 19.14	\$ 21.19	\$ 21.74
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NOTE ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:

- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.50 per hour.

- Certified welders when required to perform welding work will receive an additional \$2.50 per hour.

2-277HH-CHMOO

Electrician

09/01/2024

JOB DESCRIPTION Electrician

DISTRICT 6

ENTIRE COUNTIES

Cortland, Herkimer, Madison, Oneida, Oswego

PARTIAL COUNTIES

Cayuga: Townships of Ira, Locke, Sempronius, Sterling, Summerhill and Victory.

Chenango: Only the Townships of Columbus, New Berlin and Sherburne.

Onondaga: Entire County except Townships of Elbridge and Skaneateles.

Otsego: Only the Townships of Plainfield, Richfield, Springfield, Cherry Valley, Roseboom, Middlefield, Otsego, Exeter, Edmeston, Burlington, Pittsfield and New Lisbon.

Tompkins: Only the Township of Groton.

Wayne: Only the Townships of Huron, Wolcott, Rose and Butler.

WAGES

Per hour:	07/01/2024	06/01/2025	06/01/2026
		Additional	Additional
Electrician	\$ 47.00	\$ 5.00*	\$ 5.25*
Teledata	47.00		
Cable Splicer	51.70		

* To be allocated at a later date.

NOTE: Additional premiums for the following work listed (Amounts subject to premiums):

- Additional \$2.50 per hour for work performed over 35 feet above the ground, floor, or roof levels or where work is required in tunnels, shafts, or under compressed air 35 feet below the ground level.

- Additional \$3.00 per hour for working over 50 feet above or below ground, floor, or roof level. This includes work on ladders, "toothpicks", scaffolds, boatswain chairs, towers, smokestacks or other open structures, or mechanical lifts used over 60 feet.

Occupied Conditions: When necessary to perform alteration and/or renovation work and owner mandates (due to occupied conditions) prevent the work from being performed during "normal" working hours (defined as between 6:00 a.m. and 4:30 p.m. Monday through Friday), alternate hours may be worked, provided: 1) The hours are established for a minimum of five (5) days duration or the length of the job, whichever is shorter; and 2) An entire work scope within a job-site area is performed utilizing the varied hours. If these conditions are satisfied, all hours worked Monday through Friday of a shift that starts before or ends after the "normal" hours, shall be paid at the appropriate rate plus fifteen percent (15%). However, the following restrictions shall apply:

- 1) "Alternate" hours shall consist of a minimum of eight (8) consecutive hours per day.
- 2) Hours worked in excess of eight (8) hours per day, Monday through Friday, shall be paid at a rate of one and one-half times the applicable rate (day-shift + 15%).
- 3) Hours worked on Saturday shall be paid at time and one-half the applicable rate.
- 4) Hours worked on Sundays and Holidays shall be paid at double the straight time rate.

5) Work of a new construction nature may not be worked under these conditions.

SHIFT WORK

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF EIGHT (8) HOURS FOR AT LEAST FIVE (5) DAYS DURATION WHICH MAY HAVE BEEN WORKED. WHEN TWO (2) SHIFTS OR THREE (3) SHIFTS ARE WORKED:

1ST SHIFT	8:00AM - 4:30PM:	Regular wage rate
2ND SHIFT	4:30 PM - 1:00 AM:	Regular wage rate plus 15%
3RD SHIFT	12:30 AM - 9:00 AM:	Regular wage rate plus 25%

SUPPLEMENTAL BENEFITS

Per hour:

	\$ 31.92 plus
Journeyworker	3% of hourly wage paid*

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

OVERTIME PAY

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

* NOTE: On Saturday the first 8 hours worked shall be paid at a rate of one and one-half times the applicable rate. All additional hours are payable at double the straight time rate.

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, 15, 26) on HOLIDAY PAGE

NOTE: If any of the above holidays fall on Saturday, Friday shall be observed as the holiday. If any of the above holidays fall on Sunday, Monday shall be observed as the holiday.

REGISTERED APPRENTICES

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

1st period 40% (0-1000 hrs.)	\$ 18.80
2nd period 45% (1001-2000)	21.15
3rd period 50% (2001-3500)	23.50
4th period 60% (3501-5000)	28.20
5th period 70% (5001-6500)	32.90
6th Period 80% (6501-8000)	37.60

SUPPLEMENTAL BENEFITS per hour:

1st period	\$ 14.34*
2nd period	14.34*
3rd period	28.92*
4th period	29.52*
5th period	30.12*
6th period	30.72*

* PLUS 3% OF HOURLY WAGE PAID, STRAIGHT TIME RATE OR PREMIUM RATE.

6-43

Elevator Constructor

09/01/2024

JOB DESCRIPTION Elevator Constructor

DISTRICT 6

ENTIRE COUNTIES

Broome, Cayuga, Chenango, Cortland, Franklin, Jefferson, Lewis, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins

PARTIAL COUNTIES

Delaware: Only the towns of: Tompkins, Walton, Masonville, Sidney, Franklin and Deposit.

Madison: Only the towns of: Cazenovia, DeRuyter, Eaton, Fenner, Georgetown, Lebanon, Lenox, Nelson and Sullivan.

Oneida: Only the towns of: Camden, Florence and Vienna.

WAGES

Per hour:	07/01/2024	01/01/2025	01/01/2026
Elevator Constructor	\$ 56.01	\$ 58.455	\$ 61.003
Helper	39.21	40.92	42.70

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 37.885*	\$ 38.435*	\$ 38.985*
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*NOTE - add 6% of regular hourly rate for all hours worked. Add 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 holiday falls on a Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

WAGES per hour: 1 year terms at the following percentage of the Elevator Constructor wage.

0-6	6-12	2nd	3rd	4th
months	months	year	year	year
50%	55%	65%	70%	80%

SUPPLEMENTAL BENEFITS per hour:

0-6 months: 6% of the hourly apprentice rate paid, no additional supplemental benefits.

All other terms: Same as Journeyworker

6-62.1

Elevator Constructor

09/01/2024

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

Per hour

07/01/2024

01/01/2025

Mechanic

\$ 55.32

\$ 57.73

Helper

70% of Mechanic
Wage Rate

70% of Mechanic
Wage Rate

SUPPLEMENTAL BENEFITS

Per hour

07/01/2024

01/01/2025

Journeyworker/Helper

\$ 37.885*

\$ 38.435*

(*)Plus 6% of hourly rate, if less than 5 years of service. Plus 8% of hourly rate, if more than 5 years of service.

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

Wages per hour:

0-6 mo*	6-12 mo	2nd yr	3rd yr	4th yr
50%	55 %	65 %	70 %	80 %

(*)Plus 6% of the hourly rate, no additional supplemental benefits.

Supplemental Benefits - per hour worked:

Same as Journeyperson/Helper

1-35

Glazier

09/01/2024

JOB DESCRIPTION Glazier

DISTRICT 5

ENTIRE COUNTIES

Cayuga, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego

WAGES

Per Hour: 07/01/2024

Glazier \$ 28.00

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 26.69

OVERTIME PAY

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

*Note - Or circumstances beyond the control of the employer.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

1000 hour terms:

Appr. 1st term	\$18.00
Appr. 2nd term	19.00
Appr. 3rd term	20.00
Appr. 4th term	21.00
Appr. 5th term	22.00
Appr. 6th term	23.00
Appr. 7th term	24.00
Appr. 8th term	25.00

Supplemental Benefits per hour:

Appr. 1st term	\$ 12.87
Appr. 2nd term	12.87
Appr. 3rd term	18.87
Appr. 4th term	18.87
Appr. 5th term	19.87
Appr. 6th term	19.87
Appr. 7th term	20.87
Appr. 8th term	20.87

5-677.Z-2

Insulator - Heat & Frost

09/01/2024

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 7

ENTIRE COUNTIES

Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins

WAGES

Per hour: 07/01/2024

Asbestos Installer	\$ 41.50
Insulation Installer	41.50
(On mechanical systems only)	

SHIFT WORK

The following rates will apply on all contracting agency-mandated shifts worked:

1st Shift	\$ 41.50
2nd Shift	47.72

3rd Shift 49.80

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 25.09

OVERTIME PAY

See (*B1, **K, P) on OVERTIME PAGE

*NOTE: First 10 hours on Saturday.

**NOTE: Holidays that fall on Sunday are subject to double time.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (2*,4,6,28) on HOLIDAY PAGE

*Triple time for Labor Day if worked.

REGISTERED APPRENTICES

WAGES per hour: One (1) year terms at the following percentage of Journeyworker's wage.

1st	2nd	3rd	4th
60%	70%	80%	90%
\$ 24.90	\$ 29.05	\$ 33.20	\$ 37.35

SUPPLEMENTAL BENEFITS per hour:

\$ 22.59	\$ 22.59	\$ 25.09	\$ 25.09
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7-30-Syracuse

Ironworker

09/01/2024

JOB DESCRIPTION Ironworker

DISTRICT 7

ENTIRE COUNTIES

Franklin, Herkimer, Lewis, Oneida, St. Lawrence

PARTIAL COUNTIES

Chenango: Only the Townships of Columbus, New Berlin, North Norwich, Plymouth, Sherburne and Smyrna.

Fulton: Only the Townships of Caroga, Ephratah, Oppenheim, and Stratford.

Hamilton: Only the Townships of Arietta, Indian Lake, Inlet, Lake Pleasant, Long Lake and Morehouse.

Jefferson: Only the Townships of Antwerp, Champion, Philadelphia and Wilna.

Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Madison, Oneida and Stockbridge.

Montgomery: Only the Townships of Canajoharie, Minden, Palatine and St. Johnsville.

Otsego: Only the Townships of Burlington, Cherry Valley, Decatur, Edmeston, Exeter, Hartwick, Middlefield, New Lisbon, Otsego, Pittsfield, Plainfield, Richfield, Roseboom, Springfield and Westford, and the Village of Cooperstown.

WAGES

Per hour:	07/01/2024	07/01/2025	07/01/2026
		Additional	Additional
Structural/Reinforcing	\$ 33.50	\$ 2.63*	\$ 2.74*
Mach. Mover/Ornamental	33.50	2.63*	2.74*
Stone Derrickman	33.50	2.63*	2.74*
Chain Link Fence	33.50	2.63*	2.74*
Sheeter Ironworker	33.50	2.63*	2.74*
Pre-Engineered Building	33.50	2.63*	2.74*
Window Erector	33.50	2.63*	2.74*
Precast Erector	33.50	2.63*	2.74*
Welder	33.50	2.63*	2.74*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 32.28

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: Any holiday which occurs on Sunday shall be observed the following Monday. Any holiday which occurs on Saturday shall be observed the previous Friday.

REGISTERED APPRENTICES

WAGES per hour: 1500 hour terms at the following wage.

1-1500hrs	\$ 21.50
1501-3000hrs	23.50
3001-4500hrs	25.50
4501-6000hrs	27.50

SUPPLEMENTAL BENEFITS per hour:

1-1500hrs	\$ 13.69
1501-3000hrs	22.06
3001-4500hrs	23.26
4501-6000hrs	24.45

7-440

Laborer - Building

09/01/2024

JOB DESCRIPTION Laborer - Building

DISTRICT 1

ENTIRE COUNTIES

Hamilton, Herkimer, Madison, Oneida

PARTIAL COUNTIES

Fulton: Only the Townships of Stratford, Oppenheim, Caroga and Ephratah

Montgomery: Only the Townships of Minden, St. Johnsville, Canajoharie, Palatine and Root

WAGES

GROUP #1: Basic

GROUP #2: Pipe Layer, Mortar Mixer, Walk behind Mortar Buggie and Power Lift

GROUP #3: Wagon Drill(Where separate air compressor unit supplies power.)

GROUP #4: Blaster, Formsetter, Riding Mortar Buggy

GROUP #5: Hazardous Waste Removal

GROUP #6: Asbestos and Lead Removal

WAGES per hour: 07/01/2024

Building Laborer:

Group # 1	\$ 32.64
Group # 2	32.79
Group # 3	33.04
Group # 4	33.14
Group # 5	34.14
Group # 6	34.14

SUPPLEMENTAL BENEFITS

Per hour:

07/01/2024

All groups

\$ 27.30

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

1000 Hour terms at the following percentage of Journey person's basic hourly wage.

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

Supplemental Benefits per hour worked

07/01/2024

Apprentices

\$ 27.30

1-190z2B

Laborer - Heavy&Highway

09/01/2024

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Hamilton, Herkimer, Madison, Oneida

PARTIAL COUNTIES

Fulton: Only Townships of Stratford, Oppenheim, Caroga and Ephratah

Montgomery: Only Townships of Minden, St. Johnsville, Canajoharie, Palatine and Root.

WAGES

GROUP # A: Basic, Drill Helper, Flagman, Outboard and Hand Boats.

GROUP # B: Bull Float, Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of all SteelMash, Small Generators for Laborers Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Tail or Screw Operator on Asphalt Paver, Water Pump Operators (1-1/2" and Single Diaphragm), Nozzle (Asphalt, Guniting, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer.

GROUP # C: Rock or Drilling Machine Operators (only where a separate air compressor unit supplies power), Acetylene Torch Operators, Asphalt Raker and Powderman.

GROUP # D: Blasters, Form Setters (prefab curb radius), Stone or Granite Curb Setters.

GROUP # E: Employees performing hazardous waste removal, lead abatement and removal, or asbestos abatement and removal on a State and/or Federally designated waste site & where relevant State or Federal regulations require employees to use or wear forms of personal protection.

Per hour: 07/01/2024

Heavy/Highway Laborer:

GROUP # A	\$ 40.65
GROUP # B	40.85
GROUP # C	41.05
GROUP # D	41.25
GROUP # E	43.15

SHIFT WORK

All employees who work a single irregular workday that starts from 5:00 pm to 1:00 am on a governmental mandated night shift shall be paid an additional \$5.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour: \$ 28.69

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it will be celebrated on Monday. If the Monday Holiday is worked it will be paid at double time plus the Holiday pay. If the Holiday falls on a Saturday employer can choose to celebrate Saturday or give Friday off with pay. If the Saturday Holiday is worked it will be paid at double time plus the Holiday pay

REGISTERED APPRENTICES

Wages per hour

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

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

SUPPLEMENTAL BENEFITS per hour worked

Apprentices \$ 28.69

1-190z2H/H

Laborer - Tunnel

09/01/2024

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 1

ENTIRE COUNTIES

Albany, Fulton, Hamilton, Herkimer, Madison, Montgomery, Oneida, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

WAGES

Class 1: All support laborers/sandhogs working above the shaft or tunnel

Class 2: All laborers/sandhogs working in the shaft or tunnel

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

Per Hour	07/01/2024
Class 1	\$ 47.20
Class 2	49.20
Class 4	51.45
Class 5	43.45

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional \$ 3.00 an hour.

SUPPLEMENTAL BENEFITS

Per hour	
Journeyworker	\$ 29.15
OVERTIME PAY	
See (B, E, Q, V) on OVERTIME PAGE	

HOLIDAY

Paid:	See (5, 6, 15, 25) on HOLIDAY PAGE
Overtime:	See (5, 6, 15, 16, 25) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

FOR APPRENTICE RATES, refer to the appropriate Laborer Heavy & Highway wage rate contained in the wage schedule for the County and Location where the work is to be performed.

1-190/157T

Lineman Electrician	09/01/2024
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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
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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

09/01/2024

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

09/01/2024

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

Crane Operators: Operation of any type of crane on Traffic Signal/Lighting projects.
Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on Traffic Signal/Lighting projects.
Digging Machine Operator: All other digging equipment and augering on Traffic Signal/Lighting projects.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.

Per hour:	07/01/2024
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Group A:	
Lineman, Technician	\$ 50.54
Crane, Crawler Backhoe	50.54
Certified Welder	53.07

Group B:	
Digging Machine	45.49
Tractor Trailer Driver	42.96
Groundman, Truck Driver	40.43
Equipment Mechanic	40.43

Flagman 30.32

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

SHIFT WORK

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

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

SUPPLEMENTAL BENEFITS

Per hour worked:

07/01/2024

Group A \$ 30.90
*plus 7% of
the hourly
wage paid

Group B \$ 26.90
*plus 7% of
the hourly
wage paid

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

OVERTIME PAY

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

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

Overtime: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2024

\$ 26.90
*plus 7% of
the hourly
wage paid

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

6-1249a-LT

Lineman Electrician - Tree Trimmer

09/01/2024

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also includes stump removal near underground energized electrical lines including telephone and CATV lines.

Per hour:	07/01/2024
Tree Trimmer	\$ 31.44
Equipment Operator	27.80
Equipment Mechanic	27.80
Truck Driver	23.15
Groundman	19.07
Flag person	15.00*

*NOTE-Rate effective on 01/01/2025 - \$15.50 due to minimum wage increase.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2024
Journeyworker	\$ 10.48 *plus 4.5% of the hourly wage paid

* The 4.5% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY
See (B, E, Q, X) on OVERTIME PAGE
WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY
Paid: See (5, 6, 8, 15) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE
NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday. All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

Mason - Building

09/01/2024

JOB DESCRIPTION

Mason - Building

DISTRICT 12

ENTIRE COUNTIES
Herkimer, Jefferson, Lewis, Oneida, St. Lawrence

PARTIAL COUNTIES
Madison: Entire County except the Townships of Sullivan & Cazenovia

WAGES	
Per hour	07/01/2024
Tile/Marble/Terrazzo	
Setter	\$ 35.85
Finisher	28.52

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman Setters	\$ 20.01
Journeyman Finishers	19.30

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

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

REGISTERED APPRENTICES
Wages per hour

Hour terms at the following percentage of journeyman's wage

Setter:

1st term 500 hours	60%
2nd term 1000 hours	70%
3rd term 1000 hours	80%
4th term 1000 hours	85%
5th term 1000 hours	90%
6th term 1500 hours	95%

Finsher;

1st term 500 HOURS	70%
2ND term 1000 HOURS	80%
3RD term 1000 HOURS	90%
4TH term 1200 HOURS	95%

Supplemental Benefits per hour worked

Setter:

1st & 2nd Term	\$ 12.41
3rd & 4th Term	16.21
5th Term	18.11
6th Term	20.01

Finishers:

1st & 2nd Term	\$ 11.76
All others	15.53

12-2TS.2

Mason - Building

09/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 12

ENTIRE COUNTIES

Herkimer, Oneida

PARTIAL COUNTIES

Lewis: The townships of Lewis, Leyden, Osceola, Turin and West Turin

Madison: Entire County except the Townships of Sullivan and Cazenovia

WAGES

Per hour 07/01/2024

Bricklayer/Blocker	\$ 39.24
Cement Mason(Bldg)	39.24
Plasterer/Fireproofing*	39.24
Stone Mason	39.24
Concrete Cutter	39.24
Pointer/Caulker/Cleaner	39.24

Additional \$.25 per hr. for work in restricted radiation area of atomic plant.

Additional \$5.00 per day more for employees working on a two-point suspension scaffold (Pointer, Caulker, and Cleaner are excluded).

(*)Fireproof on Structural only.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 21.63

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

750 hour terms at the following percentage of Journey's wage

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

Supplemental Benefits per hour worked:

All Terms	\$21.63	12-2b.2
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Mason - Heavy&Highway

09/01/2024

JOB DESCRIPTION

Mason - Heavy&Highway

DISTRICT 12

ENTIRE COUNTIES
Albany, Cayuga, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Madison, Montgomery, Oneida, Oswego, Rensselaer, Saratoga, Schenectady, Schoharie, St. Lawrence, Warren, Washington

PARTIAL COUNTIES
Onondaga: For Heavy & Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&Highway tag 1-2h/h on.

WAGES
Per hour
07/01/2024

Mason &
Bricklayer \$ 42.26

Additional \$1.00 per hour for work on any swing scaffold or staging suspended by means of ropes or cables.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman
\$ 22.43

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

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

REGISTERED APPRENTICES
Wages per hour

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

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

Supplemental Benefits per hour worked

0 to 500 Hours	\$ 13.68	12-2hh.1
All Other	22.43	

Millwright

09/01/2024

JOB DESCRIPTION

Millwright

DISTRICT 6

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

WAGES
THE FOLLOWING RATE APPLIES TO ANY GAS/STEAM TURBINE AND OR RELATED COMPONENT WORK, INCLUDING NEW INSTALLATIONS OR MAINTENANCE AND ANY/ALL WORK PERFORMED WITHIN THE PROPERTY LIMITS OF A NUCLEAR FACILITY.

Per hour:	07/01/2024	07/01/2025
		Additional
Millwright - Power Generation	\$ 45.00	\$2.50*
* To be allocated at a later date.		

NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):
- Certified Welders shall receive an additional \$1.75 per hour provided they are directed to perform Certified Welding.

- If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) is required, then that employee shall receive an additional \$1.50 per hour.
- An employee performing the work of a machinist shall receive an additional \$2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker \$ 27.95*

*NOTE: Subject to OT premium

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES

WAGES per hour: One year terms at the following percentage of Journeyworker's wage:

Appr. 1st year	65 %*
Appr. 2nd year	75 %*
Appr. 3rd year	80 %*
Appr. 4th year	90 %*

*NOTE: Additional premium for the following work listed below:

Certified Welder	\$ 1.75
Hazardous Waste Work	1.50
Machinist	2.00
Underground (500' and below)	1.00

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 11.89
Appr. 2nd year	23.14
Appr. 3rd year	24.74
Appr. 4th year	26.35

6-1163Power

Millwright

09/01/2024

JOB DESCRIPTION Millwright

DISTRICT 2

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2024	07/01/2025 Additional
Building	\$ 36.32	\$ 3.00*
Heavy & Highway	39.82	3.00*

*To be allocated at a later date

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive \$1.75 per hour in addition to the current Millwrights rate provided he/she is directed to perform certified welding.
- For Building work if a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a \$1.50 premium per hour for Building work.
- For Heavy & Highway work if the work is performed at a State or Federally designated hazardous waste site where employees are required to wear protective gear, the employees performing the work shall receive an additional \$2.00 per hour over the millwright heavy and highway wage rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive \$2.00 per hour in addition to the current Millwrights rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 26.59

OVERTIME PAY

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

HOLIDAY

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

Note: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES

Wages per hour:

(1)year terms at the following percentage of Journeyworker's rate.

1st	2nd	3rd	4th
65%	75%	80%	90%

Supplemental Benefits per hour:

Apprentices:	
1st term	\$ 11.89
2nd term	22.19
3rd term	23.65
4th term	25.13

2-1163.2

Operating Engineer - Building	09/01/2024
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JOB DESCRIPTION Operating Engineer - BuildingDISTRICT 6

ENTIRE COUNTIES

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

WAGES

NOTE:

- If a prime contract is let for site work only, meaning no buildings are involved in their site contract, the Heavy/Highway rates would be applicable. When a prime contract is let for site work and building excavation is part of that contract, the Building rates would be applicable for the Operators classification.
- 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 (A1 Includes Boom Trucks over 5 tons, Cableway, Cherry Picker, Derrick, Dragline, Dredge, Overhead Crane, Pile Driver, Tower Crane**, Truck Crane, Whirlies).

CLASS A: Air Plako, Asphalt & Blacktop Roller, Automated Concrete Spreader (CMI or equivalent), Automated Fine Grade Machine (CMI), Backhoe, Barrel Shredder, Belt Placer, Blacktop Spreader (such as Barber-Greene & Blaw Knox), Blacktop Plant (automated), Blast or Rotary Drill (Truck or Cat mounted), Boom Trucks 5 ton and under, Burning Plant Operator, Caisson Auger, Central Mix Plant (automated), Concrete Pump, Crusher (Rock), De-watering Press, Diesel Power Unit, Dirt Filter Press with Operation Equipment, Dredge, Dual Drum Paver, Elevating Grader (self-propelled or towed), Elevator Hoist - Two Cage, Excavator - all purpose hydraulically operated, Fork Lift (Loed/Lull and other rough terrain type), Front End Loader (4 c.y. and over), Gradall, Grader (Power), Head Tower (Saurman or equal), Hoist (2 or 3 Drum), Hydroblaster (Laser Pump), Light Plants - Compressors and Generators, Locomotive, Maintenance Engineer, Maintenance Welder, Mine Hoist, Mucking Machine or Mole, Quarry Master or Equivalent, Refrigeration Equipment (for soil stabilization), Scraper, Sea Mule, Shovel, Side Boom, Slip Form Paver, Straddle Buggy (Ross Carrier, Lumber Carrier), Tractor Drawn Belt Type Loader (Euclid Loader), Trenching Machine (digging capacity of over 4ft. depth), Truck or Trailer Mounted Log Chipper (self-feeder), Tug Operator (Manned, rented equipment excluded), Tunnel Shovel, Vibro or Sonic Hammer Controls (when not mounted in proximity to Rig Operator), Work Boat Operator including LCM's.

CLASS B: "A" Frame Truck, Back Dumps, Blacktop Plant (non-automatic), Boring Machine, Bulldozer, Cage-Hoist, Central Mix Plant (non-automated), Compressor, Pump, Generator or Welding machine (when used in battery of not more than five (5)), Concrete Paver (single drum over 16'), Core boring machine, Drill Rigs - tractor mounted, Elevator - as material hoist, Farm Tractor (with or without accessories), Fork Lift (over 10 ton with or without attachments), Front End Loader (under 4 c.y.), Grout Pump, Guniting Machine, High Pressure Boiler (15 lbs. & over), Hoist (one drum), Hydraulic Breaking Hammer (Drop Hammer), Kolman Plant Loader (screening gravel), Maintenance Grease Man, Mixer for stabilized base - self-propelled (Seaman Mixer), Monorail Machine, Parapet Concrete or Pavement Grinder, Parts Man, Post Driver (truck or tractor mounted), Post Hole Digger (truck or tractor mounted), Power Sweeper (Wayne or similar), Pump-Crete or Squeeze-Crete, Road Widener (front end of Grader or self-propelled), Roller, Self-contained hydraulic bench drill, Shell Winder (motorized), Skid steer (Bobcat type loader), Snorkel (overhead arms), Snowblower control man, Tractor (with or without accessories), Trenching Machine (digging capacity of 4 ft. or less), Tugger Hoist, Vacuum Machine (self-propelled or mounted), Vibro Tamp, Well Drill / Well Point System (Submersible pumps when used in lieu of Well Point System), Winch (Motor driven), Winch Cat, Winch Truck.

CLASS C: Compressor (up to 500 cfm), Concrete Paver or Mixer (under 16'), Concrete Pavement Spreaders & Finishers (not automated), Conveyor (over 12 ft), Electric Submersible Pump (4" and over), Fine Grade Machine (not automated), Fireman, Fork Lift ("with or without" attachments, 10 ton and under), Form Taper, Generator (2,500 watts and over), Hydraulic Pump, Mechanical Heaters (More than two (2) Mechanical Heaters or any Mechanical Heater or Heaters whose combined output exceeds 640,000 BTU per hour (manufacturer's rating) plus one self-contained heating unit - i.e. Sundog or Air Heat type - New Holland Hay Dryer type excluded), Mulching Machine, Oiler, Power Driven Welding Machine (300 amp and over, other than all electric. One Welding Machine under 300 amp will not require an engineer unless in a battery), Power Heaterman (hay dryer), Pumps (water and trash), Revinus Widener (road widener), Single Light Plant, Steam Cleaner or Jenny.

Per hour: Building	07/01/2024	07/01/2025
Class A1*	\$ 47.62	\$ 49.61
Class A	46.12	48.11
Class B	44.00	45.99
Class C	39.78	41.77

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

(*) TONNAGE PREMIUMS:

All cranes up to 64 ton capacity - A1 rate
All cranes 65 ton to 110 ton capacity - A1 rate plus \$ 1.50
All cranes 111 ton to 199 ton capacity - A1 rate plus \$ 2.00
All cranes 200 ton to 399 ton capacity - A1 rate plus \$ 3.00
All cranes 400 ton to 599 ton capacity - A1 rate plus \$ 4.00
All cranes 600 ton to 799 ton capacity - A1 rate plus \$ 5.00
All cranes 800 ton to 999 ton capacity - A1 rate plus \$ 6.00
All cranes 1000 ton capacity and over - A1 rate plus \$ 7.00

(**) Tower Cranes - A1 rate plus \$2.50 (no tonnage premiums apply)

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 31.02	\$ 32.12
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If the holiday falls on Sunday, it will be celebrated on Monday.

REGISTERED APPRENTICES

WAGES per hour: One thousand hour terms at the following percentage of Journeyworker's CLASS A wage:

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

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

All Terms: \$ 30.95 \$ 32.05

6-158-545b.s

Operating Engineer - Heavy&Highway

09/01/2024

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 6

ENTIRE COUNTIES

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

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 (Boom Truck, Cherry Picker, Derrick, Dragline, Overhead Crane (Gantry or Straddle Type), Pile Driver, Tower Cranes (including self erecting)**, Truck Crane).

CLASS 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; Bull Dozer being operated with active GPS; Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled, slipform); Concrete Pump; Cranes - listed in A1 that do not require a NYS Crane License; Directional Boring/Drilling Machine; Dredge; Dual Drum Paver; Excavator (all purpose-hydraulic, Gradall or similar); Front End Loader (4 cu. yd. & over); Head Tower (Sauerman or equal); Hoist (two or three drum); Holland Loader; Maintenance Engineer; Mine Hoist; Mucking Machine or Mole; Pavement Breaker (SP Wertgen; PB-4 and similar type); Profiler/Milling Machine (over 105 h.p.); Power Grader; Quad 9; Quarry Master (or equivalent); Rotating Telehandler; Scraper (including challenger type); Shovel; Side Boom; Slip Form Paver; Tractor Drawn Belt-Type Loader; Truck or Trailer Mounted Chipper (self-feeder); Tug Operator (manned rented equipment excluded); Tunnel Shovel.

CLASS 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); Boring Machine; Bridge Deck Finishing Machine; Brokk; Cage Hoist; Central Mix Plant (non-automated) and All Concrete Batching Plants; Concrete Paver (over 16'); Crawler Drill (self-contained); Crusher; Diesel Power Unit; Drill Rigs (truck or tractor mounted); Front End Loader (under 4 cu. yd.); Greaseman - Lubrication Engineer; HiPressure Boiler (15 lbs & over); Hoist (one drum); Hydro-Axe; Kolman Plant Loader & similar type loaders; Locomotive; Material Handling Knuckle Boom; Mini Excavators (under 18,000 lbs.); Mixer (for stabilized base, self-propelled); Monorail Machine; Profiler/Milling Machine (105 h.p. and under); Plant Engineer; Prentice Loader; Pug Mill; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above subgrade, See Class A for Blacktop Roller); 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 Saws (ride-on, any size or type); Welder; Winch and Winch Cat; Work Boat Operator including L.C.M.'s.

CLASS C: "A" Frame Winch Hoist (On Truck); Aggregate Plant; Articulated Heavy Hauler; Asphalt or Concrete Grooving Machine (ride-on); Ballast Regulator (ride-on); Bituminous Heater (self-propelled); Boat (powered); Boiler (used in conjunction with production); Cement & Bin Operator; Compressors***; Concrete Pavement Spreader and Finisher; Concrete Paver or Mixer (16' & under); Concrete Saw (self-propelled); Conveyor; Deck Hand; Directional Boring/Drilling Machine Locator; Drill (Core); Drill (Well); Dust Collectors***; Electric Pump When Used in Conjunction with Well Point System; Farm Tractor with accessories; Fine Grade Machine; Fireman; Fork Lift; Form Tamper; Generators***; Grout Pump; Guniting Machine; Hammers (hydraulic self-propelled); Heaters***; Hydra-Spiker (ride-on); Hydraulic Pump (jacking system); Hydro-Blaster (water); Light Plants***; Mulching Machine; Oilier; Parapet Concrete or Pavement Grinder; Post Hole Digger (excluding hand-held); Post Driver; Power Broom (towed); Power Heaterman; Power Sweeper; Pumps***; Revinus Widener; Roller (subgrade & 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 Handlers (ride-on); Tie Inserters (ride-on); Tie Spacers (ride-on); Tire Repair; Track Liner (ride-on); Tractor; Tractor (with towed accessories); Vacuum Machine (self-propelled); Vibratory Compactor; Vibro Tamp; Welding Machines***; Well Point.

***CLASS C NOTE: Considered Hands-Off (unmanned). Includes only operation and maintenance of the equipment.

Per hour: H/H	07/01/2024	07/01/2025
CLASS A1*	\$ 56.51	\$ 58.85
CLASS A	53.51	55.85
CLASS B	52.63	54.97
CLASS C	49.35	51.69

(*) TONNAGE PREMIUMS:

All cranes up to 64 ton capacity - A1 rate

All cranes 65 ton to 110 ton capacity - A1 rate plus \$ 1.50

All cranes 111 ton to 199 ton capacity- A1 rate plus \$ 2.00

All cranes 200 ton to 399 ton capacity - A1 rate plus \$ 3.00

All cranes 400 ton to 599 ton capacity - A1 rate plus \$ 4.00
All cranes 600 ton to 799 ton capacity - A1 rate plus \$ 5.00
All cranes 800 ton to 999 ton capacity - A1 rate plus \$ 6.00
All cranes 1000 ton capacity and over - A1 rate plus \$ 7.00

(**) 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

Additional \$2.50 per hour for hazardous waste removal work on a State and/or Federally designated waste site which requires employees to wear Level C or above forms of personal protection.

SHIFT WORK

SINGLE IRREGULAR WORK SHIFT: Additional \$2.50 per hour for all employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2024	07/01/2025
Journeyworker	\$ 32.45	\$ 33.55

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

NOTE: If a holiday falls on Sunday, it will be celebrated on Monday. If an employee works on this Monday, they shall be compensated at double time plus the holiday pay (triple time). If a holiday falls on a Saturday, employees who work a Saturday Holiday shall be paid double time plus the holiday pay.

REGISTERED APPRENTICES

WAGES per hour: One thousand hour terms at the following percentage of Journeyworker's CLASS B wage.

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

Additional \$2.50 per hour for hazardous waste removal work on a State and/or Federally designated waste site which requires employees to wear Level C or above forms of personal protection.

SUPPLEMENTAL BENEFITS per hour: Same as Journeyworker

6-158-545h

Operating Engineer - Survey Crew

09/01/2024

JOB DESCRIPTION Operating Engineer - Survey Crew

DISTRICT 12

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to Building, Tunnel and Heavy Highway.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2024

Party Chief	\$ 50.65
Instrument Person	46.54

Rod Person 34.55
Additional \$3.00/hr. for Tunnel Work
Additional \$2.50/hr. for Hazardous Work Site

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 29.75

OVERTIME PAY

See (B, E, P, *X) on OVERTIME PAGE

*Note: \$25.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2024

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

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 21.53 / PHP \$18.45
1001-2000	24.55 / " 20.45
2001-3000	27.58/ " 22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

09/01/2024

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 12

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2024

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

OVERTIME PAY

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

*Note: \$25.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

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

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2024

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

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 21.53 / PHP \$18.45
1001-2000	\$ 24.55 / " 20.45
2001-3000	\$ 26.98 / " 22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

Operating Engineer - Tunnel

09/01/2024

JOB DESCRIPTION Operating Engineer - Tunnel

DISTRICT 7

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.

Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine(Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel.

CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant(non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self-propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Vacuum Machine (mounted or towed); Welder; Winch; Winch Cat.

CLASS C: A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Gunite Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifer (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Insertter (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

09/01/2024

JOB DESCRIPTION Painter

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Herkimer, Madison, Oneida, Onondaga, Seneca

PARTIAL COUNTIES

Lewis: Only the Townships of High Market, Lewis, Leyden, Lyonsdale, Osceola, Turin and West Turin.

Ontario: The City and Township of Geneva.

Oswego: Only the Townships of Amboy, Constantia, Williamstown and Oneida Lake.

WAGES

Per hour:	07/01/2024
Basic Rate (Brush & Roll)	\$ 27.27
Sign Painting	27.27
Lead Based Paint Abatement	27.27
Drywall Taper/ Finisher	28.02
Wallcovering	28.02
Drywall Machine Operator	28.52
Spray	27.77

Parking Lot, Hwy Striping	27.77
Epoxy (Brush-Roller)	27.77
Epoxy (Spray)	27.77
Sandblasting (Operator)	27.77
Boatswain Chair	27.77
Swing Scaffold	27.77
Structural Steel	27.77
(except bridges,tanks,tunnel)	
Coal Tar epoxy	28.77
Asbestos Encapsulation	29.47

NOTE - SEE BRIDGE PAINTER RATES FOR BRIDGES, TANKS, OR TUNNELS.

SHIFT WORK

FOR ANY SHIFT WHICH STARTS PRIOR TO 6:00 AM OR AFTER 3:00 PM, ALL EMPLOYEES WHO WORK A SINGLE IRREGULAR WORK SHIFT ON GOVERNMENTAL MANDATED WORK SHALL BE PAID AN ADDITIONAL \$2.00 PER HOUR ABOVE THE APPLICABLE WAGE SCALE.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 26.53
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OVERTIME PAY

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

* NOTE - On exterior work only, if work was missed during the week due to inclement weather, Saturday may be worked at straight time.

HOLIDAY

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

NOTE: A holiday that falls on a Saturday will be celebrated on the preceding Friday. A holiday that falls on a Sunday will be celebrated on the following Monday.

REGISTERED APPRENTICES

WAGES per hour:

Painter/Decorator: 750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 18.00	\$ 18.50	\$ 19.00	\$ 19.50	\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00

Drywall Taper/ Finisher: 750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th
\$ 20.00	\$ 20.50	\$ 21.00	\$ 21.50	\$ 22.00	\$ 23.00

SUPPLEMENTAL BENEFITS per hour:

Painter/Decorator:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 6.50	\$ 6.50	\$ 7.50	\$ 7.50	\$ 10.50	\$ 10.50	\$ 13.00	\$ 13.00

Drywall Taper/ Finisher:

1st	2nd	3rd	4th	5th	6th
\$ 7.50	\$ 7.50	\$ 7.50	\$ 10.00	\$ 10.00	\$ 12.00

6-31

Painter	09/01/2024
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JOB DESCRIPTION Painter

DISTRICT 3

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Delaware, Erie, Genesee, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

WAGES

Per hour: 07/01/2024

Bridge	\$ 43.81
Tunnel	43.81
Tank*	41.81

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.

Tank rate applies to indoor and outdoor tanks, tank towers, standpipes, digesters, waste water treatment tanks, chlorinator tanks, etc. Covers all types of tanks including but not limited to steel tanks, concrete tanks, fiberglass tanks, etc.

SHIFT WORK

Note an additional \$1.50 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

SUPPLEMENTAL BENEFITS

Per hour:
\$ 31.39

OVERTIME PAY

Exterior work only See (B, E4, F*, R) on OVERTIME PAGE.
All other work See (B, F*, R) on OVERTIME PAGE.
*Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following wage:

1st	2nd	3rd	4th	5th	6th
\$ 24.00	\$ 26.00	\$ 28.00	\$ 30.00	\$ 34.00	\$ 38.00

Supplemental benefits per hour:

1st	2nd	3rd	4th	5th	6th
\$ 6.60	\$ 6.95	\$ 7.30	\$ 7.65	\$ 8.00	\$ 8.35

3-4-Bridge, Tunnel, Tank

Painter - Metal Polisher

09/01/2024

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

Plumber

09/01/2024

JOB DESCRIPTION Plumber

DISTRICT 7

ENTIRE COUNTIES

Herkimer, Oneida

PARTIAL COUNTIES

Hamilton: Only the Town of Inlet.

Lewis: Towns of Lewis, Leyden, Lyonsdale, and West Turin.

Madison: Towns of Brookfield, Eaton, Fenner, Hamilton, Lebanon, Lenox, Lincoln, Madison, Nelson, Oneida, Smithfield, and Stockbridge.

Otsego: Towns of Cherry Valley, Exeter, Middlefield, Otsego, Plainfield, Richfield, Roseboom, and Springfield.

WAGES

Per hour:	07/01/2024	05/01/2025	05/01/2026
		Additional	Additional
Plumber	\$ 43.65	\$ 3.35*	\$ 3.45*
Steamfitter	43.65	3.35*	3.45*

*To be allocated at a later date

SHIFT WORK

Agency-mandated shift operations:

- Shift work shall start no earlier than 6AM Monday and will conclude no later than 9AM Saturday (overtime premiums applicable after 8 hours in a shift).
- Single irregular shiftwork, less than 3 consecutive days will be paid at the rate of time and one-half of the regular hourly rate.
- 3 consecutive work days or more:
 - First Shift - Regular hourly rate.
 - Second Shift - Regular hourly rate plus 12%.
 - Third Shift - Regular hourly rate plus 18%.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 14.90
	+ 17.85**

** This portion of the benefit is subject to the SAME PREMIUM as shown for overtime on projects over \$100 million in total construction cost (including engineering & architecture).

OVERTIME PAY

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

*Portion of supplemental benefits subject to V code when project cost is over \$100 million (including engineering & architecture).

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Sunday, it will be observed the following day. If a holiday falls on Saturday, it will be observed that day unless so determined by the Federal Government to be celebrated on a different day.

REGISTERED APPRENTICES

WAGES: Yearly terms at the following percentages of Journeyworker's wage.

1st	2nd	3rd	4th	5th
-----	-----	-----	-----	-----

50% 55% 60% 70% 85%

SUPPLEMENTAL BENEFITS per hour:

1st Term: \$ 14.90
 + 8.35**

All others: \$ 14.90
 + 13.39**

** This portion of the benefit is subject to the SAME PREMIUM as shown for overtime on projects over \$100 million in total construction cost (including engineering & architecture).

7-112n-SF

Roofer	09/01/2024
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JOB DESCRIPTION Roofer

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2024

Roofer, Waterproofer \$ 34.25

NOTE - Does not include metal roof flashings, gravel stop, or metal roofing; See Sheetmetal Worker wage schedule.

Additional per hour:

Green Roofing** \$ 0.25
 Pitch Removal & Appl. 1.50
 Asbestos Abatement 1.50

** Green Roofing is any component of green technology or living roof above the roof membrane including, but not limited to, the fabric, dirt and plantings.

SHIFT WORK

WHEN MANDATED BY THE OWNER OR CONTRACTING AGENCY, THERE IS AN ADDITIONAL PREMIUM OF \$4.00/HR FOR HOURS WORKED BEFORE 5:30AM AND AFTER 5:30PM.

SUPPLEMENTAL BENEFITS

Per hour:
 Journeyworker \$ 25.85

Additional contribution 0.75
 on any Asbestos Abatement work

OVERTIME PAY

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

*NOTE - If a holiday falls in that week and 32 hours were worked, Saturday will be paid at 1 1/2 times the rate.

HOLIDAY

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

NOTE: When any of these holidays falls on Sunday, the following day shall be observed as a holiday.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the Journeyworker's wage:

1st term (0 to 999)	65%
2nd term (1000 to 1999)	70%
3rd term (2000 to 2999)	75%
4th term (3000 to 3999)	85%

Additional per hour:

Green Roofing** \$ 0.25
 Pitch Removal & Appl. 1.50
 Asbestos Abatement 1.50

SUPPLEMENTAL BENEFITS per hour:

1st term \$ 19.48
 2nd term 21.40

3rd term	24.85
4th term	25.85

Additional contribution on any Asbestos Abatement work	\$ 0.75
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6-195

Sheetmetal Worker

09/01/2024

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence

WAGES

Per hour: 07/01/2024

Sheetmetal Worker:

** (under \$10 million) \$ 35.25

** (over \$10 million) \$ 36.25

**For total cost of Sheetmetal contract only.

TO INCLUDE METAL ROOF FLASHINGS, GRAVEL STOP, AND METAL STANDING SEAM ROOFING.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 22.85
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

When any holiday falls on a Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

REGISTERED APPRENTICES

WAGES per hour: One year terms at the following percentage of Journeyworker's wage.

1st	2nd	3rd	4th	5th
45%	55%	65%	75%	85%

SUPPLEMENTAL BENEFITS per hour:

1st	2nd	3rd	4th	5th
\$13.53	\$14.60	\$15.66	\$17.77	\$18.84

6-58

Sprinkler Fitter

09/01/2024

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2024

Sprinkler Fitter	\$ 42.00
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SUPPLEMENTAL BENEFITS

Per hour

Journeyworker	\$ 28.82
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 20.03	\$ 22.26	\$ 24.24	\$ 26.46	\$ 28.69	\$ 30.91	\$ 33.14	\$ 35.37	\$ 37.59	\$ 39.82

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									

Teamster - Building

09/01/2024

JOB DESCRIPTION Teamster - Building

DISTRICT 1

ENTIRE COUNTIES
Hamilton, Herkimer, Oneida

PARTIAL COUNTIES
Chenango: Entire county except the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.
Lewis: Only the Township of Grieg, Lewis, Leyden, Lowville, Lyonsdale, Martinsburg, Turin, West Turin and Watson.
Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida
Otsego: Entire county EXCEPT Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unidilla and Worcester.

WAGES
GROUP # A:
Straight trucks, winch, transit mix on the site, road oilers,
dump trucks, pick-ups, panel, water trucks, fuel trucks on the site
(including nozzle).

GROUP # B:
Low boy or Low boy trailer, Euclids or similar equipment.

WAGES per hour	07/01/2024	07/01/2025
Group A	\$ 31.44	\$ 34.65
Group B	31.74	34.95

SUPPLEMENTAL BENEFITS
Per hour

Journeyworker	\$ 28.58	\$ 29.56
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OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Any holiday which occurs on Sunday shall be observed the following Monday.

1-294z2

Teamster - Heavy&Highway

09/01/2024

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES
Albany, Columbia, Fulton, Greene, Hamilton, Herkimer, Montgomery, Oneida, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES
Chenango: Entire county except the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.
Lewis: Only the Township of Grieg, Lewis, Leyden, Lowville, Lyonsdale, Martinsburg, Turin, West Turin and Watson.
Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida
Otsego: Entire county EXCEPT Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unidilla and Worcester.
Warren: Only the Townships of Bolton, Warrensburg, Thurman, Stony Creek, Luzerne, Caldwell (Lake George), and Queensbury.

WAGES

GROUP #1:

Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axel Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers.

GROUP #2:

Tandems and Batch Trucks, Mechanics, Dispatcher.

GROUP #3:

Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

GROUP #4:

Specialized Earth Moving Equipment, Euclid type, or similar off-highway, where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck.

GROUP #5:

Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

WAGES per hour 07/01/2024

Group #1	\$ 39.75
Group #2	39.81
Group #3	39.90
Group #4	40.03
Group #5	40.19

Hazardous waste projects that require a Level C or greater protection shall be paid an additional \$ 1.00 per hour.

SHIFT WORK

All employees who work a single irregular work shift starting between 5pm and 1 am on governmental mandated night shifts shall be paid an additional \$1.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 28.97
+\$1.00 per*
hour worked

(*) not applicable to paid holidays

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

1-294h/h

Welder

09/01/2024

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
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- | | |
|--------|---|
| (1) | None |
| (2) | Labor Day |
| (3) | Memorial Day and Labor Day |
| (4) | Memorial Day and July 4th |
| (5) | Memorial Day, July 4th, and Labor Day |
| (6) | New Year's, Thanksgiving, and Christmas |
| (7) | Lincoln's Birthday, Washington's Birthday, and Veterans Day |
| (8) | Good Friday |
| (9) | Lincoln's Birthday |
| (10) | Washington's Birthday |
| (11) | Columbus Day |
| (12) | Election Day |
| (13) | Presidential Election Day |
| (14) | 1/2 Day on Presidential Election Day |
| (15) | Veterans Day |
| (16) | Day after Thanksgiving |
| (17) | July 4th |
| (18) | 1/2 Day before Christmas |
| (19) | 1/2 Day before New Years |
| (20) | Thanksgiving |
| (21) | New Year's Day |
| (22) | Christmas |
| (23) | Day before Christmas |
| (24) | Day before New Year's |
| (25) | Presidents' Day |
| (26) | Martin Luther King, Jr. Day |
| (27) | Memorial Day |
| (28) | Easter Sunday |

(29) Juneteenth

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12226

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone

Fax

E-Mail:

2. NY State Units (see Item 5).

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University
Construction Fund

☐ 05 Mental Hygiene
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State
(Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone

Fax

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

- ☐ 1. New Building
☐ 2. Addition to Existing Structure
☐ 3. Heavy and Highway Construction (New and Repair)
☐ 4. New Sewer or Waterline
☐ 5. Other New Construction (Explain)
☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
☐ 7. Demolition
☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

☐ Construction (Building, Heavy
Highway/Sewer/Water)

☐ Tunnel

☐ Residential

☐ Landscape Maintenance

☐ Elevator maintenance

☐ Exterminators, Fumigators

☐ Fire Safety Director, NYC Only

☐ Fuel Delivery

☐ Guards, Watchmen

☐ Janitors, Porters, Cleaners,
Elevator Operators

☐ Moving furniture and
equipment

☐ Trash and refuse removal

☐ Window cleaners

☐ Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://apps.labor.ny.gov/EDList/searchPage.do>

For inquiries please call 518-457-5589.

NYSDOL Bureau of Public Work Debarment List 09/06/2024

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	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
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		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
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	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL	*****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
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	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTION	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

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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		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
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		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
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	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
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 TRAVAJA		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	*****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

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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
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	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
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 GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
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

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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
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	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
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	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	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

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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
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PETER STEVENS		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
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	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028

NYSDOL Bureau of Public Work Debarment List 09/06/2024

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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 TRAVAJA		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
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
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 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		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	*****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
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

NYSDOL Bureau of Public Work Debarment List 09/06/2024

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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

"General Decision Number: NY20240014 07/05/2024

Superseded General Decision Number: NY20230014

State: New York

Construction Types: Heavy and Highway
HEAVY & HIGHWAY CONSTRUCTION

County: Oneida County in New York.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	03/08/2024

2

07/05/2024

BRNY0002-009 06/01/2018

UTICA CHAPTER

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 37.23	19.51+a

FOOTNOTE:

- a. Paid Holidays: Memorial Day, July the 4th, Labor Day, and Thanksgiving Day (provided the employee is employed one (1) day before and one (1) day after the holiday).

CARP0277-001 07/01/2022

HEAVY & HIGHWAY CONSTRUCTION

	Rates	Fringes
Carpenters:		
Carpenters, Millwrights,		
Piledrivers.....	\$ 34.88	25.30

* ELEC0043-001 06/01/2024

	Rates	Fringes
CABLE SPLICER.....	\$ 51.70	33.47
ELECTRICIAN.....	\$ 47.00	33.33

ELEC1249-003 05/01/2023

	Rates	Fringes
ELECTRICIAN (LINE CONSTRUCTION: LIGHTING AND TRAFFIC SIGNAL Including any and all Fiber Optic Cable necessary for Traffic Signal Systems, Traffic Monitoring systems and Road Weather information systems)		
Flagman.....	\$ 29.59	7%+35.40
Groundman (Truck Driver)....	\$ 39.46	7%+35.40
Groundman Truck Driver (tractor trailer unit).....	\$ 41.92	7%+35.40
Lineman & Technician.....	\$ 49.32	7%+35.40
Mechanic.....	\$ 39.46	7%+35.40

FOOTNOTE:

- a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus President's Day, Good Friday, Decoration Day, Election Day for the President of the United States and Election Day for the Governor of the State of New York, provided the employee works the day before or the day after the holiday.

ELEC1249-004 05/01/2023

	Rates	Fringes
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ELECTRICIAN (Line
Construction)

Overhead and underground
distribution and
maintenance work and all
overhead and underground
transmission line work
including any and all
fiber optic ground wire,
fiber optic shield wire or
any other like product by
any other name
manufactured for the dual
purpose of ground fault
protection and fiber optic
capabilities :

Flagman.....	\$ 34.44	7%+35.40
Groundman digging machine operator.....	\$ 51.66	7%+35.40
Groundman truck driver (tractor trailer unit)....	\$ 48.79	7%+35.40
Groundman Truck driver.....	\$ 45.92	7%+35.40
Lineman and Technician.....	\$ 57.40	7%+38.40
Mechanic.....	\$ 45.92	7%+35.40

Substation:

Cable Splicer.....	\$ 63.14	7%+38.40
Flagman.....	\$ 34.44	7%+35.40
Ground man truck driver....	\$ 45.92	7%+35.40
Groundman digging machine operator.....	\$ 51.66	7%+35.40
Groundman truck driver (tractor trailer unit)....	\$ 48.79	7%+35.40
Lineman & Technician.....	\$ 57.40	7%+38.40
Mechanic.....	\$ 45.92	7%+35.40

Switching structures;
railroad catenary
installation and
maintenance, third rail
type underground fluid or
gas filled transmission
conduit and cable
installations (including
any and all fiber optic
ground product by any
other name manufactured
for the dual purpose of
ground fault protection
and fiber optic
capabilities), pipetype
cable installation and
maintenance jobs or
projects, and maintenance
bonding of rails; Pipetype
cable installation

Cable Splicer.....	\$ 64.59	7%+38.40
Flagman.....	\$ 35.23	7%+35.40
Groundman Digging Machine Operator.....	\$ 52.85	7%+35.40
Groundman Truck Driver (tractor-trailer unit)....	\$ 49.91	7%+35.40
Groundman Truck Driver.....	\$ 46.98	7%+35.40
Lineman & Technician.....	\$ 58.72	7%+38.40
Mechanic.....	\$ 46.98	7%+35.40

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

* ELEC1249-008 01/01/2024

	Rates	Fringes
ELECTRICIAN (Line Construction)		
TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT		
Cable splicer.....	\$ 39.24	3%+5.70
Groundman.....	\$ 19.74	3%+5.70
Installer Repairman- Teledata Lineman/Technician- Equipment Operator.....	\$ 37.24	3%+5.70
Tree Trimmer.....	\$ 31.45	3%+10.48

a. New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

ENGI0158-020 07/01/2022

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 48.15	30.55
GROUP 2.....	\$ 47.27	30.55
GROUP 3.....	\$ 43.99	30.55
GROUP 4.....	\$ 52.15	30.55
GROUP 5.....	\$ 51.15	30.55
GROUP 6.....	\$ 50.15	30.55
GROUP 7.....	\$ 49.50	30.55

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt Curb Machine, Self Propelled, Slipform, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck , 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 Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.) Quad 9, Quarry Master (or equivalent), Scraper, Fireman,

Fork Lift, Form Tamper, Grout Pump, Gunite Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker, ride-on, Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement, Shovel, Side Boom, Slip Form Paver, Tractor Drawn, BeltType Loader, Truck or Trailer Mounted Log , Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

GROUP 2: Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant (NonAutomated) and All Concrete Batching Plants, Cherry Picker (5 tons capacity and under), Concrete Paver (Over 16S), Crawler Drill, Self-contained, Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders, L.C.M. Work Boat Operator, Locomotive Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinius Widener, Roller (Grade and Fill), Scarifier, ride-on, Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw, ride-on, Steam Cleaner, 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, Vermeer saw (ride on, any size or type), Winch, Winch Cat

GROUP 3: 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, Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants, Heaters (hands-off equipment), Concrete Pavement Spreader and Finisher, Concrete Paver or Mixer (16S and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill, (Core), Drill, (Well,) Farm Tractor with accessories, Fine Grade Machine, Tamper, ride-on, Tie Extractor, ride-on, Tie Handler, ride-on, Tie Insertter, ride-on, Tie Spacer, ride-on, Tire Repair, Track Liner, ride-on, Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point

GROUP 4: Tower Cranes

GROUP 5: Cranes 50 tons and over

GROUP 6: Cranes 49 tons and below

GROUP 7: Master Mechanic

FOOTNOTE:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day provided the employee

has worked the working day before and the working day after the holiday.

IRON0440-001 07/01/2023

REMANINDER OF COUNTY

	Rates	Fringes
IRONWORKER		
Structural, Ornamental, Rodman, Machinery Mover, Rigger, Fence Erector, Reinforcement, and Stone Derrickman.....	\$ 32.00	31.00

LAB00035-002 07/01/2017

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 28.05	23.74+a
GROUP 2.....	\$ 28.25	23.74+a
GROUP 3.....	\$ 28.45	23.74+a
GROUP 4.....	\$ 28.65	23.74
GROUP 5.....	\$ 24.00	20.64+a

FOOTNOTE:

a. Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day provided the employee must work the day before and the work the day after a holiday to receive holiday pay.

GROUP 1: Laborers, flagman, outboard and handboats

GROUP 2: Bull Float, Chain Saw, Concrete aggregate bin, Concrete Bootman, Gin Buggy, Hand or Machine Vibrator, Jackhammer, Mason Tender, Mortor Mixer, Pavement Breaker, Handlers of all steel mesh, Small generators for laborers's tools, Installation of bridge drainage; Pipelayers, Vibrator type rollers, Tamper, Drill doctor, Tail or Screw Operator on asphalt paver, Water pump operator (1 1/2" and single diaphram), Nozzle (aphlat, gunnite, seeding and sand blasting), Laborers on chain link fence erection, Rock splitter and power unit, Pusher type concrete saw and all other gas, electric, oil, and Air tool operators, Wrecking laborers

GROUP 3: All rock or drilling machine operators (except quarry master and similar type), Acetylene torch operators, and Asphalt paver, Powerman

GROUP 4: Blasterers, form setters, stone and granite curb setters

GROUP 5: Hazardous waste removal

PAIN0004-020 05/01/2023

	Rates	Fringes
Painters:		

Bridges.....	\$ 42.06	30.59
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PAIN0677-002 05/01/2023

	Rates	Fringes
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GLAZIER.....	\$ 26.80	24.19
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* PLUM0112-005 05/01/2024

	Rates	Fringes
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PLUMBER (Including
Steamfitting)

Northern Zone.....	\$ 43.65	32.70
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SFNY0669-001 01/01/2024

	Rates	Fringes
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SPRINKLER FITTER.....	\$ 42.73	27.05
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TEAM0182-001 06/01/1996

	Rates	Fringes
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Truck drivers:

GROUP 1.....	\$ 17.37	7.70+a
GROUP 2.....	\$ 17.42	7.70+a
GROUP 3.....	\$ 17.47	7.70+a
GROUP 4.....	\$ 17.62	7.70+a
GROUP 5.....	\$ 17.77	7.70+a

FOOTNOTES:

PAID HOLIDAYS: A-New Year's Day, B-Memorial Day,
C-Independence Day, D-Labor Day, E-Thanksgiving Day,
F-Christmas Day

a. Paid Holidays: Independence Day and Labor Day provided
the employee works his scheduled day before and his
scheduled day after the holiday and is on the payroll week
in which the holiday falls.

TRUCK DRIVERS:

GROUP 1: Pickups, panel trucks, flatboy material truck
(straight jobs), single axle dump trucks, dumpsters,
receives, greasers, truck tiremen.

GROUP 2: Tandems, batch trucks, mechanics.

GROUP 3: Semi-trailers, low-boy trucks, asphalt distributors
trucks, agitator, mixer trucks and dumpcrete type vehicles,
truck mechanic, fuel truck.

GROUP 4: Specialized earth moving equipment-euclid type or
similar off-highway equipment where not self-loader, and
straddle (ross) carrier, self contained concrete unit

GROUP 5: Off-highway tandem back-dump, twin engine equipment
and double hitched equipment where not self-loaded.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that

no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the "SA" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this

initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

SECTION 01010
SUMMARY OF WORK

PART 1 GENERAL

1.1. SECTION INCLUDES

- A. Project: Work covered the Contract Documents
- B. Limits of work area.
- C. Construction permits and easements.

1.2. RELATED SECTIONS

- A. Section 01025 – UNIT PRICE ITEMS
- B. Section 01026 – LUMP SUM ITEMS

1.3. WORKED COVERED BY CONTRACT DOCUMENTS

- A. The work under this project includes sewer rehabilitation and related work in and around the Village of Yorkville and Town of New Hartford. Work limits under this project may occur in multiple Member Municipalities of the Oneida County Sewer District. For all work under this project, sewer shall refer to both sanitary and storm sewers. Sewer structure shall refer to both catch basins and manholes. Work will generally consist of the following methods:

- 1. Cured-in-place pipe lining of deteriorated sewer pipe with:
 - a. Grouting of lateral connections.
 - b. Pre-construction cleaning and CCTV inspection
 - c. Post construction CCTV inspection
- 2. Replacing manhole frame and covers.
- 3. Sewer mainline cleaning and televising.
- 4. Maintenance and protection of traffic (vehicular and pedestrian).
- 5. Bypass pumping as necessary to complete the work without interruption to sewer service.

- B. Contractor's Duties

- 1. Sanitary sewer service shall not be interrupted. Bypass pumping or other approved methods must be performed by the Contractor and must be coordinated by the Contractor to ensure no excessive surcharging or backups occur as a result of the work.
- 2. Except as specifically noted, provide, and pay for:
 - a. Labor, materials, and equipment.
 - b. Tools, construction equipment, and machinery.

- c. Water, heat, and utilities required for construction.
 - d. Other facilities and services necessary for proper execution and completion of work.
- 3. Secure and pay for, as necessary for proper execution and completion of work and as applicable at time of receipt of bids:
 - a. Permits.
 - b. Licenses.
 - c. Special insurance or bonding associated with permits and licenses.
- 4. Give required notices to Engineer, Oneida County Department of Water Quality and Water Pollution Control, the municipality where work is to be performed, and other applicable jurisdictions, in addition:
 - a. Work within public rights-of-way must be coordinated in advance with the jurisdictional agency.
 - b. Contractor shall obtain and pay for all highway work permits for any work conducted adjacent to or within the highway rights-of-way. Contact applicable jurisdictional authority.
 - 1) New York State Department of Transportation
Michael Mucha
207 Genesee Street
Utica, NY 13501
(315) 793-2433
michael.mucha@dot.ny.gov
 - 2) Village of Yorkville
Joseph Morosco
Highway Superintendent
168 Campbell Ave.
PO Box 222
Yorkville, NY 13495
(315) 724-2313
 - 3) Town of New Hartford
Rick Sherman
Highway Superintendent
8635 Clinton St.
New Hartford, NY 13413
(315) 733-7500
- 5. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of work.
- 6. Promptly submit written notice to Owner and Engineer of observed variance of Contract Documents from legal requirements. It is not Contractor's responsibility to make certain that drawings and specifications comply with codes and regulations.
 - a. Appropriate Modifications to Contract Documents will reflect necessary changes.

- b. Assume responsibility for work known to be contrary to such requirements without notice.
- 7. Enforce strict discipline and good order among employees. Do not employ on work:
 - a. Unfit persons.
 - b. Persons not skilled in assigned task.
- 8. Performance and Schedule of Work
 - a. Once Contractor starts work, Contractor will continue to progress the on-site construction work until it is substantially complete. Full time construction (40 hours per week) is expected unless written approval for deviation is provided by the Owner/Engineer. Unauthorized stoppage in construction resulting in inspector idle time shall be reimbursed by the Contractor to the Owner. Inspector idle time reimbursement is defined as the inspector's full daily billing rate (based on an 8-hour workday) plus expenses contractually charged by the Engineer to the Owner. This is exclusive and separate from Liquidated Damages.

1.4. CONTRACTS

- A. Construct work in accordance with Contract requirements outlined in the proposal.

1.5. PHASING

- A. All work under the Contract shall be completed within the timeframes stipulated in the Bid Documents and/or executed agreements with individual participating communities.

1.6. CONTRACTOR USE OF PREMISES

- A. Confine operations at site to areas permitted by the Contract Documents.
- B. Do not unreasonably encumber site with materials or equipment. The limits of the project area are shown on the Contract Documents. The Contractor is to conduct operations and store material within these limits.
- C. Assume full responsibility for protection and security of products stored on site.
- D. Move any stored products which interfere with operations of Owner, property owners or visitors to the site. No materials may be stored within roadway rights-of-way without the municipality's advance permission.
- E. Arrangements for field office and material storage areas shall be the responsibility of the Contractor.

1.7. OBSTACLES AND MINOR ADJUSTMENTS

- A. The drawings are not intended to show all details relating to exact positioning and alignment of piping and fittings. Minor changes due to actual conditions or at the request of the Owner that do not require additional fittings shall be made by the Contractor at no additional expense to the Owner.

1.8. PROTECTION OF UTILITIES AND PAVEMENTS

- A. Provide and maintain adequate protection for existing utilities and pavements. Repair or replace such Work damaged during construction to the satisfaction of the Engineer.

1. Notify Dig Safely New York (1-800-962-7962, or 811) prior to start of construction for stakeout of existing utilities.

1.9. MEASUREMENT AND PAYMENT

- A. Provisions for payment of specific items by lump sum or unit prices are noted in the specifications. Payment for other items not included in the list of bid items shall be included in the base bid; no separate payment will be made. The Engineer will make the final determination of actual quantities installed and acceptable for payment.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01025

UNIT PRICE ITEMS
(BID ITEM DESCRIPTIONS)

PART 1 GENERAL

1.1. SECTION INCLUDES

- A. Price make-up.
- B. Elements of Bid Item Description page.
- C. List of unit price items.
- D. Bid Item Descriptions - attached pages.

1.2. RELATED SECTIONS

- A. Standard General Conditions of the Construction Contract – EJCDC C-700 (2007)
 - 1. Article 9; Paragraph 9.07, Determinations for Unit Price Work.
 - 2. Article 11; Paragraph 11.03, Unit Price Work.
- B. Supplemental Conditions to EJCDC Standard General Conditions – Document 00800
 - 1. Article 11; Cost of the Work, Allowances, Unit Price Work.
- C. Bid Form – EJCDC C-410 (2007)
- D. Section 01010 – SUMMARY OF WORK

1.3. PRICE MAKE-UP

- A. Unit prices bid by Contractor are deemed to be full compensation for all required labor, products, tools, equipment, plant, transportation, testing, inspection, services, incidentals, administrative, procedures, applicable taxes, permit fees, overhead, profit, insurance, bonds, and other miscellaneous expenses to cover the finished work.

1.4. ELEMENTS OF BID ITEM DESCRIPTION PAGE

- A. Identification of unit price item, as set forth in the Bid Form.
- B. Brief statement of work involved in the item.
- C. Listing of components of work which make-up the item including reference to the Section(s) covering each component.
- D. Cross-references to associated work not included in the item.
- E. Criteria to be applied in measuring number of completed units, for payment purposes.
- F. Limitations, if any, imposed on the measurement of completed units, for payment purposes.

1.5. LIST OF UNIT PRICE ITEMS

Bid Item No. and Title	Bid Item Description Number
CURED-IN-PLACE PIPE (CIPP) LINER 6 INCH SEWER	BI-3
CURED-IN-PLACE PIPE (CIPP) LINER 8-12 INCH SEWER	BI-4
CURED-IN-PLACE PIPE (CIPP) LINER 15-18 INCH SEWER	BI-5
CURED-IN-PLACE PIPE (CIPP) LINER 20-24 INCH SEWER	BI-6
CLEANING AND TELEVISION INSPECTION OF 6 INCH SEWER	BI-7
CLEANING AND TELEVISION INSPECTION OF 8-24 INCH SEWER	BI-8
HEAVY CLEANING OF 6 INCH SEWER IN SUPPORT OF REHABILITATION	BI-9
HEAVY CLEANING OF 8-24 INCH SEWER IN SUPPORT OF REHABILITATION	BI-10
LATERAL LINING	BI-11
CLEANING AND TELEVISION INSPECTIONS OF SEWER LATERALS	BI-12
MANHOLE LINING	BI-13
MANHOLE RAISE TO GRADE	BI-14
EXTEND MANHOLE	BI-15
SANITARY SEWER FRAME AND COVERS - STANDARD	BI-16
SANITARY SEWER FRAME AND COVERS - LOCKING	BI-17
RESET MANHOLE FRAME AND COVER	BI-18
CHANNEL AND BENCH RECONSTRUCTION	BI-19

1.6. BID ITEM DESCRIPTIONS

- A. Bid Item Description pages identified above are attached at the end of this Section.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

CURED-IN-PLACE PIPE (CIPP) LINING OF SEWERS

Under this Item, the Contractor shall furnish all labor, materials, and equipment necessary to install a cured-in-place pipe liner in existing sewers in accordance with the Contract Documents. This item includes pre and post installation CCTV inspection.

A. DESCRIPTION

Summary of Work (Section 01010)
Temporary Facilities (Section 01500)
Cleaning and Television Inspection of Underground Sewers (02764)
Sewer Lining (Cured-In Place Pipe) (02766)
Maintenance and Protection of Traffic (Section 01570)
Bypass Pumping (Section 02769)

B. WORK INCLUDED
UNDER THIS ITEM

Work Required Under Other Bid Items

C. ASSOCIATED
WORK NOT
INCLUDED UNDER
THIS ITEM

Payment for this Item will be made on a unit price per linear foot basis.

D. METHOD OF
PAYMENT

The quantity for each payment shall be the total horizontal measurement in linear feet of sewers lined as measured along the centerline of the sewer pipe, between the center of structures. Quantity shall also include all setup requirements necessary to conduct the CIPP lining, conducting pre-construction cleaning and CCTV inspection, and conducting post-construction cleaning and CCTV inspection. Final Acceptance will be based on destructive test results of liner samples and Post Construction CCTV Inspections.

E. MEASUREMENT
AND LIMITS

Bid Item 3 is for 6 inch storm sewer.
Bid Item 4 is for 8-12 inch sanitary and storm sewer.
Bid Item 5 is for 15-18 inch sanitary and storm sewer.
Bid Item 6 is for 20-24 inch sanitary and storm sewer.
For this work, sewer shall mean both sanitary and storm sewer.

CLEANING AND TELEVISION INSPECTION OF SEWER LINES

Under this Item, the Contractor shall furnish all labor, materials, and equipment to clean and prepare sanitary and storm sewer, and perform sewer pipe CCTV inspections (all diameters) and provide inspection reports and video as directed by Engineer, including disposal of any material removed from sewers and structure. For this work, cleaning includes up to and including three (3) passes with a high velocity jet nozzle. For this work, sewer shall mean both sanitary and storm sewer.

A. DESCRIPTION

Summary of Work (Section 01010)
Temporary Facilities (Section 01500)
Maintenance and Protection of Traffic (Section 01570)
Bypass Pumping (Section 02769)
Cleaning and Television Inspection of Underground Sewers (02764)

B. WORK INCLUDED
UNDER THIS ITEM

Work Required Under Other Bid Items

C. ASSOCIATED
WORK NOT
INCLUDED UNDER
THIS ITEM

Payment for this Item will be made on a unit price per linear foot basis.

D. METHOD OF
PAYMENT

Payment shall be made once and shall include submittal of all data.

The quantity for which payment will be made shall be the total quantity of linear foot following completion of sewers cleaning and television inspected along the sewer main from the center line of upstream structure to centerline of downstream structure. Final acceptance will be based on acceptance of submitted television inspection data (video files, database files, inspection reports and logs, and format of data). Should a pipe require more than three (3) passes with a high velocity jet nozzle, it shall instead be paid under the heavy cleaning of sewer lines bid item.

E. MEASUREMENT
AND LIMITS

Bid Item 7 is for 6 inch storm sewer.
Bid Item 8 is for 8-24 inch sanitary and storm sewer.
For this work, sewer shall mean both sanitary and storm sewer.

HEAVY CLEANING OF SEWER LINES IN SUPPORT OF REHABILITATION

Under this Item, the Contractor shall furnish all labor, materials, and equipment, including to clean and prepare sanitary and storm sewer (all diameters) to perform sewer pipe CCTV inspections and rehabilitation, including disposal of any material removed from sewers and structure. For this work, heavy cleaning is defined as four (4) passes or more with a high velocity jet nozzle and/or the use of a root saw for root/grease removal but does not include rotary cutters used to grind down protruding taps. Equipment used for heavy cleaning shall be capable of removing scale and tuberculation from unlined asbestos cement pipe and roots (including root balls) from mainline sewers. For this work, sewer shall mean both sanitary and storm sewer.

A. DESCRIPTION

Summary of Work (Section 01010)
Temporary Facilities (Section 01500)
Maintenance and Protection of Traffic (Section 01570)
Bypass Pumping (Section 02769)
Cleaning and Television Inspection of Underground Sewers (02764)

B. WORK INCLUDED
UNDER THIS ITEM

Work Required Under Other Bid Items

C. ASSOCIATED
WORK NOT
INCLUDED UNDER
THIS ITEM

Payment for this Item will be made on a unit price per linear foot basis.

D. METHOD OF
PAYMENT

This payment will be made for four or more passes of sewer pipe in accordance with the bid item description and is in addition to the unit price cost of bid items 7 through 10.

The quantity for which payment will be made shall be the total quantity of linear foot following completion of sewers cleaning and television inspected along the sewer main from the center line of upstream structure to centerline of downstream structure. Final acceptance will be based on acceptance of submitted television inspection data (video files, database files, inspection reports and logs, and format of data).

E. MEASUREMENT
AND LIMITS

Bid Item 9 is for 6 inch storm sewer.
Bid Item 10 is for 8-24 inch sanitary and storm sewer.
For this work, sewer shall mean both sanitary and storm sewer.

LATERAL LINING

Under this Item, the Contractor shall furnish all labor, materials, and equipment to install a cured-in-place pipe liner in existing sanitary laterals in accordance with the Contract Documents. This item includes pre and post installation CCTV inspection.

A. DESCRIPTION

Summary of Work (Section 01010)
Temporary Facilities (Section 01500)
Maintenance and Protection of Traffic (Section 01570)
Bypass Pumping (Section 02769)
Cleaning and Television Inspection of Underground Sewers (02764)
Lateral Lining (02767)

B. WORK INCLUDED
UNDER THIS ITEM

Work Required Under Other Bid Items

C. ASSOCIATED
WORK NOT
INCLUDED UNDER
THIS ITEM

Payment for this Item will be made on a unit price per lateral basis.
Payment shall be made once and shall include submittal of all data.

D. METHOD OF
PAYMENT

The quantity for which payment shall be made is on a per lateral basis following completion of lateral cleaning, television inspection, and sewer lateral lining. The sewer lateral length shall be up to 5 feet off of the sewer main or as directed by engineer. Final acceptance will be based on acceptance of submitted television inspection data (video files, database files, inspection reports and logs, and format of data).

E. MEASUREMENT
AND LIMITS

CLEANING AND TELEVISION INSPECTION OF SEWER LATERALS

Under this Item, the Contractor shall furnish all labor, materials, and equipment to clean and prepare lateral sewers, and perform sewer pipe CCTV inspections (all diameters) and provide inspection reports and video as directed by Engineer, including disposal of any material removed from sewers and structure.

A. DESCRIPTION

Summary of Work (Section 01010)
Temporary Facilities (Section 01500)
Maintenance and Protection of Traffic (Section 01570)
Bypass Pumping (Section 02769)
Cleaning and Television Inspection of Underground Sewers (02764)
Lateral Lining (02767)

B. WORK INCLUDED
UNDER THIS ITEM

Work Required Under Other Bid Items

C. ASSOCIATED
WORK NOT
INCLUDED UNDER
THIS ITEM

Payment for this Item will be made on a unit price per lateral basis.
Payment shall be made once and shall include submittal of all data.

D. METHOD OF
PAYMENT

The quantity for which payment shall be made is on a per lateral basis following completion of lateral cleaning and television inspection. The sewer lateral length shall be up to 40 feet off of the sewer main or as directed by the engineer. Final acceptance will be based on acceptance of submitted television inspection data (video files, database files, inspection reports and logs, and format of data).

E. MEASUREMENT
AND LIMITS

MANHOLE LINING

Under this Item, the Contractor shall furnish all materials, labor, tools, temporary facilities, and all the testing necessary to line the walls and chimneys of sanitary sewer manholes from and including bench to grade with a manhole lining system. This item shall include removal and disposal of debris from the manhole, manhole preparation including stopping active leaks and filling voids in all areas of the manhole using a high-strength cementitious material.

A. DESCRIPTION

Sanitary Sewer Manhole Rehabilitation (Section 02491)

B. WORK INCLUDED
UNDER THIS ITEM

Cleaning and Television Inspection of Underground Pipelines (Section 02764)
Sanitary Sewer Lining (Section 02766)
Testing & Sealing of Sanitary Sewers & Laterals
(Section 02763)

C. ASSOCIATED
WORK NOT
INCLUDED UNDER
THIS ITEM

Payment shall be the unit price per vertical foot of manhole cleaned and lined in accordance with the Contractor's Bid Item Breakdown.

D. METHOD OF
PAYMENT

The quantity for which payment will be made shall be the total number of vertical feet of manhole cleaned and lined.

E. MEASUREMENT
AND LIMITS

MANHOLE RAISE MANHOLE TO GRADE

Under this Item, the Contractor shall furnish all materials, labor, tools, and equipment necessary to raise existing manhole frame and covers to or above grade, using precast concrete grade rings, to a maximum of two vertical feet. This item shall include uncovering any buried manholes, removal of the existing frame and covers, installation of new precast concrete grade rings, resetting of the existing frame and cover, installation of a chimney seal, and site restoration. The contractor shall field verify the height to raise each manhole prior to the start of work.

A. DESCRIPTION

Sanitary Sewer Manhole Rehabilitation (Section 02491)
Precast Concrete Manholes and Structures (Section 02601)

B. WORK INCLUDED
UNDER THIS ITEM

Cleaning and Television Inspection of Underground Pipelines (Section 02764)
Sanitary Sewer Lining (Section 02766)
Testing & Sealing of Sanitary Sewers & Laterals
(Section 02763)

C. ASSOCIATED
WORK NOT
INCLUDED UNDER
THIS ITEM

Payment shall be the per manhole frame and cover raised in accordance with the Contractor's Bid Item Breakdown.

D. METHOD OF
PAYMENT

The quantity for which payment will be made shall be the total number of manhole frame and covers raised to grade.

E. MEASUREMENT
AND LIMITS

EXTEND MANHOLE

Under this Item, the Contractor shall furnish all materials, labor, tools, and equipment necessary to extend the existing frame and cover of a manhole to a minimum of two feet above grade by installing a new barrel or cone section. This item shall include excavation, removal of the existing frame and covers, installation of a new precast manhole cone or barrel section, installation of a chimney seal, and site restoration. The contractor shall field verify the height to raise each manhole and if a new precast cone or barrel section will be used, prior to the start of work.

A. DESCRIPTION

Sanitary Sewer Manhole Rehabilitation (Section 02491)
Precast Concrete Manholes and Structures (Section 02601)

B. WORK INCLUDED
UNDER THIS ITEM

Cleaning and Television Inspection of Underground Pipelines (Section 02764)
Sanitary Sewer Lining (Section 02766)
Testing & Sealing of Sanitary Sewers & Laterals
(Section 02763)

C. ASSOCIATED
WORK NOT
INCLUDED UNDER
THIS ITEM

Payment shall be the unit price per vertical foot of manhole raised in accordance with the Contractor's Bid Item Breakdown.

D. METHOD OF
PAYMENT

The quantity for which payment will be made shall be the total number of vertical feet of manhole raised.

E. MEASUREMENT
AND LIMITS

SANITARY SEWER MANHOLE FRAMES AND COVERS

Under this Item, the Contractor shall furnish all materials, labor, and equipment necessary to install manhole frame and covers to the types shown on the Contract Drawings and specified herein. This Bid Item includes furnishing and installing of frame and cover, anchoring bolts, washers, non-shrink grout, and any other items necessary to make a complete and satisfactory installation.

A. DESCRIPTION

Sanitary Sewer Manhole Rehabilitation (Section 02491)
Precast Concrete Manholes and Structures (Section 02601)

B. WORK INCLUDED
UNDER THIS ITEM

Cleaning and Television Inspection of Underground Pipelines (Section 02764)
Sanitary Sewer Lining (Section 02766)
Testing & Sealing of Sanitary Sewers & Laterals
(Section 02763)

C. ASSOCIATED
WORK NOT
INCLUDED UNDER
THIS ITEM

Payment shall be the unit price per each manhole in accordance with the Contractor's Bid Item Breakdown.

D. METHOD OF
PAYMENT

The quantity for which payment will be made shall be the total number of manhole frames and covers of each type installed. Each unit shall consist of the work described above.

E. MEASUREMENT
AND LIMITS

Bid Item 26 is for standard manhole covers.
Bid Item 27 is for locking, watertight manhole covers.

RESET MANHOLE FRAME AND COVER

Under this Item, the Contractor shall furnish all materials, labor, and equipment necessary to remove and re-install an existing manhole frame and cover on a sanitary sewer manhole. This Bid Item includes furnishing bricks, concrete raisers, anchoring bolts, washers, non-shrink grout, and any other items necessary to make a complete and satisfactory installation.

A. DESCRIPTION

Sanitary Sewer Manhole Rehabilitation (Section 02491)
Precast Concrete Manholes and Structures (Section 02601)

B. WORK INCLUDED
UNDER THIS ITEM

Cleaning and Television Inspection of Underground Pipelines (Section 02764)
Sanitary Sewer Lining (Section 02766)
Testing & Sealing of Sanitary Sewers & Laterals
(Section 02763)

C. ASSOCIATED
WORK NOT
INCLUDED UNDER
THIS ITEM

Payment shall be the unit price per each manhole in accordance with the Contractor's Bid Item Breakdown.

D. METHOD OF
PAYMENT

The quantity for which payment will be made shall be the total number of existing manhole frames and covers reset in this way. Each unit shall consist of the work described above.

E. MEASUREMENT
AND LIMITS

RECONSTRUCTION OF CHANNEL AND BENCH

Under this Item, the Contractor shall furnish all materials, labor, and equipment necessary to remove and rebuild the manhole bench and trough as directed by the Engineer and specified in the Contract Documents. This item shall include removing the manhole bench, disposal of debris from the manhole; manhole preparation including stopping active leaks and filling voids in the invert channel and bench; and construction of a new manhole bench using channel high-strength cementitious material.

A. DESCRIPTION

Sanitary Sewer Manhole Rehabilitation (Section 02491)
Concrete (Section 03001)

B. WORK INCLUDED
UNDER THIS ITEM

Cleaning and Television Inspection of Underground Pipelines (Section 02764)
Sanitary Sewer Lining (Section 02766)
Testing & Sealing of Sanitary Sewers & Laterals
(Section 02763)

C. ASSOCIATED
WORK NOT
INCLUDED UNDER
THIS ITEM

Payment shall be the unit price per manhole in which the bench and trough is rebuilt in accordance with the Contractor's Bid Item Breakdown.

D. METHOD OF
PAYMENT

The quantity for which payment will be made shall be the total number of manholes in which the bench and trough is rebuilt.

E. MEASUREMENT
AND LIMITS

SECTION 01026

LUMP SUM ITEMS
(BID ITEM DESCRIPTIONS)

PART 1 GENERAL

1.1. SECTION INCLUDES

- A. Price make-up
- B. Elements of Bid Item description page.
- C. List of Lump Sum Items.
- D. Bid Item Description – Attached Pages.

1.2. RELATED SECTIONS

- A. Bid Form – Schedule of Bid Items
- B. Section 01010 – SUMMARY OF WORK

1.3. PRICE MAKE-UP

- A. Lump sum prices bid by Contractor are deemed to be full compensation for all required labor, products, tools, equipment, plant, transportation, testing, inspection, services, incidentals, administrative procedures, applicable taxes, permit fees, overhead, profit, and other miscellaneous expenses.

1.4. ELEMENTS OF BID ITEM DESCRIPTION PAGE

- A. Identification of lump sum item, as set forth in the Bid Form.
- B. Brief statement of work involved in the item.
- C. Listing of components of work which make-up the item, including reference to the Section(s) covering each component.
- D. Cross-reference to associated work not included in the item.

1.5. LIST OF LUMP SUM ITEMS

Bid Item No. and Title	Bid Item Description Number
MOBILIZATION, DEMOBILIZATION, AND CONTRACT ADMINISTRATION	BI-1
MUD CREEK INTERCEPTOR LINING	BI-2

1.6. BID ITEM DESCRIPTIONS

- A. Bid Item Description pages identified above are attached at the end of this Section.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

BID ITEM DESCRIPTION

END OF SECTION

BID ITEM DESCRIPTION

LUMP SUM ITEM

Bid Item 1

MOBILIZATION, DEMOBILIZATION, AND CONTRACT ADMINISTRATION

Under this Item, the General Contractor shall mobilize, demobilize, provide and update schedules, submit shop drawing information, attend meetings, provide record drawings, provide general quality control, bonding and insurance, and provide construction facilities and temporary controls.

A. DESCRIPTION

Bonds and Insurance (General Conditions)
Project Meetings (01220)
Construction Schedules (01310)
Shop Drawings, Product Data and Samples (01340)
Temporary Facilities (01500)
Maintenance and Protection of Traffic (01570)
Project Closeout (01700)
Project Record Documents (01720)

B. WORK INCLUDED UNDER THIS ITEM

Work Required Under Other Bid Items

C. ASSOCIATED WORK NOT INCLUDED UNDER THIS ITEM

Payment for this Item will be made on a prorated basis related to the percentage of work completed on a monthly basis, and in accordance with the Contractor's Schedule of Values of the Work as approved by the Engineer.

D. METHOD OF PAYMENT

BID ITEM DESCRIPTION

LUMP SUM ITEM

Bid Item 2

MUD CREEK INTERCEPTOR LINING

Under this Item, the Contractor shall furnish all labor, materials, and equipment necessary mobilize and demobilize and to install a cured-in-place pipe liner in the existing 18" Mud Creek interceptor sewer in accordance with the Contract Documents. CIPP liner will be installed from manhole 859 to manhole 774 on contract drawings. This item includes pre and post cleaning, as well as pre and post installation CCTV inspection.

A. DESCRIPTION

Summary of Work (Section 01010)
Temporary Facilities (Section 01500)
Cleaning and Televising Inspection of Underground Sewers (02764)
Sewer Lining (Cured-In Place Pipe) (02766)
Maintenance and Projection of Traffic (01570)
Bypass Pumping (02769)

B. WORK INCLUDED UNDER THIS ITEM

Work Required Under Other Bid Items

C. ASSOCIATED WORK NOT INCLUDED UNDER THIS ITEM

Payment for this Item will be made on a prorated basis related to the percentage of work completed on a monthly basis, and in accordance with the Contractor's Schedule of Values of the Work as approved by the Engineer.

D. METHOD OF PAYMENT

SECTION 01220
PROJECT MEETINGS

PART 1 GENERAL

1.1. DESCRIPTION

- A. Project Representative: Schedule and administer project meetings including a minimum of the following:
 - 1. Prepare agendas.
 - 2. Make physical arrangements for meetings.
 - 3. Preside at meetings.
 - 4. Record meeting notes; include significant proceedings and decisions.
 - 5. Distribute copies of meeting notes to participants.
 - 6. Furnish copies of meeting notes to all parties in attendance.
- B. Engineer will attend meetings to ascertain that Work is expedited consistent with Contract Documents and construction schedule.
- C. Contractor shall perform a minimum of the following:
 - 1. Attend meetings.
 - 2. Provide project status.
 - 3. Provide schedule update.
 - 4. Identify any problems or impediments to completing the Work.

1.2. RELATED SECTIONS

- 1. Pre-bid Conference: Instructions to Bidders
- 2. Section 01010 – SUMMARY OF WORK
- 3. Section 01310 – CONSTRUCTION SCHEDULES
- 4. Section 01340 – SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

1.3. PRECONSTRUCTION MEETING

- A. Schedule within 15 days after award of contract(s).
- B. Attendance:
 - 1. Owner

2. Owner's Project Representative.
3. Engineer
4. Contractor's representatives including Project Superintendent and major Subcontractors.

C. Minimum Agenda:

1. Introduction
2. Key project representatives
3. Use of Premises
 - a. Field office and storage areas.
 - b. Owner's requirements.
4. Distribute and discuss:
 - a. List of major Subcontractors.
 - b. Preliminary Construction Schedule.
5. Designation of responsible personnel for coordination of work.
6. Material and equipment deliveries and priorities.
7. Areas available to the Contractor.
8. Change Management.
9. Permits.
10. Distribution of Contract Documents.
11. Shop drawings, product data, and samples.
12. Site maintenance.
13. Record Documents.
14. Location and time for progress meetings.
15. Contractor to submit initial Construction Schedule

1.4. PROGRESS MEETINGS

- A. Meetings will be held monthly, or more frequently as the work requires.
- B. Location and time of meetings will be determined at the pre-construction meeting.
- C. Attendance:
 1. Project Representative.

2. Engineer.
3. Contractors' Project Superintendent.
4. Others as required.

1.5. MEASUREMENT AND PAYMENT

- A. No separate measurement or payment will be made for the work described in this Section. The cost of this work shall be included under the respective lump sum or unit prices for the payment item for which the work is performed.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01310
CONSTRUCTION SCHEDULES

PART 1 GENERAL

1.1. DESCRIPTION

- A. Prepare and submit to Engineer Construction Schedule for all Work on the project.

1.2. RELATED SECTIONS

- A. Section 01010 – SUMMARY OF WORK
- B. Section 01220 – PROJECT MEETINGS
- C. Section 01340 – SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

1.3. SUBMITTALS

- A. Submit preliminary schedule at preconstruction meeting.
- B. Resubmit schedule within seven (7) days after Engineer's return of reviewed copy.

1.4. CONSTRUCTION SCHEDULE DESCRIPTION

- A. Before the Work is started, prepare a sequential list of work items which constitutes the Work on the project. Schedule shall allow ample time for completion of Work prior to the contract completion date.

1.5. FORM OF SCHEDULE

- A. Prepare the schedule narratively on an 8-1/2 inch by 11-inch sheet(s). Example attached.

1.6. CONTENT OF SCHEDULE

- A. A complete sequence of construction activity.
- B. Dates for beginning, and substantial completion of, the major project elements.

1.7. UPDATING

- A. Update the schedule as necessary and when requested by the Owner or the Engineer.

1.8. DISTRIBUTION

- A. Contractor to Distribute Schedules to:
 - 1. Owner.
 - 2. Project Representative.
 - 3. Engineer.

1.9. MEASUREMENT AND PAYMENT

- A. No separate measurement or payment will be made for the work described in this Section. The cost of this work shall be included under the respective lump sum or unit prices for the payment item for which the work is performed.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01340

SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 GENERAL

1.1. DESCRIPTION

- A. Related Requirements Specified Elsewhere:
 - 1. Section 01720 – PROJECT RECORD DOCUMENTS
- B. Submit to the Engineer, shop drawings, product data, and samples required by the specification sections.
- C. Attached is Submittal Cover Sheet that is to be copied, filled out, attached to each item submitted, and returned to the Engineer.
- D. Schedule submittals to be completed within 21 days after Award of Contract. Indicate items requiring more than 21 days with an explanation for the additional time and on what dates they will be submitted. The dates indicated for each submittal shall take into account the lead time required for ordering and fabricating of the various items.

1.2. SHOP DRAWINGS

- A. Original drawings, prepared by Contractor, Subcontractor, supplier, or distributor, which illustrate some portion of the Work showing fabrication, layout, setting or erection details.
 - 1. Identify details by reference to sheet and detail numbers shown on shop drawings.
 - 2. Photographic reproductions of Contract Drawings will not be accepted as shop drawings and will be rejected.

1.3. PRODUCT DATA

- A. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, and other standard descriptive data.
 - 1. Modify product data to delete information which is not applicable to project.
 - 2. Supplement standard to provide additional information applicable to project.
 - 3. Clearly mark each copy to identify applicable materials, products, or models.
 - 4. Show dimensions and clearances required.
 - 5. Show performance characteristics and capacities.

1.4. CONTRACTOR RESPONSIBILITIES

- A. Do not start or install work requiring submittals until submittals meeting Contract Requirements have been returned to the Contractor.

- B. Review, approve, stamp and sign shop drawings, product data and samples prior to submission to Engineer.
- C. Verify:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Catalog numbers and other data.
- D. Coordinate each submittal with requirements of Work and Contract Documents.
- E. Contractor's responsibility for errors and omissions in submittals is not relieved by Engineer's review of submittals.
- F. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by Engineer's review of submittals unless Engineer gives written acceptance of the specific deviations.
- G. Notify Engineer in writing, at time of submission, of deviations in submittals from requirements of Contract Documents.
- H. After Engineer's review, Contractor is to distribute copies of submittals to parties requiring same for coordination of work.
- I. Make required copies for distribution of shop drawings and product data that have been stamped and signed by the Engineer.

1.5. SUBMISSION REQUIREMENTS

- A. Schedule submissions to allow ten (10) working days for review.
- B. Submit electronic copies of product data.
- C. Submit number of samples specified in each technical section.
- D. Accompany submittal with transmittal letter, containing:
 - 1. Date.
 - 2. Engineer's project title and number.
 - 3. Contractor's name and address.
 - 4. Notification of deviations from Contract Documents.
 - 5. Additional pertinent data.
- E. Submittals shall include:
 - 1. Date and revision dates.
 - 2. Engineer's project title and number.

3. The names of:
 - a. Engineer.
 - b. Contractor.
 - c. Subcontractor.
 - d. Supplier.
 - e. Manufacturer.
4. Identification of product.
5. Relation to adjacent structure or materials.
6. Field dimensions, clearly identified as such.
7. Technical Specification section number.
8. Applicable standards.
9. A blank space, 4 x 4 inches, for the Engineer stamp.
10. Identification of deviations from Contract Documents.
11. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements and compliance with Contract Documents.
 - a. Submittals without Contractor's stamp will be returned without being reviewed.

F. Shop Drawing Submittal Cover Sheet

1. Attach submittal cover sheet with all blanks filled in for each shop drawing, product data, and sample.

1.6. RESUBMISSION REQUIREMENTS

A. Shop Drawings

1. Revise initial drawings as required and resubmit as specified for initial submittal.
2. Indicate on drawings changes which have been made other than those requested by the Engineer.

B. Product Data: Submit new data as required for initial submittal.

1.7. CONTRACTOR'S DISTRIBUTION OF SUBMITTALS

A. Distribute copies of shop drawings and product data which carry the Engineer stamp to:

1. Contractor's file.
2. Record Document file.

3. Supplier.
 4. Owner.
- B. Distribute samples as directed by Engineer.

1.8. ENGINEER

- A. Review of separate items does not constitute review of an assembly in which item functions.
- B. Stamp and initial or sign certifying to review of submittal.
- C. Explanation of Engineer's Stamp
 1. REVIEWED: No corrections, no marks.
 2. REVIEWED AND NOTED: Minor amount of corrections; all items can be fabricated at Contractor's risk without further correction; checking is complete and all corrections are obvious without ambiguity.
 3. RESUBMIT: Minor amount of corrections; noted items must not be fabricated without further correction; checking is not complete; details of items noted by checker are to be further clarified; items not noted to be corrected can be fabricated at Contractor's risk under this stamp.
 4. REJECTED: Drawings are rejected as not in accordance with the Contract, too many corrections, or other justifiable reason. The drawing must be corrected and resubmitted. No items are to be fabricated under this stamp.
 5. SUBMIT SPECIFIED ITEM: Item is not as specified. Submit named manufacturer.
- D. Return submittals to Contractor for distribution.

1.9. SUBMITTALS REQUIRED FOR REVIEW

- A. The following is the Submittal Cover Sheet to be attached to the required submittals. Contractor is responsible for reviewing each section to determine required submittals.

1.10. MEASUREMENT AND PAYMENT

- A. No separate measurement or payment will be made for the work described in this Section. The cost of this work shall be included under the respective lump sum or unit prices for the payment item for which the work is performed.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES

PART 1 GENERAL

1.1. DESCRIPTION

- A. Provide temporary facilities throughout the construction period unless otherwise indicated.
- B. Pay costs for providing, maintaining, moving, and removing temporary facilities unless otherwise indicated.

PART 2 PRODUCTS

2.1. TEMPORARY SANITARY FACILITIES

- A. Provide and maintain sanitary facilities for all personnel on the project.
 - 1. The number of sanitary facilities required shall be based on the total number of workmen employed on the project and shall be in accordance with the provisions of the applicable codes.
- B. Maintain temporary sanitary facilities in clean and acceptable service condition at all times.

2.2. TEMPORARY WATER

- A. Drinking Water: Provide bottled water for drinking purposes for all personnel on the site.

2.3. CONTRACTOR'S FIELD OFFICE AND STORAGE TRAILERS

- A. Provide and maintain field office and storage trailers as required.
- B. Provide temporary heat and power for field office and storage trailers as required.
- C. Provide telephone for own use.

2.4. TEMPORARY FENCE

- A. Provide and maintain temporary fencing as required by codes and as shown or requested by the Engineer/Owner's Representative.

2.5. SNOW REMOVAL

- A. Plow and remove snow from affected portion of work limits, if necessary.
- B. Plowing will be required when snow fall exceeds 3 inches.

2.6. STORAGE AND HEATING

- A. Contractor shall make their own arrangements for storage and staging. Oneida County shall not be a party to any arrangements and assumes no liability.

2.7. TEMPORARY HEAT AND VENTILATION

- A. Provide temporary heat and ventilation as required.
- B. Oil-fired heaters will not be allowed.
- C. Maintain suitable ambient temperatures for installation, curing and protection from freezing for materials.

2.8. TEMPORARY POWER

- A. Electrical power for construction as required shall be the responsibility of the Contractor.
- B. Provide auxiliary power supply if welding units is required.

2.9. TEMPORARY DRIVEWAYS AND PARKING LOTS

- A. Provide parking areas as necessary at Contractor's Field Office, Contractor's employees, construction vehicles, and project visitors.
- B. All driveways and parking lots shall be surfaced with a crushed stone product to provide a dry, drainable surface. Surfaces with the tendency to produce mud will not be acceptable.
 - 1. Driveways and parking lots shall be installed at least 5 days prior to start of construction.

PART 3 EXECUTION

3.1. GENERAL

- 1. Install temporary facilities in accordance with applicable codes.
- 2. Maintain temporary facilities throughout the construction period.
- 3. Remove temporary facilities when they are no longer required or when directed by the Engineer/Owner's Representative.
- 4. Repair damage to the project site caused by the installation of temporary facilities.

END OF SECTION

Section 01 58 00b Specification for EPA Bipartisan Infrastructure Law Signage

PART 1 GENERAL

1.1 SUMMARY

- A. This specification covers the fabrication and installation of a construction sign for facilities receiving federal Bipartisan Infrastructure Law (BIL) funding through the New York Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF) Programs. Facilities receiving BIL funds are required to utilize this template.

1.2 RELATED SECTIONS

- A. None

1.3 SUBMITTALS

- A. Shop Drawings: In compliance with direction from the Engineer and Owner, Contractor shall prepare and submit site plan and mock-up of temporary project and informational signs.

PART 2 PRODUCTS

2.1 GENERAL

- A. The sign shall be fabricated and erected within 21 days following the notice to proceed on the first contract at the facility and shall be maintained by site Contractors, as directed by Owner, until final construction completion for all funded projects at the facility.
- B. The BIL sign must comply with the guidance provided according to the attached schematic on a white background and with the guidance available here: <https://www.whitehouse.gov/wp-content/uploads/2022/08/Building-A-Better-America-Brand-Guide.pdf>
- C. There should be one project sign per project. If the project has multiple locations, one project sign near the work occurring in an easily visible location that can be directly linked to the work taking place, as directed by the Engineer is acceptable.

2.2 MATERIALS AND FABRICATION

- A. Sign Panel: The sign panel shall be constructed of 3/4" minimum thickness marine plywood rabbeted into a 2"x4" lumber frame or other such materials capable of withstanding typical weather conditions common to the project area. Use of recycled or recovered materials is encouraged.
- B. Fasteners: All fasteners used in the fabrication of the sign shall be rust-proof.
- C. Sign Supports: The sign shall be adequately supported and braced to remain in the proper positioning and alignment, including resistance to wind loads and toppling of the sign.
- D. Coating: All paint or exterior coverings used shall be exterior grade coating suitable for use on wood or the material of construction. The sign face background and sign back shall be white and consist of a minimum two coats of paint.
- E. Lettering and Emblem: The sign shall include the following logos in an aspect ratio consistent with other lettering on the sign but not less than a height of 2.0".
 - 1. For Clean Water projects, the EFC logo available at <https://efc.ny.gov/efc-logo-pdf>
 - 2. For Drinking Water Projects, the EFC-DOH logo available at <https://efc.ny.gov/efc-doh-logo>
 - 3. The EPA logo available at <https://efc.ny.gov/epa-logo> consistent with the EPA Logo & Seal Specifications for Signage Produced by EPA Assistance Agreement Recipients as outlined in https://www.epa.gov/sites/default/files/2015-01/documents/epa_logo_seal_specifications_for_infrastructure_grants.pdf
 - 4. The sign shall include the Building a Better America Emblem that identifies the project as "a project funded by President Biden's Bipartisan Infrastructure Law" as outlined in <https://www.whitehouse.gov/wp-content/uploads/2022/08/Building-A-Better-America-Brand-Guide.pdf>
 - 5. BIL projects must incorporate the following language:

- i. This project is jointly funded by the New York State [Clean Water/Drinking Water] State Revolving Fund and the U.S. Environmental Protection Agency and President Biden's Bipartisan Infrastructure Law. The [CWSRF/DWSRF] is administered by the New York State Environmental Facilities Corporation [with its partner the New York State Department of Health (*for DWSRF projects*)]

PART 3 EXECUTION

3.1 INSTALLATION

- A. The project sign shall be erected in the location and alignment, as directed by the Engineer, with the bottom of the sign panel a minimum of five feet above existing grade.

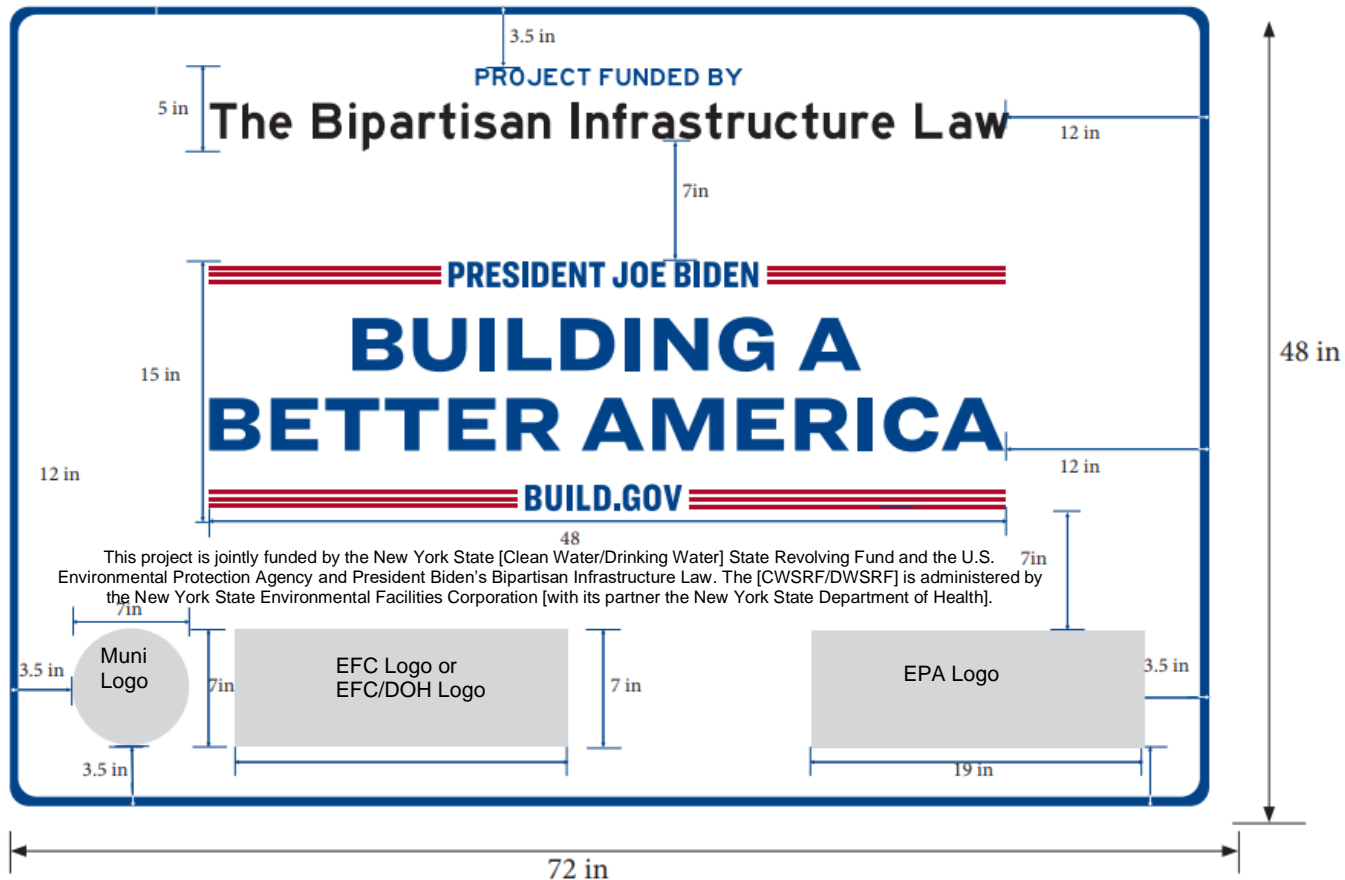
3.2 MAINTENANCE

- A. The Contractor shall provide any and all materials required to maintain the sign in good condition throughout the duration of the Contract.
- B. Upon notification of the Owner, the Contractor shall remove the sign from the construction site.

End of Section

ATTACHMENT 1

Building A Better America General Guidelines for Logo Applications






Variations and Usage

There is one approved mark associated with the Building A Better America logo. To preserve the integrity of the Building A Better America logo mark, make sure to apply them correctly. Altering, distorting, or recreating the 'marks' in any way weakens the power of the image and what it represents.

Layout and design of signs and communication materials will vary, so care must be taken when applying the logo mark.



The colors, graphics and fonts used should conform to graphic standards.

COLOR		CMYK	RGB	HEX P	MS
	Blue	83,48,0,48	22 / 68 / 132	#164484	PMS7687C
	Red	0,100,81,0	255/0/49	#FF0031	PMS185C
	White	2,2,0, 3	242 /244/248	#F2F4F8	Bright White

SECTION 01570

MAINTENANCE AND PROTECTION OF TRAFFIC

PART 1 GENERAL

1.1. DESCRIPTION

- A. This work shall consist of maintaining traffic and protecting the public from damage to person and property within the limits of and for the duration of the contract. Maintenance and protection of vehicular and pedestrian traffic is considered as important as the construction itself.
- B. The Contractor shall be required to obtain the required Highway Work Permit and pay applicable fees for any operations within the Street Right-of-Way.

1.2. NOTICES

- A. Provide required notice to the State, Town, local police departments, and local fire departments prior to working in any roadway.

1.3. DURATION OF CONTRACT

- A. The duration of the Contract, for the purpose of this work, shall be from the date any work is started on the Contract, including any preparatory work, or moving in equipment, signs, trailers, and the like, until the date the work is officially accepted.

1.4. SIGN RELOCATION

- A. Unless otherwise authorized, the jurisdictional agency will be responsible for relocating traffic signs during construction and final placement after work is complete. Signs requiring temporary relocation shall be coordinated by the Contractor.

1.5. APPLICABLE STANDARDS

- A. All work must comply with Section 619 of the NYSDOT Standard Specifications, MUTCD (2009 Edition), and NYSDOT Supplement to the MUTCD (2010 Edition).

PART 2 PRODUCTS

2.1. MATERIALS

- A. All materials used shall comply with the requirements of the appropriate sections of these specifications and the applicable details on the plans.

2.2. SIGNS, DELINEATORS, BARRICADES, AND MARKINGS

- A. Signs, delineators, barricades, flagging procedures, markings, and similar materials shall meet the requirements of these specifications and shall be in accordance with the plans, applicable Standard Sheets, and the New York State Manual of Uniform Traffic Control Devices.

2.3. WATER

- A. Water for dust control and cleaning operations shall be potable quality obtained from approved sources.

PART 3 EXECUTION

3.1. BASIC MAINTENANCE AND PROTECTION OF TRAFFIC

A. Plans

1. Provide maintenance and protection of traffic. The Contractor shall submit detailed means of controlling traffic at specific intersections to the local authorities for approval when required.

B. Truck Access

1. All Contractor vehicles shall conform to the contract, NYSDOT, and local requirements.

C. Cleaning of Roadway

1. Contractor shall keep the traveled way free of foreign objects such as spilled earth, concrete, stone, rock, timber, and other items that may fall from transporting vehicles. Materials spilled by or dropped from the undercarriage of any carrying vehicle used in Contractor's hauling operations along or across any public traveled way shall be removed immediately.
2. Dusty conditions resulting from Contractor's operations shall be corrected using water. Water used as a dust palliative shall be distributed uniformly over a minimum width of eight feet using suitable spray heads or spray bar.
3. The roadway shall be inspected by the Contractor near the end of each working day and any deficiencies corrected immediately.

D. Traffic Control: Contractor shall employ a sufficient number of competent flaggers to control one lane traffic continuously. Engineer shall have the authority to require the Contractor to provide additional flaggers at no additional cost, where, in the opinion of the Engineer, vehicular and pedestrian safety is a concern.

1. Prior to being utilized on the project, flaggers shall have received a minimum of 4 hours of training in a course certified by NYSDOT for the training of flaggers.
2. Flagging shall be performed in accordance with the NYSDOT Work Zone Traffic Control Manual, current version in effect when the work is being performed.

E. Drainage: Contractor shall devote particular attention to all drainage facilities, keeping them fully operative at all times. Ditches shall be provided at all times, even during grading operations, to adequately drain the traveled way and the remainder of the right-of-way areas.

3.2. CONSTRUCTION SIGNS AND BARRICADES

- #### A.
- Contractor shall furnish, install, move, remove, and maintain all signs and barricades where indicated on the plans or as directed by the Engineer.

3.3. DELINEATION AND GUIDING DEVICES

- #### A.
- Contractor shall provide and maintain delineation and guiding devices which shall include delineators, cones, barrels, flashers, railing, temporary curb of any kind, pavement markings (paint, tape or other), and other similar materials or methods acceptable to the Engineer.

1. Provide reflectorized cones and reflectorized barrels with operable flashers on the project site for use where required.

2. Concrete “Jersey” barrier shall be utilized where necessary to protect the traveling public from open excavations and other potential hazards within the construction area, which are allowed to remain open overnight.
- 3.4. TEMPORARY STRUCTURES AND APPROACHES
 - A. Contractor shall construct, move, or remove, when requested, temporary structures, approaches, detours, pavements, and necessary appurtenances.
- 3.5. MEASUREMENT AND PAYMENT
 - A. No separate measurement or payment will be made for the work described in this Section. The cost of this work will be included under the respective lump sum or unit prices for the payment item for which the work is performed.

END OF SECTION

SECTION 01700
PROJECT CLOSEOUT

PART 1 GENERAL

1.1. DESCRIPTION

- A. This Section covers the necessary measures to properly close the project out including inspections and administrative issues.

1.2. SUBSTANTIAL COMPLETION

- A. Contractor
 - 1. Submit written notice to Engineer that Project, or designated portion of Project, is Substantially Complete.
 - 2. Submit list of major items to be completed or corrected.
- B. Engineer will make an inspection within seven days after receipt of notice, together with Project Representative.
- C. Should Engineer consider that Work is Substantially Complete:
 - 1. Contractor shall prepare and submit to Engineer, a list of items to be completed or corrected, as determined by the inspection.
 - 2. Contractor shall complete work listed for completion or correction within designated time.
- D. Should Engineer consider that Work is not substantially complete:
 - 1. Engineer shall immediately notify Contractor, in writing, stating reasons.
 - 2. Contractor shall complete Work and send second written notice to Engineer, certifying that Project, or designated portion of Project, is Substantially Complete.
 - 3. Engineer will re-inspect Work.

1.3. FINAL INSPECTION

- A. Contractor shall submit written certification that:
 - 1. Contract Documents have been reviewed.
 - 2. Project is completed and in compliance with Contract Documents.
 - 3. Equipment and systems have been tested in the presence of the Project Representative and are operational.
- B. Engineer will make final inspection within seven days after receipt of certification.
- C. Should Engineer consider that Work is finally complete in accordance with requirements of Contract Documents, he shall request Contractor to make Project Closeout submittals.

D. Should Engineer consider that Work is not finally complete:

1. Engineer shall notify Contractor, in writing, stating reasons.
2. Contractor shall take immediate steps to remedy the stated deficiencies and send second written notice to Engineer certifying that Work is complete.
3. Engineer will re-inspect Work.

1.4. REINSPECTION COSTS

- A. Should Engineer be required to perform second inspections because of failure of Work to comply with original certifications of Contractor, Owner will compensate Engineer for additional services and deduct amount paid from final payment to Contractor.

1.5. RELATED SECTIONS:

- A. Section 01720 – PROJECT RECORD DOCUMENTS

1.6. EVIDENCE OF PAYMENTS AND RELEASE OF LIENS

- A. Contractor's Affidavit of Payment of Debts and Claims: AIA G706.
- B. Contractor's Affidavit of Release of Liens: AIA G706A, with:
1. Separate written releases of waivers of liens for subcontractors, suppliers, and others with lien rights against property of Owner, together with list of those parties.
 2. Contractor's written release or waiver of lien upon payment to the Contractor pursuant to New York State Lien Law.
- C. Consent of Surety to Final Payment: AIA G707.
- D. Submittals shall be duly executed before delivery to Engineer.

1.7. FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit final statement of accounting to Engineer.
- B. Statement shall reflect all adjustments.
1. Original Contract Sum.
 2. Additions and deductions resulting from:
 - a. Previous Change Orders.
 - b. Unit Prices.
 - c. Other Adjustments.
 - d. Deductions for Uncorrected Work.
 - e. Deductions for Re-inspection Payments.

- f. Unused Allowance amounts.
- 3. Total Contract Sum, as adjusted.
- 4. Previous Payments.
- 5. Sum remaining due.
- C. Engineer will prepare final Change Order, reflecting approved adjustments to Contract Sum not previously made by Change Orders.

1.8. FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit final application in accordance with requirements of General and Supplemental Conditions.

1.9. FINAL CERTIFICATION FOR PAYMENT

- A. Engineer will issue final certificate in accordance with provisions of General Conditions.
- B. Should final completion be materially delayed through no fault of Contractor, Engineer may issue a recommendation for Payment, in accordance with provisions of the General Conditions, paragraph 14.08, and Supplemental Conditions, Article 14.

1.10. MEASUREMENT AND PAYMENT

- A. No separate measurement or payment will be made for the work described in this Section. The cost of this work shall be included under the respective lump sum or unit prices for the payment item for which the work is performed.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.1. DESCRIPTION

A. Related Requirements Specified Elsewhere:

1. Section 01340 – SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

1.2. MAINTENANCE OF DOCUMENTS

A. Project Superintendent shall maintain a minimum of one copy of:

1. Contract Drawings
2. Project Manual
3. Addenda
4. Approved Shop Drawings, Product Data, and Samples

B. Maintain documents in clean, dry, legible condition.

C. Do not use record documents for construction purposes.

D. Documents shall be available at all times for inspection by Engineer and Owner.

1.3. MARKING DEVICES

A. Provide felt marking pen for marking on documents, conforming to following color code:

1. Red for general construction work.

1.4. RECORDING

A. Label each document "PROJECT RECORD" in 2-inch-high printed letters.

B. Keep record documents current.

C. Do not permanently conceal any work until required information has been recorded.

D. Document record information on the drawings with the following minimum information.

1. Existing underground utility information (i.e., gas/ electric/cable/water, etc.) that encounters the sanitary and storm sewers. Include plan and elevation information withties and dimensions.
2. Location of manholes discovered during the Work
3. Description of repair and materials used.

E. Post-rehabilitation CCTV inspection records in accordance with Section 02764.

1. A copy of all electronic documents and materials (videos, pictures, etc.) shall be provided to the Owner with record documents.

1.5. SUBMITTAL

A. At completion of project, deliver original record documents to Engineer.

B. Accompany submittal with transmittal letter, in duplicate containing:

1. Date
2. Project title and number
3. Contractor's name and address
4. Title and number of each record document
5. Certification that each document as submitted is complete and accurate
6. Signature of Contractor, or his authorized representative

1.6. MEASUREMENT AND PAYMENT

A. No separate measurement or payment will be made for the work described in this Section. The cost of this work shall be included under the respective lump sum or unit prices for the payment item for which the work is performed.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 02200

EXCAVATION, BACKFILL, AND TRENCHING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. This Section of specifications includes all Work and Items necessary to perform, for the purpose of constructing structures, conduits, pipelines, roads, grading, and other facilities required to complete the Work of this Contract, the following:
 - 1. Excavation.
 - 2. Backfilling.
 - 3. Dewatering.
 - 4. Disposing of materials.
 - 5. All temporary means needed to prevent discharge of sediment to watercourses because of dewatering systems or erosion.
- B. No classification of excavated materials will be made. Excavation includes all materials regardless of type, character, composition, moisture, or condition thereof.

1.2 RELATED SECTIONS

- A. Section 02601 – Precast Concrete Manholes and Structures.

1.3 REFERENCES

- A. ASTM A 36, Structural Steel.
- B. ASTM A 328, Steel Sheet Piling.
- C. ASTM D 422, Particle-Size Analysis of Soils.
- D. ASTM D 1556 or ASTM D 2922, Density of Soil in Place by the Sand-Cone Method, or Nuclear Method.
- E. ASTM D 1557, Moisture-Density Relations of Soils, using 10.0 lb. (4.5 kg) Rammer and 18-inch (457 mm) drop.

1.4 QUALITY ASSURANCE

- A. The services of a qualified testing laboratory shall be engaged by the CONTRACTOR to make tests and determine acceptability of the fill or material as listed below.
 - 1. Select Backfill Samples: CONTRACTOR's attention is directed to Part 2.1.

1.5 SUBMITTALS

- A. CONTRACTOR shall submit information regarding the following applicable items:
 - 1. Sheeting, shoring and bracing.
 - 2. Dewatering system.

3. Protection methods anticipated.
 4. Engineered sheeting.
- B. All submittals shall be prepared and stamped by an independent professional engineer recognized as expert in the specialty involved and licensed to practice in the State of New York. The submittals shall be submitted to the ENGINEER to establish compliance with the terms of the Specifications. Calculations shall not be submitted. Drawing submissions will not be checked and will not imply approval by the ENGINEER of the work involved. CONTRACTOR shall be wholly responsible for designing, installing and operating whatever system is necessary to accomplish satisfactory sheeting, bracing, protection, underpinning and dewatering.
- C. Test Reports – Borrow, Backfill, and Compaction:
1. Submit three copies of each of the following test reports as required for each soil type used.
 - a. Gradation analysis, ASTM D 422.
 - b. Field density tests, ASTM D 1556 and/or ASTM D 2922.
 - c. Optimum moisture - maximum density curve, ASTM D 1557 modified.

1.6 REGULATORY REQUIREMENTS

- A. Permits and Regulations:
1. The OWNER has or is in the process of obtaining permission from the applicable authorities for locating the pipeline or other structure under or adjacent to existing facilities.
 2. The CONTRACTOR shall obtain all necessary permits as outlined in the Special Conditions of the Contract and shall comply with all provisions of these permits at his own expense.
 3. The CONTRACTOR shall obtain permits required by local, state and federal agencies for discharging water from excavations to rivers and streams.
 4. CONTRACTOR shall perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction.
 5. The CONTRACTOR shall, in addition to items outlined above, obtain all additional permits, provide insurance, bonds and guarantees, and all else required by the governing authorities at his own expense. The CONTRACTOR's responsibility under this paragraph may include, but is not limited to the following:
 - a. Constructing and removing temporary facilities and structures.
 - b. Provide details of construction methods.
 - c. Reimbursing the applicable authority for any and all expenses incurred by them in connection with the Work.
 - d. Coordination of scheduling with the authority.
 - e. Necessary cleanup and restoration.

PART 2 PRODUCTS

2.1 BACKFILL AND PIPE BEDDING MATERIALS

A. Select Backfill Material:

1. Select backfill material shall be placed where shown or specified below and around structures, above pipe bedding material, below roads, curbs, gutters, sidewalks, shoulders, driveways and at such locations as the ENGINEER shall specifically order in writing to replace materials unsuitable for foundations of the pipe or structure.
2. The material shall be crushed stone. It shall be #2 crusher run stone, meeting NYSDOT Designation 304.12, Subbase Course Type 2, well graded from coarse to fine and free from organic or other deleterious material. Blast furnace slag will not be acceptable. The select backfill material shall conform to the following specifications.

a. Gradation

<i>Sieve Size Designation</i>	<i>Percent Passing by Weight</i>
2 inch	100
1/4 inch	25-60
No. 40	5-40
No. 200	0-10

b. Soundness

1. Material for this purpose will be accepted on the basis of a Magnesium Sulfate Soundness Loss after 4 cycles of 20 percent or less.

c. Elongated Particles

1. Not more than 30 percent, by weight, or the particles retained on a 2-inch sieve shall consist of flat or elongated particles. A flat or elongated particle is defined herein as one which has its greatest dimension more than 3 times its least dimension. Acceptance for this requirement will normally be based on a visual examination by the Inspector.

d. Test results of all material shall be submitted to the ENGINEER for approval in accordance with Part 1.5 of this Section.

3. An adequate sample of the material shall be delivered to the approved testing laboratory for tests as specified under this Section. Material will be approved by the ENGINEER pending satisfactory results of the tests. The ENGINEER shall be advised in writing of the material source.

B. Pipe Bedding and Encasement Material:

1. NYSDOT No. 1 Stone.

- a. Thoroughly washed, clean, sound, tough, hard stone conforming to the requirements of NYSDOT Item No. 703.0201 or crushed gravel conforming to the requirements of NYSDOT Item No. 703.0202, having the following gradation by weight:

<i>Sieve Size Designation</i>	<i>Percent Passing by Weight</i>
1 inch	100
1/2 inch	90-100
1/4 inch	0-15

- b. No segregation of large and fine particles will be allowed, but material as spread shall be well-graded without pockets of fines.
 - c. Provide certified copies of test report. Pipe bedding and encasement shall be uniformly compacted to a minimum of 90 percent of the maximum dry density as determined by the Modified Proctor Method, ASTM D1557.
- 2. General Backfill and Fill Materials: Provide approved soil materials of acceptable quality for backfill and fill, free of clay, rock or gravel larger than 6 inches in any dimension, debris, waster, frozen materials, vegetable and other deleterious matter.
 - a. Backfill and fill material shall be obtained on Site from excavations unless otherwise required or approved by the ENGINEER.
- C. Follow NYSDOT Standard Specifications if gradation data varies from those listed above.
- D. Recycled concrete or asphalt pavement shall not be allowed.
- E. Slag of any type shall not be allowed.

PART 3 EXECUTION

3.1 JOB CONDITIONS

- A. The CONTRACTOR may examine the logs of sounding, borings, rock cores, and other subsurface data, if available, by making a request therefore to the ENGINEER. Such data, if available, is offered in good faith solely for the purpose of placing the CONTRACTOR in receipt of all information available and in no event is to be considered a part of the Contract Document. The boring logs and other subsurface information will not be interpreted by the OWNER or the ENGINEER, or the boring CONTRACTOR. The CONTRACTOR must interpret such data according to his own judgment and acknowledges that he is not relying upon the same as accurately describing the subsurface conditions which may be found to exist.
 - 1. Additional test borings and other exploratory operations may be made by CONTRACTOR at no cost to OWNER.
- B. Existing Structures: Shown on the Contract Drawings are certain surface and underground structures adjacent to the Work. This information has been obtained from existing records. It is not guaranteed to be correct or complete and is shown for the convenience of the CONTRACTOR. CONTRACTOR shall explore in advance of the required excavation to determine the exact location of all structures. They shall be supported and protected from injury by the CONTRACTOR. If they are destroyed or damaged, they shall be restored immediately by the CONTRACTOR at his expense.
- C. Existing Utilities: Locate existing underground utilities in the areas of Work. If utilities are to remain in place, provide adequate means of protection during earthwork operations.
 - 1. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult the ENGINEER immediately for directions as to procedure. Cooperate with OWNER and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.
 - 2. Do not interrupt existing utilities serving facilities occupied and used by OWNER or others, except when permitted in writing by ENGINEER and then only after acceptable temporary utility services have been provided and all affected customers of the utility notified of the proposed interruption.
 - 3. Demolish and completely remove from Site existing underground utilities indicated to be removed. Coordinate with utility companies for shut-off of services if lines are active.

4. Protect, support, and maintain all gas, water, and sewer mains, laterals, telephone ducts, and utility poles and towers during the course of the work. Should any services or laterals be damaged, they shall be repaired or replaced in a manner satisfactory to the ENGINEER and the OWNER. All costs of repair or replacement shall be the responsibility of the CONTRACTOR.
5. Utility service connections to properties such as gas, water, sewer, electricity and telephone are not shown on the Contract Drawings. This includes such subsurface facilities as water, sewer, telephone, electric, and gas services and above ground facilities as telephone and electrical power lines. These facilities shall be protected at all times and, if necessary, relocated without cost to the OWNER in order to complete the work under this Project.

3.2 INSPECTION

- A. ENGINEER will examine the areas and conditions under which excavating, backfilling, and grading are to be performed and notify the CONTRACTOR of conditions he may find that are detrimental to the proper and timely completion of the Work. CONTRACTOR shall not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to the ENGINEER.

3.3 SITE PREPARATION

- A. All areas to be occupied by permanent construction or embankments shall be cleared of all trees, brush, roots, stumps, logs, wood and other materials and debris. Subgrades for fills and embankments shall be cleaned and stripped of vegetation, sod, topsoil and organic matter. All waste materials shall be removed from Site and disposed of by CONTRACTOR in a manner and at a site acceptable to NYSDEC. Burning will not be permitted. Topsoil shall be salvaged, stockpiled in an approved location and reused for landscaping if approved by the ENGINEER.

3.4 TEST PITS

- A. The CONTRACTOR shall excavate and backfill, in advance of construction, test pits to determine conditions or location of existing facilities. The CONTRACTOR shall perform all work required in connection with excavating, stockpiling, maintaining, sheeting, shoring, backfilling and replacing pavement for the test pits.
- B. Test pits made by the CONTRACTOR for his own use shall be at his own expense.
- C. Test pits shall be constructed at locations shown on the Contract Drawings or at other locations as determined by the CONTRACTOR for his use and information.

3.5 EXCAVATION

- A. CONTRACTOR shall perform all excavation required to complete the Work. Excavations shall include the removal of earth, sand, clay, gravel, hardpan, boulders, rock, pavements, rubbish and all other materials encountered during the Work.
- B. Excavation for Exterior Structures, Pipelines, and other Facilities:
 1. Excavations for structures and pipelines shall be open excavations, shored and braced where necessary to prevent possible injury to workmen and/or the public and to new and existing structures or pipelines. Sheet piling and bracing shall be installed in accordance with drawings submitted under Part 1.5 above, and according to Part 3.8 of this Section. At a minimum, trench protection shall be provided using a trench box or trench shield.
 2. Where the structure or pipeline is to be placed below the ground water table, well points, cofferdams or other acceptable methods shall be used to permit construction of said structure or pipeline under dry conditions. Dry conditions shall prevail until fresh concrete has reached sufficient strength to withstand earth and hydrostatic loads and until the pipelines are properly jointed, tested and backfilled.

3. Pumping in excavations shall be done in such a manner to prevent the carrying away of unsolidified concrete or other materials, and to prevent damage to the existing subgrade.
4. The elevation of the bottom of footings or structures shown shall be considered as approximate only and the ENGINEER may order such changes in dimensions and elevations as may be required to secure a satisfactory installation. All structure excavations shall be hand-trimmed to permit the placing of full widths, and lengths of footings on horizontal beds. Rounded and undercut edges will not be permitted. When excavations are made below the required grades, without the written order of the ENGINEER, or where required due to the actions of the CONTRACTOR, they shall be backfilled with select backfill material or concrete as directed by the ENGINEER at the expense of the CONTRACTOR.
5. Excavation shall be extended sufficiently on each side of structures, footings, etc., to permit setting of forms, installation of sheeting or the safe sloping of banks.
6. Subgrades for roadways, structures and trench bottoms shall be firm, dense, and thoroughly compacted and consolidated; shall be free from mud, muck, and other soft or unsuitable materials; and shall remain firm and intact under all construction operations. Subgrades which are otherwise solid, but which becomes soft or mucky on top due to construction operations, shall be reinforced with select backfill material meeting the requirements of Part 2.1 of this Section of the Specification. The finished elevation of stabilized subgrades shall not be above subgrade elevations shown or required.
7. Stability of Excavations: Slope sides of excavations to comply with codes and ordinances of agencies having jurisdiction and all applicable OSHA requirements. Shore and brace where sloping is not possible either because of space restrictions or stability of material excavated.
 - a. Maintain sides and slopes of excavations in a safe condition until completion of backfilling.
8. Pipe Trench Preparation:
 - a. No more than 100 feet of trench may be opened in advance of pipe laying.
 - b. Trench width shall be minimized to greatest extent practical but shall conform to the following:
 1. Sufficient to provide room for installing, jointing and inspecting piping, but in no case wider at top of pipe than pipe barrel OD plus 2 feet.
 2. Enlargements at pipe joints may be made if required and approved by ENGINEER.
 3. Sufficient for sheeting, bracing, sloping, and dewatering.
 4. Sufficient to allow thorough compaction of backfill adjacent to bottom half of pipe.
 5. Do not use excavating equipment that requires the trench to be excavated to excessive width.
 - c. Depth of trench shall be as shown on the Contract Drawings. If required and approved by ENGINEER, depths may be revised.
9. Material Storage: Stockpile satisfactory excavated materials in approved areas, until required for backfill or fill. Place, grade and shape stockpiles for proper drainage.
 - a. Locate and retain soil materials away from edge of excavations.
 - b. Dispose of excess soil material and waste materials as specified herein.
10. Where the existing material beneath the bedding material or subbase material is considered unsuitable by the ENGINEER, CONTRACTOR shall remove and replace it with select backfill. The additional excavation and select backfill material, when ordered in writing by the ENGINEER, shall be included for payment under those items.

3.6 UNAUTHORIZED EXCAVATION

- A. All excavation outside the lines and grades shown on the plans and which is not approved by the ENGINEER, together with the removal and disposal of the associated material, shall be at the CONTRACTOR's expense. The unauthorized excavation shall be filled and compacted with select backfill by the CONTRACTOR at his expense.

3.7 DRAINAGE AND DEWATERING

- A. Prevent surface and subsurface water from flowing into excavations and from flooding adjacent areas.
- B. Remove water from excavation as fast as it collects.
- C. Maintain the groundwater level below the bottom of the excavation to provide a stable surface for construction operations, and a stable subgrade for the permanent work, and to prevent damage to the Work during all stages of construction.
- D. Provide and maintain pumps, sumps, suction and discharge lines and other dewatering system components necessary to convey water away from excavations.
- E. Dewatering system shall continue in operation until the permanent construction provides sufficient dead load to withstand the hydrostatic uplift of the normal groundwater including maximum anticipated storm levels.
- F. Provide approved sediment traps when water is conveyed into watercourses.
- G. Obtain ENGINEER's approval before shutting down dewatering system for any reason.
- H. Obtain required permits by agency of jurisdiction, NYSDEC and USACOE, for any water being discharged into river, streams, or watercourses.
- I. Standby Requirements for Dewatering: Provide standby equipment to ensure continuity of dewatering operations.
- J. Disposal of Water Removed by Dewatering System:
 - 1. Dispose of all water removed from the excavation in such a manner as not to endanger public health, property, or any portion of the Work under construction or completed.
 - 2. Dispose of water in such a manner as to cause no inconvenience to the OWNER, ENGINEER, or others involved in work about the Site.
 - 3. Convey water from the construction site in a closed conduit. Do not use trench excavations as temporary drainage ditches.

3.8 SHEETING, SHORING AND BRACING

- A. Excavations for structures and pipelines shall be open excavation, sheeted, shored and braced where necessary to prevent injury to workmen, the public, structures, or pipelines.
 - 1. Structures within 100 feet of sheeting installations shall be subject to a pre-construction survey to identify and record existing structural conditions. In the instance of private residences, the Owners shall be contacted directly. These inspections shall be carried out by a pre-inspection firm experienced in this line of work.
 - 2. During the actual construction process, the CONTRACTOR shall provide for monitoring and recording of the actual vibrations generated. A baseline of ambient vibration levels shall be established prior to driving sheet piling.

3. The particle acceleration during the driving of the sheet piling shall not exceed 2.0 fps.
 4. The CONTRACTOR will be required to charge the construction methods if the work is resulting in unacceptable vibration levels.
- B. All municipal, county, state and federal ordinances, codes, regulations and laws shall be observed. The CONTRACTOR shall provide all sheeting, shoring and bracing which conform to New York State Department of Labor - Industrial Code Note 23 and all applicable Sections of the 1970 Occupational Safety and Health Act (OSHA) and any other requirements as necessary.
 - C. Used material shall be in good condition, not damaged or excessively pitted. All steel sheeting designated to remain in place shall be new. New or used sheeting may be used for temporary work.
 - D. All steel work for sheeting, shoring, bracing, cofferdams, etc., shall be designed in accordance with the provisions of "Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings", of the AISC except that field welding will be permitted.
 - E. Steel sheet piling shall be manufactured from steel conforming to ASTM A 328. Steel for soldier piles, wales, and braces shall be new or used and shall conform to ASTM A 36.
 - F. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Carry down shoring and bracing as excavation progresses.
 - G. Unless otherwise shown, specified, or ordered, all materials used for temporary construction shall be removed when work is completed. Such removal shall be made in a manner not injurious to the structure or its appearance or to adjacent Work or property.
 - H. Provide permanent steel sheet piling wherever subsequent removal of sheet piling might permit lateral movement of soil under adjacent structures.
 - I. The clearances and types of the temporary structures, insofar as they affect the character of the finished Work, and the design of sheeting to be left in place, will be subject to the approval of the ENGINEER; but the CONTRACTOR shall be responsible for the adequacy of all sheeting, shoring, bracing, cofferdamming, etc.
 - J. Safe and satisfactory sheeting shall be the entire responsibility of the CONTRACTOR.
 - K. Removal of Sheeting and Bracing:
 1. Remove sheeting and bracing from excavation unless otherwise ordered in writing by the ENGINEER. Removal shall be done so as not to cause injury to the Work. Removal shall be equal on both sides of excavation to ensure no unequal loads on pipe or structure.
 2. Defer removal of sheeting and bracing, where removal may cause soil to come into contact with concrete until the following conditions are satisfied:
 - a. Concrete has cured a minimum of 7 days.
 - b. Wall and floor framing up to and including grade level floors are in place.

3.9 GENERAL BACKFILL

- A. All backfill required for structures and trenches and required to provide the finished grades shown and as described herein shall be furnished, placed and compacted by the CONTRACTOR. Unless otherwise required or specified, general backfill shall be obtained from on-Site excavations. If additional materials are required, they shall be furnished from off-Site sources at no additional cost to the OWNER. All materials used for filling and backfilling shall be subject to the approval of the ENGINEER and shall conform to specifications outlined under Part 2.1.

- B. Backfill excavations as promptly as Work permits, but not until completion of the following:
1. Acceptance by ENGINEER of construction below finish grade including damp proofing, waterproofing, and perimeter insulation.
 2. Inspection, testing, approval, and recording of locations of underground utilities.
 3. Removal of concrete formwork.
 4. Removal of shoring and bracing, and backfilling of voids with satisfactory materials. Cut off temporary sheet piling driven below bottom of structures and remove in manner to prevent settlement of the structure or utilities or leave in place if required.
 5. Removal of trash and debris.
 6. Permanent or temporary horizontal bracing is in place on horizontally supported walls.
- C. Excavation shall be kept dry during backfilling operations. Backfill around structures and piping shall be brought up evenly on all sides.
- D. Backfilling Under and Around Pipe: (Pipe Bedding and Encasement)
1. All trenches from the bottom of the trench to the limits shown on the Contract Drawings shall be backfilled by hand or by machine with pipe bedding material, placed in 6-inch layers and thoroughly compacted by tamping. The backfilling material shall be deposited in the trench for its full width on each side of the pipe simultaneously and consolidated against the pipe wall to form a good support.
 2. In cases where tamping is done by mechanical means, the tamping machine shall be of a satisfactory and approved type. Hand tamping shall be done as directed with suitable tools of approved weight and there shall be at least two tampers for each man shoveling.
 3. Material used for pipe bedding and encasement shall conform to Part 2.1 of this Section of Specifications.
- E. Backfilling Over Pipe to Grade:
1. From the top of the pipe bedding and/or encasement material above the pipe to the grade shown on the drawings or specified, the trench shall be backfilled by hand or approved mechanical methods.
 2. In paved, traveled ways, streets, or under sidewalks, curbs, gutters and driveways, the trench shall be backfilled from the top of the above described pipe bedding and encasement to the underside of the existing pavement base, to the stone subbase for stone driveways, or to the ground surface with select backfill material as specified and placed in 6-inch layers and tamped.
 3. Backfill material in locations such as along watercourses, along streets, park or grass areas shall be approved on-Site materials. The backfill material shall be tamped or compacted with an approved roller from the above point to the surface in 6-inch layers to accomplish minimum settlement level to the adjacent ground surfaces within a tolerance of 2 inches. Excavated material may be reused for backfill if approved by the ENGINEER.
 4. In park or grass areas, all topsoil shall be removed, kept separate from the other excavated material and replaced to a depth equal to the existing topsoil thickness. Refer to Section 02601 for requirements of topsoil and final landscaping.
 5. Backfill shall proceed after pipe construction as promptly as the work will permit and as the ENGINEER may approve. Not more than 50 feet of pipe shall remain uncovered before backfilling is done. If the CONTRACTOR does not promptly and properly install backfill, the ENGINEER may stop other work on the job until this is done.

- a. Where excavation is made through permanent pavement, curbs, sidewalks and driveways or where such structures are undercut by the excavation or where such structures are to be laid over the pipe trench within one (1) year, select backfill shall be placed in 6-inch layers, tamped as directed, in a manner to prevent future settlement. The surface shall be brought to proper grade with a smooth, even surface.
6. Where pipe is laid in rock excavation, 6 inches minimum of pipe bedding material shall be carefully placed and tamped over the rock before the pipe is laid. After laying pipe, the balance of the backfill shall be placed as described herein.
7. Unless otherwise specified or directed by ENGINEER fill shall be placed in horizontal loose lifts not exceeding 6 inches in thickness and shall be mixed and spread in a manner assuring uniform lift thickness after placing.
8. The water content of fill material shall be controlled during placement within the range necessary to obtain the compaction specified. In general, the moisture content of the fill shall be within 3 percent of the optimum moisture content for compaction as determined by laboratory tests. CONTRACTOR shall perform all necessary work to adjust the water content of the material to within the range necessary to permit the compaction specified. No fill material shall be placed when free water is standing on the surface of the area where the fill is to be placed. No compaction of fill will be permitted with free water on any portion of the fill to be compacted.
9. No fill shall be placed or compacted in a frozen condition or on top of frozen material. Fill containing organic materials or other unacceptable material shall be removed and replaced with approved fill material.
10. Compaction of fill shall be performed with equipment suitable for the type of material placed and which is capable of providing the densities required for the specific conditions encountered. CONTRACTOR shall select compaction equipment and submit it and his proposed procedure to the ENGINEER for approval.
11. Fill shall be compacted by at least two coverages of all portions of the surface of each lift by compaction equipment or as required to attain specified degree of compaction. One coverage is defined as the condition obtained when all portions of the surface of the fill material have been subjected to the direct contact of the compactor.
12. The minimum density for general backfill shall be 95 percent of maximum density obtained in the laboratory in accordance with ASTM D 1557. The percentage is modified Proctor Density.
13. If the specified densities are not obtained because of improper control of placement or compaction procedures, or because of inadequate or improperly functioning compaction equipment, the CONTRACTOR shall perform whatever work is required to provide the required densities.
14. CONTRACTOR shall repair, at his own expense, all settlement that occurs. He shall make all repairs and replacements necessary within 30 days after notice from the ENGINEER or OWNER.

F. Backfilling for Roadways and Subbase Course

1. Preparation of subgrade for roadways and pavements including compaction shall be completed for the full width of the trench or roadway prior to installation of subbase materials.
2. In each case, the top 6 inches of the subgrade shall be compacted to at least 95 percent of the maximum density at optimum moisture content as determined by ASTM D1557. The stability of the subgrade shall be such that when materials above the subgrade are deposited on the subgrade, no rutting or displacement of the subgrade will occur. No material shall be placed in subgrades which are muddy, frozen or have water thereon.
3. After final subgrades for pavement and roadways have been established, and subgrades prepared and compacted, the CONTRACTOR shall install and compact subbase materials.

4. Subbase material shall be select backfill material as specified in Part 2.1 of this Section. Thickness of material shall be as shown and specified herein.
5. If pavement is installed over a proposed pipeline or utility installed under this Project, the full depth of the pipe trench shall be backfilled with select backfill material.
6. If pavement is installed in an area where no previous pavement existed or in an area where existing pavement was removed, CONTRACTOR shall excavate to required subgrade and install a minimum of 12 inches of select backfill material over subgrade.
7. Select fill material subbase for pavement shall be installed and compacted by machine in lifts not exceeding 6 inches. Machinery used for compaction of subbase material shall be capable of attaining proper compaction of materials.

G. Backfill and Restoration of Stone Driveways:

1. Preparation and compaction of the pipe trench to be restored shall be completed for the full length and width of the trench prior to installation of the final top dressing stone materials.
2. The top 6 inches of the stone subbase material shall be compacted to at least 95 percent of the maximum density at optimum moisture content as determined by ASTM D1557. No materials shall be placed on subbases which are muddy, frozen, or have water thereon.
3. After installation and compaction of the subbase (select backfill) materials, the CONTRACTOR shall install a layer of geotextile fabric material over the subbase material prior to installing the top dressing stone materials. Geotextile fabric material shall be Type FX-44 as manufactured by Carthage Mills, Mirafi, or equal.
4. Top dressing stone materials shall be installed to a minimum thickness of 6 inches and shall match existing driveway stone materials as close as possible in the sizes and appearance of the materials.
5. All costs associated with restoration and replacement of stone driveways shall be included for payment under the pipe installation items, and no separate payment will be made for this work.

3.10 SELECT BACKFILL MATERIAL

A. Select backfill material shall be provided in the following locations:

1. Support for structure foundations where CONTRACTOR excavates below design subgrade shall be provided at CONTRACTOR's expense.
2. Support below and around pipe bedding and foundations.
3. Subgrade for roads and pavements.
4. As backfill above pipe bedding material under roads, pavement, shoulders, sidewalks, curbs, gutters, and structures. The entire volume of trench in these areas is to be backfilled with select backfill material.
5. Where shown or directed by ENGINEER.
6. Shall conform to Part 2.1 of this Section.

B. Select backfill necessary to replace subgrade materials disturbed and softened as a result of the CONTRACTOR's operations or to backfill unauthorized excavation shall be provided, placed and compacted at the CONTRACTOR's expense.

3.11 ROCK EXCAVATION

- A. Rock excavation shall be defined as boulders or hard cap rock exceeding 1/2 cubic yard in volume and solid ledge rock which, in the opinion of the ENGINEER, requires for its removal drilling and blasting, wedging or slogging and barring. Excavation of soft or disintegrated rock or weathered shale that can be removed readily with a pick or trenching machine of the backhoe type; loose, shaken or previously blasted rock; masses of broken stone in rock fill walls or elsewhere, except such individual pieces as exceed 1/2 cubic yard in volume; concrete, asphalt or brick pavements and concrete or stone curbs and sidewalks shall not be considered as rock excavation.
- B. Rock shall be excavated in general so that there will be a clear space of at least 12 inches from the outside barrel of the pipe to the side of the trench. Isolated points of rock shall not come nearer than 9 inches to the outside of all pipes. At joints there shall be sufficient room for properly making the joint. At the bottom, the rock shall not come nearer than 6 inches to the invert of the pipe.
- C. Rock shall be stripped in sections satisfactory to the ENGINEER and the ENGINEER shall then be notified in order that he may measure the same.
- D. Explosives and Blasting:
 - 1. Blasting will not be permitted under this Contract. Rock shall be removed by approved mechanical methods. Methods for rock removal shall be submitted for approval prior to the start of the work.

3.12 GRADING

- A. General: Uniformly grade areas within limits of grading under this Section, including adjacent transition areas. Smooth subgrade surfaces within specified tolerances, compact with uniform levels or slopes between points where elevations are shown, or between such points and existing grades.
- B. Grading Requirements:
 - 1. Turfed Areas: Finish areas to receive topsoil to within not more than 1 inch above or below the required subgrade elevations.
 - 2. Walks: Shape surface of areas under walks to line, grade and cross-section, with finish surface not more than 1 inch above or below the required subgrade elevation.
 - 3. Pavements: Shape surface of areas under pavement to line, grade and cross-section, with finish surface not more than 1/2 inch above or below the required subgrade elevation.
 - 4. All existing drainage ditches and swales, if disturbed, shall immediately, upon completion of pipe installation, be restored to proper lines and grades. CONTRACTOR shall ensure that final drainage facilities are in working condition and acceptable to the agency of jurisdiction.

3.13 DISPOSAL OF EXCAVATED MATERIALS

- A. Material removed from the excavations shall be hauled away from the Project Site by the CONTRACTOR and disposed of in compliance with municipal, county, state, federal rule, regulation and/or requirements or stockpiled for later use on the Project on Site at a location to be determined by the OWNER.

3.14 TEMPORARY PAVEMENT REPLACEMENT

- A. If the Construction is performed between October 1 and April 1, the CONTRACTOR is required to provide and install 4-inches of cold patch material in all pavement cuts.
- B. All open cuts within 50 feet of an intersection shall be topped with 4-inches of cold patch material regardless of the time of year.

- C. All open cuts on heavily traveled roadways will require 4-inches of cold patch (generally state and county roads) regardless of the time of year.
- D. All temporary pavement patches shall be maintained at all times by the CONTRACTOR. He shall maintain in good and safe condition during the progress of the work, the surface of the paved area over the trench and promptly fill all depressions over and adjacent to the trench caused by settlement of backfill until the permanent pavement has been installed.

3.15 TEMPORARY FENCING

- A. CONTRACTOR shall furnish and install a temporary fence surrounding his excavations and work area. It shall have openings only at vehicular, equipment and pedestrian access points.
- B. Temporary fencing shall be suitable for the installation and shall be installed in accordance with all codes and ordinances. Temporary fencing, maintenance and protection of excavations shall be the responsibility of the CONTRACTOR.
- C. At a minimum, temporary fencing shall be lightweight, reusable, bright orange fence made of high density polyethylene, 4-foot high, mesh opening of 1-1/2-inch, and breakload of 2,200 lbs. per foot. Provide suitable fence posts and supports for the installation.
- D. All temporary fencing is subject to the approval of the ENGINEER.

3.16 FIELD QUALITY CONTROL

- A. Quality Control Testing During Construction: Testing services shall be performed by an independent testing company provided by the CONTRACTOR at his own expense. Testing of subgrades and fill layers shall be taken as follows:
 - 1. Paved Areas: Make at least one field density test of subgrade for every 2,000 square feet of paved area, but in no case less than 3 tests.
 - 2. Pipe Trench Backfill: In each compacted 2-fill layer, make one field density test for every 500 L.F. of pipe trench.
 - 3. If, based on reports of testing service and inspection, subgrade or fills which have been placed are below specified density, provide additional compaction and testing at no additional expense to OWNER.

3.17 SIGNAL LOOP DETECTION DEVICES

- A. The CONTRACTOR shall investigate the potential for existing signal loop detection devices in areas where traffic signals are present. These loop detection devices shall be maintained and protected at all times during construction. If the loop detection devices are damaged or disturbed, the CONTRACTOR shall replace the facilities in accordance with all applicable NYSDOT details and specifications at his cost.

3.18 SOIL EROSION AND SEDIMENTATION CONTROL

- A. The CONTRACTOR is responsible to provide all necessary soil and erosion and sedimentation control documents and information to the ENGINEER and OWNER prior to the start of construction on this Project.

END OF SECTION

SECTION 02491

REHABILITATION OF SANITARY SEWER MANHOLES

PART 1 GENERAL

1.1. SECTION INCLUDES

- A. This specification covers the work necessary to rehabilitate existing sanitary sewer manholes. The work includes, but is not limited to the following:
 - 1. Sealing to exclude infiltration; and/or
 - 2. Coating and lining interior of manholes
 - 3. Repair of manhole benches
- B. The information about the Owner's facilities shown on the drawings is taken from existing records. The Contractor is responsible for field verification.
- C. The Contractor shall provide all labor, materials, and equipment required to clean, raise, and rehabilitate the manholes.
- D. The Contractor shall comply with the Owner's and OSHA requirements for confined space entry.
- E. Before commencing work at existing manholes, a perforated catch bucket (to retain particulate larger than U.S. No. 8 sieve, for subsequent removal), or similar, shall be fitted to the outgoing pipe from the manhole structure. Contractors shall strictly adhere to the requirement that construction debris and waste material be prevented from entering downstream sewers.
- F. The Contractor shall keep accurate records of the location of and nature of work performed at each manhole. The Contractor shall provide copies to the Engineer as required.

1.2. RELATED SECTIONS

- A. The Work of the following Sections apply to the Work of this Section. Other Sections of the Specifications, not referenced below, shall also apply to the extent required for proper performance of the Work:
 - 1. Section 01010 – SUMMARY OF WORK
 - 2. Section 01340 – SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES
 - 3. Section 01500 – TEMPORARY FACILITIES
 - 4. Section 02601 – PRECAST CONCRETE MANHOLE AND STRUCTURES

1.3. SUBMITTALS

- A. The Contractor shall submit the following information:
 - 1. Manufacturer's technical literature on the rehabilitation material utilized, including the materials' physical and chemical characteristics.
 - 2. Description of installation method including:

- a. Product Material Safety Data Sheets.
 - b. Maximum pot life, storage life, and essential storage requirements of all rehabilitation materials.
 - c. Mixing and proportioning requirements (as applicable).
 - d. Environmental requirements for application and worker safety including ventilation, humidity, and temperature ranges.
 - e. The Contractor's method description, layout, and application sequencing plan of manhole rehabilitation works shall be submitted to the Engineer for approval not less than fourteen (14) days prior to commencement of rehabilitation Work.
3. Manufacturer's certification of applicator to be used for manhole lining installation work, including spray operator (as applicable).
- B. The Contractor shall also submit the following:
- 1. Methodology, including detail drawing for finishing all anticipated pipe connections to rehabilitated manholes to prevent infiltration and exfiltration (e.g., anticipated pipe connections, including through pipe, side connections, and drop connections).

1.4. QUALITY ASSURANCE

- A. Materials and supplies provided shall be the standard products of manufacturers. The standard products of manufacturers other than those specified may be accepted if it is demonstrated that they are equal in composition, durability, and usefulness for the purpose intended.
- B. The Engineer will inspect the rehabilitated manholes to evaluate the Contractor's work.

1.5. RESPONSIBILITY FOR OVERFLOWS OR SPILLS

- A. It shall be the responsibility of the Contractor to schedule and perform his work in a manner that does not cause or contribute to incidence of overflows or spills of sewage from the sewer system.
- B. In the event that the Contractor's work activities contribute to overflows or spills, the Contractor shall immediately take appropriate action to contain and stop the overflow, clean up the spillage, disinfect the area affected by the spill, and notify the designated Engineer Representative in a timely manner.

PART 2 PRODUCTS

2.1. GENERAL

- A. The installer shall warrant and hold harmless the Owner and the Engineer against all claims for patent infringement and any loss thereof.
- B. The materials used shall be designed, manufactured and solely intended for sewer manhole rehabilitation and the specific application in which they are used. The materials shall have a proven history of performance in sewer manhole rehabilitation for a minimum of three (3) years in sewer systems elsewhere nationally, of similar age, and circumstance.
- C. The materials shall be delivered to the job site in original unopened packages and clearly labeled with the manufacturer's identification (brand name), date of manufacture, storage life, and printed instructions.

- D. Stored materials shall be protected from weather and excessive heat or cold, and stored in accordance with the manufacturer's instructions. Flammable materials shall be stored in accordance with state and local codes. Materials exceeding storage life recommended by the manufacturer shall be removed from the site.
- E. The Contractor shall dispose of all wastes in accordance with applicable regulations.
- F. At the request of the Engineer, the Contractor shall provide a representative employed by the manufacturer having technical training in any of the specific manhole rehabilitation materials and/or system or technique being applied. The appropriate specialist shall be available for construction on site within 24 hours' notice, at no cost to the Owner.
- G. All completed rehabilitation work shall be resistant to:
 - 1. Continuous immersion in septic sewage at temperatures up to 85 °F.
 - 2. Continuous exposure to hydrogen sulfide gas from septic sewage at temperatures up to 85 °F.
 - 3. Deposits of free sulfur on exposed surfaces.
 - 4. Continuous exposure to 10% sulfuric acid at temperatures up to 85 °F.

2.2. MANHOLE INTERIOR RENEWAL

- A. Patching
 - 1. Manhole patching work includes repointing, filling, and repairing non-leaking holes, cracks, and spalls in concrete and masonry manhole walls, benchings, and slabs, as well as through-flow channel dressing and repair.
 - 2. The patching material shall be Quadex Hyperform, Sauereisen F-120, Raven 700, or approved equal.
- B. Material for Plugging Active Leaks
 - 1. Furnish a rapid setting, hydraulic water plug mortar patching material. Material shall have a 4,000 psi compressive strength at 28 days.
 - 2. Material shall be Instaplug No. F-180 as manufactured by Sauereisen, or equal.
- C. Material For Full Coating and Waterproofing Manhole Interiors:
 - 1. Lining system shall be OBIC Armor lining system by OBIC LLC, or approved equal.
 - 2. Product shall be manufactured in an ISO-9001 certified facility and shall have a 10-year warranty on the product and installation.
 - 3. Lining system shall be a multi-layer system containing an adhesion coating, surface layer, and armor layer, and meet the following requirements:
 - a. The armor layer shall be a 100% solids, no volatile organic compound (VOC), moisture tolerant, elastomeric polyurea coating to provide infiltration and corrosion protection. Material shall be capable of curing properly given the project site conditions and temperatures conforming to the following minimum physical requirements:

Physical Property	Standard	Minimum Value
Hardness	ASTM D2240	D 48
Tensile Strength	ASTM D412	3315 psi
100% Modulus	ASTM D412	1668 psi
200% Modulus	ASTM D412	1960 psi
300% Modulus	ASTM D413	2650 psi
Tear Resistance/DIE-C	ASTM D624	417 pli
Ultimate Elongation	ASTM D412	395%
Taber Abrasion, mg loss	ASTM CS17	15 mg loss
Flexibility, 1/8" mandrel		Pass
SWAT	ASTM G210-13	Pass

- b. The surfacer layer shall be a 100% solids, no volatile organic compound (VOC), moisture tolerant, elastomeric polyurethane coating to provide infiltration and corrosion protection. Material shall be capable of curing properly given the project site conditions and temperatures conforming to the following minimum physical requirements:

Physical Property	Standard	Minimum Value
Density	ASTM D1622	6-8 pcf
Compressive Strength	1"	130-180 psi
Closed Cell Content		>94%
Water Absorption		<0.03 lb/sq ft
Maximum Service Temp		180 deg
Viscosity (A side)	72 deg F	675 cps
Viscosity (B side)	72 deg F	200 cps

D. Material for Sealing Manhole Frames and Covers

1. Furnish an elastomeric lining composed of fiber-reinforced, asphalt modified urethane installed on manhole chimney and at the joint between the chimney and the frame and cover.
2. Material shall be manhole chimney seal No. F-88 as manufactured by Sauereisen, or equal.
3. For manholes receiving lining, this item shall be covered under the manhole lining system approved under 2.2.C.

E. Manhole Brick

1. Brick shall conform to the requirements of ASTM C32, Grade SS for sewer bricks and grade MS for manhole brick.

PART 3 EXECUTION

3.1. PROCEDURES

- A. The CONTRACTOR shall perform all work in strict accordance with all applicable OSHA Standards. Particular attention is drawn to those safety requirements regarding confined space entry.

3.2. CLEANING OF MANHOLES

- A. All concrete and masonry surfaces to be rehabilitated must be clean prior to starting any rehabilitation work. All grease, oil, laitance, coatings, loose bricks, mortar, unsound concrete, roots, debris and other foreign materials must be completely removed. Water blasting utilizing proper nozzles shall be the primary method of cleaning; however, other methods such as sandblasting, acid wash, concrete cleaners, degreasers, or mechanical means may be required to properly clean the surface. All surfaces on which other methods are used shall be thoroughly rinsed, scrubbed, and neutralized to remove cleaning agents and their reactant products.

3.3. STOPPING INFILTRATION/INFLOW

- A. After surface preparation and cleaning are complete and prior to application of coatings, any apparent infiltration sources shall be stopped by plugging or chemical grout sealing as specified herein. All visible leaks shall be plugged by the CONTRACTOR. Material used for stopping infiltration/inflow shall be as specified under subsection 2.2.C, of this Section of Specifications.

3.4. PATCHING AND BRICK REPLACEMENT

- A. All large holes or voids around steps, joints or pipes, and spalled areas or holes caused by missing or cracked bricks shall be patched and all missing mortar repointed using non-shrink-patching mortar. Missing or severely cracked bricks shall be replaced with new bricks by the CONTRACTOR. All cracked or disintegrated materials shall be completely removed from the area being patched or repointed, exposing a sound subbase. Holes and voids shall be patched and missing mortar repointed using non-shrink patching mortar conforming to requirements outlined under subsection 2.2. D of this Section of Specification. Replacement bricks shall conform to the materials outlined under Subsection 2.2.A of this Section of Specifications.

All cracks not subject to movement and greater than 1/16-inch in width shall be routed out to a minimum width and depth of 1/2-inch and patched with non-shrink patching mortar.

3.5. MANHOLE STEP REPLACEMENT

- A. The CONTRACTOR shall remove all unsound and damaged steps, as determined by the ENGINEER, drill the necessary holes and perform all other work required to replace these damaged or missing steps. The replacement steps shall be as specified in this Section.

3.6. MANHOLE BENCH AND INVERT REBUILD

- A. Bypass pumping or an internal flow bypass shall be established prior to rebuilding a manhole invert.
- B. The existing invert scheduled to be rebuilt shall be completely removed from the manhole and the existing manhole bottom shall be roughened and cleaned.
- C. A new manhole invert shall be poured to form a flow channel through the manhole that provides a smooth, unobstructed flow bath between the inlet and outlet sewer that conforms as closely as possible in shape and slope of the connecting sewers.
 - 1. The channel wall shall be formed to the full height of the crown of the outlet sewer or as high as possible to not obstruct maintenance, inspection, or flow.
- D. The manhole bench shall be sloped no less than 1/2 inch per foot towards the invert.
- E. Lateral sewers, service connections, or inside drop pipes shall not discharge onto the bench.

3.7. APPLICATION OF INTERIOR COATINGS

- A. All manhole steps shall be removed or protected prior to a coating application.
- B. All installation procedures shall meet the requirements of the specific product manufacturer, as approved by the Engineer.
- C. During periods of cold weather, Contractor shall be required to maintain temperature inside the manhole above the minimum requirements of each proposed product for the duration of the rehabilitation process.
- D. No admixtures or enhancing chemicals shall be added to waterproofing products without written consent of Engineer and product manufacturer.
- E. The Contractor shall be responsible to maintain and protect flow through the manhole at all times unless a bypass pumping plan has been approved by Engineer.
- F. After the surface is properly prepared, the liner shall be installed in accordance with the Manufacturer's instructions.
- G. The liner material shall have a final minimum thickness of 175 mils or per the thickness required by the manufacturer's minimum specification, whichever is greater. Deviations to this thickness may be considered by the Owner as a substitution if the manufacturer can satisfactorily demonstrate that a lower thickness will not adversely affect liner performance.

3.8. ACCEPTANCE AND TESTING

- A. After rehabilitation of manholes has been completed or frames and covers have been sealed, the work shall be visually inspected for compliance and water tightness by the ENGINEER. All rehabilitated manholes and sealed frames and covers shall be free from visible leakage and any leaks found shall be repaired in a manner approved by the ENGINEER with no additional cost to the OWNER.
- B. The ENGINEER reserves the right to inspect the rehabilitated manholes or manhole frame and cover seals during a period of wet weather or at any other time during the warranty period. Any defects in the work found by this inspection shall be corrected by the CONTRACTOR at no additional cost to the OWNER.

END OF SECTION

SECTION 02601

PRECAST CONCRETE MANHOLES AND STRUCTURES

PART 1 GENERAL

1.1 DESCRIPTION

A. Scope:

1. CONTRACTOR shall furnish all labor, materials, equipment, and incidentals required to furnish and install all precast concrete manholes and structures as shown, specified and otherwise required to complete the Work.
 - a. The Work includes, but is not limited to, the following:
 - 1) Precast concrete manholes.
 - 2) Precast concrete structures and catch basins.
 - 3) Frames and covers.
 - 4) Inside drop manhole connections.
 - 5) Manhole and structure testing requirements.
2. Structures shall conform in shape, size, dimension, material, and other respects to the details shown or as ordered by the ENGINEER.

B. Coordination:

1. Review the work under other sections and coordinate with the work that is related to this Section.

C. Related Work Specified Elsewhere:

1. Section 02200 – Excavation, Backfill, and Trenching.
2. Section 02491 – Rehabilitation of Sanitary Sewer Manholes

1.2 QUALITY ASSURANCE

A. Reference Standards:

1. ASTM A 48, Gray Iron Castings.
2. ANSI A 14.3, Safety Requirements for Fixed Ladders.
3. ASTM B 221, Aluminum Alloy Extended Bars, Rods, Wire Shapes and Tubes.
4. ASTM C 478, Precast Reinforced Concrete Manhole Sections.
5. ASTM C32, Sewer and Manhole Brick (made from clay or shale).

1.3 SUBMITTALS

A. Shop Drawings:

1. Submit for approval Shop Drawings of design and construction details of all precast concrete.
2. Submit for approval manufacturer's certification of brick, block, gaskets, precast sections, frames, covers, and all other accessories required.
3. Shop Drawings for the fabrication and erection of all casting assemblies and miscellaneous metal work.
4. Copies of manufacturer's specifications, load tables, dimension diagrams, anchor diagrams, and installation instructions for products to be used for miscellaneous metal works and casting assemblies.
5. Certified copies of factory test reports for manholes.
6. All precast concrete structures shall be designed by a licensed New York State Registered Professional Engineer. Each Drawing for design shall be stamped and signed by the Licensed New York State Professional Engineer.

1.4 PRODUCT DELIVERY, HANDLING AND STORAGE

- A. Delivery: All necessary precautions shall be taken to prevent damage to precast concrete sections, cones, bases, frames and covers and other materials during shipment and delivery. All materials shall be securely fastened to truck or rail car to prevent movement or damage during shipment. Inspector shall examine all materials before unloading.
- B. Handling: All precast concrete materials shall be handled to prevent damage. Precast concrete sections shall not be dropped, rolled, or pushed off from any height on delivery, storage or installation.
- C. Storage: All precast concrete materials shall be stored in such a manner as to safely protect the structures at all times.

PART 2 PRODUCTS

2.1 PRECAST CONCRETE MANHOLES AND STRUCTURES

- A. General: The following requirements apply to all precast concrete manholes and structures furnished on this Project.
 1. Precast Concrete structures shall be manufactured in accordance with ASTM C478, latest revision, and shall be designed for HS-20 live load, latest revision.
 2. Precast concrete manholes and structures shall be of approved design and of sufficient strength to withstand the loads to be imposed upon them.
 3. Mark date of manufacture and name or trademark of manufacturer on inside of structure.
 4. All precast concrete structures shall be installed on a base of select backfill material as shown on the Contract Drawings.
 5. All concrete in precast units shall be stone aggregate and develop strength of 4,000 psi at 28 days and shall conform to the following specifications:
 - a. All concrete furnished for precast concrete manholes and structures shall be in accordance with ACI 318 Code for reinforced concrete.
 - b. Materials:
 - 1) Cement: Portland cement, ASTM C150, Type I or Type II.

- 2) Admixtures: Admixtures other than air entraining admixture shall not be used. Air entraining admixture shall conform to ASTM C260. Air content of concrete with 3/4-inch maximum size aggregate shall be 6 percent plus or minus 1 percent volume.
- c. Water: Clean and free from injurious amounts of oils, acids, alkalis, organic materials or other substances.
- d. Aggregates: Aggregates shall conform to ASTM C33, latest revision. Course aggregate shall be size number 67 (nominal 3/4-inch to No. 4).
- e. Proportions: Proportions of materials in concrete and strength of concrete shall be subject to the following conditions:
 - 1) Minimum 28-day compressive strength – 4,000 psi.
 - 2) Maximum water to cement ratio by weight – 0.45.
 - 3) Minimum cement content (pounds per - 600 lbs/cubic yard).
6. All precast concrete shall be manufactured by wet cast methods only, and shall be approved design.
7. All precast concrete shall be steel reinforced. Reinforcing shall be designed for all applicable loads and forces encountered. Steel reinforcing shall be ASTM A496-A, 615, Grade 60-60 KSI.
8. Prior to backfilling, all below grade exterior faces of the precast concrete manholes and structures installed on sanitary sewers shall be painted with an asphaltic sealer as shown on the Drawings. Sealer shall be manufactured by one of the following:
 - a. RC-70 Protective Coating as manufactured by Midland Asphalt
 - b. Bitumastic 300M as manufactured by Carboline.
 - c. Or equal.
9. All holes and cutouts for adjacent piping shall be no less than 6 inches from any joint in the structure at either the top or bottom of the line on any branch piping.

2.2 PRECAST CONCRETE MANHOLES

- A. In addition to the general requirements for precast concrete structures outlined above, the following shall apply:
 1. Precast concrete manhole bases shall be monolithic reinforced concrete and shall have an O-ring gasket as outlined for the manhole sections. Thickness of the bottom of precast concrete manhole bases shall be a minimum of 6 inches for 48-inch diameter manholes and a minimum of 8 inches for 60-inch and 72-inch diameter manholes.
 2. Precast concrete manhole bases shall be provided with a base flange extending no less than 6 inches beyond the outside walls of the monolithic base.
 3. Unless a larger size is required by the Drawings, the barrel of the precast concrete manholes shall be constructed of standard reinforced concrete manhole sections. The barrel shall be constructed of various lengths of pipe in combination to provide the correct height with the fewest joints. Wall sections shall not be less than 5 inches thick for 48-inch diameter manholes, or less than 7 inches thick for 60-inch and 72-inch diameter manholes.

4. Joints shall be rubber gasket and concrete using O-ring gaskets, conforming to AWWA C302. For rubber ring joints, the base of the bell shall be buttered with 1:2 cement-sand ratio to provide a uniform bearing for the spigot of the entering pipe.
5. A precast slab or precast eccentric cone with a minimum opening of 24 inches shall be provided at the top of the manhole barrel to receive the cast iron frame and cover. The slab or cone shall be of acceptable design and of sufficient strength to safely support an HS-20 loading. Concrete slabs shall not be less than 8-inches thick.
6. Manhole sections shall contain manhole steps, 12 inches on centers, accurately positioned and embedded in the concrete.
7. Where the proposed piping passes through exterior walls of a precast concrete manhole on structure, the manufacturer shall provide an oversized opening and mechanical type seal or shall provide an assembly consisting of a flexible rubber boot with clamp assembly. The boot assembly shall meet the requirements of ASTM C-923 and shall have a stainless steel power sleeve and clamps.
8. Product and Manufacturer:
 - a. Precast concrete manholes shall be manufactured by:
 - 1) Kistner Concrete Products.
 - 2) Or approved equal.

2.3 MISCELLANEOUS METALS

A. Steps and ladder rungs (manholes).

1. The CONTRACTOR shall provide steel reinforced copolymer polypropylene steps as follows:
 - a. Conform to requirements outlined in ASTM 2146 under Type II, Grade 16906.
 - b. Steel reinforcing used in steps shall be continuous 1/2-inch diameter reinforced rod.
 - c. Steel reinforcing rod shall be Grade 60 and conform to requirements of ASTM A-615.
 - d. "Press Fit" step hand driven by hammer into preformed holes in the precast concrete manhole sections.
 - e. Steps shall be in conformance with ASTM C-478, paragraph 11 and shall be in conformance with all applicable OSHA standards.
 - f. Space steps uniformly at a maximum of 12 inches on centers and project evenly from manhole or chamber walls.
2. Product and manufacturer: Provide one of the following:
 - a. M.A. Industries, Inc., Model PS-2-PFS.
 - b. Or equal.

B. Frames and covers: (Manholes)

1. For manholes, provide frames and covers as follows:
 - a. For sewer manholes, frames and covers shall conform to the following:

- 1) Made from merchantable gray cast iron, tough, even-grained, and free from all flaws or defects, ASTM A48, Class 30, cast iron, or equal.
- b. Frame and cover shall be rated for HS-20 loading, latest revision.
- c. Machined to ensure proper fit and even bearing in all positions.
- d. Covers shall be solid covers and shall be furnished with lettering labeled "Sanitary Sewer."
- e. Standard Manhole frame and cover shall be furnished as follows:
 - 1) Campbell Foundry Co. – Casting No. 1203B.
 - 2) Or approved equal.
- f. Watertight Manhole frame and cover shall be furnished as follows:
 - 1) Campbell Foundry Co. – Casting No. 6545.
 - 1) Or approved equal.

PART 3 EXECUTION

3.1 INSTALLING PRECAST CONCRETE STRUCTURES

- A. Precast concrete structures shall be installed and set in accordance with the manufacturer's recommendations and as outlined herein.

3.2 MANHOLE CHANNELS

- A. Inverts shall conform to the size and elevation of the adjoining pipes. Side inverts shall be curved and main inverts, where direction changes shall be laid out in smooth curves of the longest possible radius which is tangent to the centerline of the adjoining pipelines.
- B. For straight through flow, channels shall be formed from polyvinyl chloride (PVC) pipe laid through the manholes. A bench of 4,000 psi concrete shall be built up to the 2/3 point of the vertical sewer diameter before the top of the sewer pipe is broken out.
- C. Where side channels and curved sections occur, the channels within the manholes shall be formed of 4,000 psi concrete and shall be given a hard trowel finish.

3.3 GRADING AT MANHOLES AND CATCH BASINS

- A. Precast concrete grade rings shall be used for all precast manholes, structures and catch basins where necessary to set frame and cover to final elevations. Grade rings shall be maximum of 6 inches (2-inch, 4-inch, or 6-inch), and shall not exceed 12 inches in total height, constructed on the roof slab or cone section on which the frame and cover shall be placed. The height of the grade rings shall be such as is necessary to bring the frame and cover to the proper grade. However, no more than two grade rings will be allowed.
- B. Concrete blocks or bricks shall be used to set new frames and grates on new or existing catch basins.
- C. All manholes in unpaved areas shall be built as shown or directed to proper elevation.
- D. Storm sewer manholes and catch basins shall be graded for proper drainage as shown on the Drawings.

3.4 MANHOLE WATER TIGHTNESS

- A. All manholes shall be free of visible leakage. Each manhole shall be tested for leaks and inspected, and all leaks shall be repaired in a manner subject to the ENGINEER's approval.
- B. After installing manhole sections and making O-ring joints, CONTRACTOR shall trowel on inside and outside face of joint mortar coating, "PRECO-PATCH" or equal.

3.5 PIPE JOINT

- A. Materials required for pipe stubs shall be of the same make and manufacture, including lining and coating of the main adjoining piping.

3.6 CONNECTIONS TO EXISTING MANHOLES AND CATCH BASINS

- A. The CONTRACTOR shall make connections between the proposed manholes and the existing manholes where shown on the Drawings, and between proposed catch basins and existing storm drainage piping where shown and required.
- B. The CONTRACTOR shall core drill into the existing manhole at the locations shown on the Drawings and at the elevations shown on the Drawings and at such an angle so that no reverse flow conditions will be created and so that the core drilling does not interfere with the existing pipes.
- C. If the existing manhole has a bench and channel, it shall be removed and reconstructed to permit flow through the manhole as it exists now and also into the new outlet pipe. The CONTRACTOR shall be responsible for diverting flow or pumping water so that a channel and bench may be constructed in a dry condition.
- D. Diversion of the water flow shall only be done with the approval of the ENGINEER and the agency involved.
- E. Subsequent to construction of the connecting pipe and the connection to the existing manhole and before the diversion or pumping procedures are stopped, the CONTRACTOR shall install a plug in both the inlet and outlet ends of the pipe connections of the proposed manhole and the existing manhole. The plugs shall be secured to a chain which shall be secured to the manhole in which it is installed. The plugs shall be watertight.

3.7 ADJUSTMENT OF FRAMES, COVERS AND GRATES AND INSTALLING NEW FRAMES, COVERS AND GRATES

- A. Frames, covers and grates shall be adjusted to new grades necessary to match final pavement surface.
- B. Limits of excavation and pavement removal shall be kept to the minimum necessary to complete the work.
- C. Provide all blocks, bricks and appurtenances necessary for grade adjustment.
- D. CONTRACTOR is responsible to ensure, check and verify all grades.

3.8 ABANDONMENT OF EXISTING MANHOLES

- A. Abandonment of an existing manhole includes removal and disposal of top section of section of manhole to a minimum depth of 2 ft. 0 inch below finish grade.
- B. The work includes removal and disposal of manhole frame and cover, filling remaining section of manhole with flowable fill material, final backfill, grading and restoration of areas disturbed during the work.

END OF SECTION

SECTION 02763

TESTING AND SEALING OF SANITARY SEWERS

PART 1 GENERAL

1.1. SECTION INCLUDES

- A. Sealant material.
- B. Sealing of sanitary sewer laterals
- C. Grouting of inactive wyes.
- D. Testing of sanitary sewer joints.
- E. Sealing of joints.
- F. Retesting of joints.
- G. Television inspection requirements.
- H. Reports.
- I. Notification of affected sewer users.

1.2. RELATED SECTIONS

- A. Section 01025 - UNIT PRICE ITEMS: Requirements applicable to unit prices for the work of this Section.
- B. Section 01700 – PROJECT CLOSEOUT
- C. Section 02764 – CLEANING AND TELEVISION INSPECTION OF UNDERGROUND SEWERS
- D. Section 02766 - SEWER LINING (CURED-IN-PLACE PIPE)
- E. Section 02769 - BYPASS PUMPING

1.3. DEFINITIONS

- A. Existing pipe or pipe joints are defined as pipe existing “in place” before the start of this project.
- B. The word “section” shall mean the entire length of sewer between two successive manholes.

1.4. SUBMITTALS

- A. Provide sealant product data, describing active ingredients, manufacturer, mixing and installation procedures.
- B. All logs and reports submitted to the Engineer shall be carefully identified as to location.
- C. Progress schedule.

- D. The Contractor shall provide certification from a testing laboratory as to the accuracy of the calibrated gauges and/or gauges to be used for calibrating the Contractor's gauges. Written certification shall be dated no more than 1 month of the award of the Contract.
- E. Provide sample letter example for notification to sewer customers ahead of interruption of service.

1.5. PROJECT RECORDS

- A. A testing and sealing log shall be kept of all sewer laterals sealed using the form attached at the end of this section. Contractor may use their own testing and sealing log if they wish to do so, provided it is submitted and approved for use by Engineer.
- B. A testing and sealing log shall be kept of all sewer joints sealed. The log shall include the following:
 - 1. Street location.
 - 2. Sewer size.
 - 3. Material.
 - 4. Joint spacing
 - 5. Identification by number of the upstream and downstream manholes.
 - 6. Direction of flow.
 - 7. Location of all joints tested and results.
 - 8. Location of all joints sealed and amount of sealant used to seal each joint.
 - 9. Location of any joints that cannot be tested and/or sealed with respect to the upstream manhole and the reason.
 - 10. A general written description of the condition and alignment of the pipe within each section shall be incorporated in the log.
- C. Within 30 days following completion of the field work, one draft typewritten copy of all records, neatly bound and indexed in a protective cover, shall be submitted to the Engineer for approval.
- D. Upon approval of the draft report, the Contractor shall submit to the Engineer for his approval and distribution three typewritten final reports, each indexed and neatly bound in a protective cover.
- E. All television inspection requirements incorporated with testing and sealing work (mainline sewer joints and laterals) shall be completed in accordance with Section 02764.
 - 1. All television inspections shall be made available to Engineer upon request. The intent is that television inspections completed before and during testing and sealing will not be required submittals, but must be made available if requested by Engineer.
 - 2. Post Construction Television Inspection - After all testing and sealing (mainline sewer joint(s) and/or lateral(s)) has been completed in a sewer section, and test results have been reviewed and accepted by Engineer, a Post Construction Television Inspection of the entire section (manhole to manhole) is required. During the Post Construction Television Inspection no testing and sealing will be permitted. The intent is that all testing and sealing work has already been completed and accepted by Engineer. Post Construction Television Inspection will be a required submittal and must be completed and submitted in accordance with Section 02764.

1.6. REGULATORY REQUIREMENTS

- A. Conform to applicable local, state, and federal (OSHA) Health and Safety Codes for the storing, handling, and mixing of the chemical sealants.
- B. The Contractor to obtain necessary permits and site approval for disposal of any solids removed from the sewers and disposal of excess sealants and containers.

1.7. TEST REQUIREMENTS

- A. All sewer joints and lateral connections shall be television inspected, both before and after testing and sealing.
- B. Mainline sewer joints are to be subjected to the following test:
 - 1. The test pressure to be 4.5 PSIG except as follows:
 - a. The pressure to be increased from 4.5 PSIG by the height in PSIG of groundwater over the top of the pipe being tested.
 - b. Where no groundwater measurements have been made by the Contractor, the test pressure will be determined as follows:
 - 1) $(\text{Height of cover over pipe} + 5 \text{ feet}) / 2.3 = \text{test pressure in PSIG.}$
 - c. The maximum allowable test pressure to be 10 PSIG and the minimum test pressure shall be 4.5 PSIG.
 - 2. Should the test pressure drop more than 1 PSIG within a 30-second period, the joint will have failed the joint test.
 - 3. Joints that fail the test shall be sealed as described in Article 3.9, shall then retested and/or resealed by the same procedures until the joints pass the pressure test.
- C. Laterals shall be subjected to the following pressure test:
 - 1. The sewer lateral shall be isolated and air pressure applied as stated in Article 3.10.
 - 2. If the void pressure drop is greater than that allowed in the following air test table, the lateral is considered to have failed the test.

INITIAL VOID PRESSURE (PSI)	VOID PRESSURE AFTER 20 SECONDS (PSI)
12 - 11	4.8 - 4.4
11 - 10	4.4 - 4.0
10 - 9	4.0 - 3.6
9 - 8	3.6 - 3.2
8 - 7	3.2 - 2.8
7 - 6	2.8 - 2.4
6 - 5	2.4 - 2.0

- 3. Laterals that fail the test shall be sealed as described in Article 3.10 and then retested and/or re-sealed by the same procedures until the laterals pass the pressure test.

PART 2 PRODUCTS

2.1. SEALING MATERIALS

- A. Sealing materials shall be a chemical grout and catalyst system having a documented service of satisfactory performance to similar usage. The materials shall be Avanti AV-100 or an approved equal. The equipment employed by the Contractor shall be compatible with the requirements of mixing, pumping, and placing the specified chemical grouting materials. The materials shall have the ability to accept suspended additives for increased strength.
- B. This material must be agitated to remain in suspension, and equipment which will not properly mix and continuously agitate the solution and suspended additives will not be approved for this project. All mixing and agitation equipment shall be power operated with variable speed controls.
- C. The chemical grout shall have the following properties:
 - 1. A controllable reaction time, from 10 seconds to 1 hour at temperatures from ambient to freezing.
 - 2. It shall be a true solution with a viscosity of 1.2 centipoise (a 10 percent solution) which remains constant until gelatinization occurs.
 - 3. The ability to tolerate groundwater dilution and react in moving water.
 - 4. The final reaction shall produce a continuous irreversible impermeable stiff gel which is not rigid or brittle.
 - 5. The base solution can be varied by an addition of suspended solids, such as diatomaceous earth (such as Celite 209) or other inactive solids. The effect of additives not specifically mentioned here must be determined by test prior to approval for field use.
- D. Each sealant shall be specifically recommended by the manufacturer for the purpose of sealing sewers in areas of fluctuating groundwater level. All components of the chemical sealant shall have a documented performance of satisfactory service in similar usage.
- E. A root-killing and inhibitive additive shall be included in the sealant at the rates and quantities recommended by the manufacturer.
- F. Mixing, application, and installation shall be in accordance with Manufacturer's procedures. Set time for the sealing compounds shall be as recommended by the manufacturer.

2.2. CLEANING REQUIREMENTS

- A. The Contractor shall provide all equipment, tools, labor and materials necessary to satisfactorily clean and remove all visible obstructions, dirt, sand, sludge, roots, gravel, stones, etc., from the designated sewers such that all existing interior pipe surfaces and joints are visible when televised. The term "clean" or "cleaning" as used in these specifications shall be defined as the removal of sufficient materials to render the sewer line to 95 percent of its original capacity or to allow passage of the necessary inspection, testing, and sealing equipment, whichever is greater.
- B. If, during the process of television inspection the pipes are shown to still contain any visible dirt, stones, gravel, roots, and other visible material, the Contractor shall repeat the cleaning of material and removal of roots until all such material has been removed from the pipes before continuing the inspection process. The cleaned section shall then be re-televised. Necessary re-cleaning shall be performed by the Contractor at no additional cost to Owner.

2.3. TELEVISION INSPECTION REQUIREMENTS

- A. All television inspection requirements incorporated with testing and sealing work (mainline sewer joints and laterals) shall be completed in accordance with Section 02764.
- B. Television inspections are required as Project Records and shall be made available to Owner and Engineer as described above in Article 1.6.E.

2.4. LATERAL SEALING EQUIPMENT

- A. Lateral sealing shall be accomplished by means of a lateral sealing inversion tube capable of accommodating lateral sizes between 8-inch and 12-inch in diameter.
 - 1. Inversion tube shall enter the lateral from within the main line sewer.
 - 2. Inversion tube shall be capable of extending into the lateral connection a maximum of 12 linear feet.
 - a. Actual amount to be sealed shall depend on the layout of the connection. Contractor will be expected to seal entire vertical portion of connection unless 90-degree bend or other obstruction prevents this from occurring.
 - 3. Minimum length of lateral to be sealed shall be 5 feet.
- B. Contractor shall ensure lateral is cleared of all grout and other residuals do not block or obstruct flows following testing and sealing.

PART 3 EXECUTION

3.1. PREPARATION AND EXAMINATION

- A. Contractor is responsible to perform a pre-construction television inspection of the entire section (manhole to manhole) before testing and sealing work is conducted. During the inspection, Contractor is responsible to identify and confirm the following:
 - 1. Location of lateral(s) and/or joint(s) to be rehabilitated as identified in Contract Documents.
 - 2. Identify additional lateral(s) and/or joint(s) exhibiting active infiltration not already identified in Contract Documents. If such are found coordinate with Engineer for potential additional work.
 - 3. Identify and eliminate obstructions (intruding taps, debris, roots) which may impede testing and sealing work. Contractor is responsible for preparing the mainline pipe section and/or lateral for testing and sealing work, which may include but is not limited to grinding or eliminating intruding taps, clearing and cutting roots, and removing debris.
- B. In the event the section being tested and sealed has substantial flow entering the sewer such that testing and sealing of the sewer mainline or sewer lateral is impossible to perform, then the Contractor shall coordinate with the Owner of the source of flow to have such flow temporarily stopped and/or reschedule the testing and sealing operations of the particular section to a time of day when such flow is reduced to permit proceeding with the testing and sealing operations. If necessary, Contractor shall bypass pump to complete work at no additional cost.

- C. All work associated with access to the project and traffic control, including snow and ice removal, locating and uncovering pavement from manhole cover, opening of manholes and furnishing of water shall be performed by the Contractor.

3.2. CLEANING

- A. Sewer cleaning and television inspection shall be performed in a systematic fashion. This shall be accomplished by cleaning the upper reaches of the sewer and progressing in the direction of flow.
- B. The Contractor shall perform the cleaning of sewers in a fashion which prohibits grease, sludge, grit, etc., from accumulating in a section of sewer previously cleaned and televised.
- C. If solids are deposited in the sewers from the temporary plugging operation and are not removed with the removal of the plugs, such solids shall be cleaned and removed from the sewers by the Contractor.
- D. Care shall be taken in cleaning in order to prevent damage to the pipe. All solid or semi-solid material removed from a section shall be removed at the downstream manhole in that section and shall not be passed from section to section.
- E. Following installation of CIPP and lateral lining materials, Contractor shall remove all excess grout and residuals to prevent any blockage or obstruction of flow. This cleaning shall be confirmed during final inspection.

3.3. TELEVISION INSPECTION

- A. All mainline sewer joints, lateral connections, and sewer sections to be rehabilitated under this Contract shall be television inspected before, during and after testing and sealing.
 - 1. Instantaneous test pressure shall be shown and recorded in the video frame.
 - 2. Video shall be provided for each pipe joint and active service lateral as described above in Article 1.6E.
- B. Television inspections are required as Project Records and shall be made available to Owner and Engineer as described above in Article 1.6E.

3.4. NOTIFICATION OF SEWER USERS

- A. If lateral connections are found upon television inspection of the sewer, the Contractor shall make all the necessary arrangements with property owners to perform the necessary shutoffs as required.
- B. Notify all affected sewer customers, in writing, at least 24 hours prior to shutdown of service.
 - 1. Notice cards will be furnished to the Contractor by the Owner which will have a space for the Contractor to fill in the specific dates for each shutdown.
- C. The work shall be scheduled in sections, as it is necessary to allow for completion of the work and restoration of service to the customer.
 - 1. No customer shall be without service for a period in excess of 12 hours.
- D. The Contractor shall be responsible for providing one person with the specific job of public relations and public contact. This person shall be at the job site to notify the public of current schedules, schedule changes, actual shutoff and service resumption times, and to answer any questions that homeowners may have during the lining process.

3.5. SEWER FLOW CONTROL

- A. Throughout all work the Contractor shall maintain flows in the existing sewer system and in particular, sewage flows on the upstream side of the section being sealed such that no flooding of basements or damage to sewers is caused by the Contractor's operations.
- B. The sealing operations shall be performed in a dry sewer isolated from the other section, except when equipment used is designed to permit passage of sewage flow through center of packer and flow conditions allows observation of the operation by television camera.
- C. Where flows are too great to pass through the packer, the Contractor (in order to control sewage flow) may provide temporary plugging, with quick release system, of the upstream sewer where the Contractor can demonstrate that such plugging will not flood basements or damage the sewer system.
- D. In the event sewage flows are too great to permit temporary plugging, the Contractor shall pump the sewage flow around the section being tested and sealed. The cost of pumping being included in the applicable bid items.
- E. If solids are deposited in the sewers from the temporary plugging operation and are not removed with the removal of the plugs, such solids shall be cleaned and removed from the sewers by the Contractor.

3.6. MATERIAL AND EQUIPMENT PREPARATION

- A. Gauges shall be calibrated prior to start of work and tested monthly to confirm accuracy of readings.
- B. Prior to start of sealing and at least once a week thereafter, the Contractor shall calibrate the gauges, which record the quantity of sealant used and demonstrate by test that they are accurate within +/- 1 percent.
- C. The Contractor shall demonstrate daily that the cure times of each batch of sealant prepared meets the manufacturer's requirements. The sealant batches shall be used within the batch life time as recommended by the manufacturer.
- D. Sealant equipment shall be so designed that continuous agitation of chemicals shall take place to keep solids in suspension.

3.7. DISPOSAL OF SOLIDS

- A. Solids removed from the sewer may be deposited at an area designated by Oneida County Water Pollution Control Plant (315) 798-5656. Coordinate disposal of solids with Oneida County. Excess sealants shall be removed from the site and disposed of at sites approved by the New York State Department of Environmental Conservation and the Owner.
- B. Under no circumstances shall sewage or solids removed from the sewer be dumped onto the street or into ditches, catch basins, storm drains or streams.

3.8. JOINT TESTING PROCEDURE

- A. The pressure shall be applied to the joint through a regulated pressure sensing line and will be isolated by means of an electric solenoid. No check valves or similar devices which could affect the accuracy of the measurement will be allowed in the pressure measurement system.
- B. The pressure called for in the above procedure (refer to Article 1.4) shall be accurately measured with gages accurate to 0.10 psig and instantly transmitted to the operator above ground.

- C. The Contractor shall perform testing of all designated joints and seal the joints that fail the joint test. Joints that fail the test shall be sealed as described in Article 3.9 and then re-tested and/or re-sealed by the same procedures until the joints pass the pressure test.
- D. The Contractor shall record this information on the testing and sealing log. A complete list of joints not passing the test and are unable to be successfully sealed shall be given to the Owner for his review (refer to Articles 1.4 and 1.5). Reason(s) for each joint that cannot be successfully sealed must be included

3.9. JOINT SEALING

- A. Sealing shall be accomplished by internally injecting chemical grout sealant through an air-inflated packer or other suitable device which can be positioned to completely isolate each joint or other point of infiltration.
- B. After positioning the packer to completely isolate the joint or crack to be sealed, the chemical sealant shall then be injected using instant reading, metered flow proportioning pumps, and precise pressure gages and controls.
- C. Sealant shall be pumped into packer void at pressure in excess of groundwater pressure. Mixing of chemical sealant shall occur in the packer void. The packer void shall then be expanded to force the chemical into the joint. Cure time of chemical sealant shall be in accordance with the manufacturer's recommendations.
- D. The packer shall have an inflatable center section which eliminates all void areas and displaces all grout into the joint.
- E. The expansion of the air-inflated packer shall be carefully regulated by precise pressure gages and controls.
- F. Upon completion of the sealing operation, a television camera shall be moved to a position where the results of the sealing can be observed. If it is observed that an ineffective seal was obtained and/or the joint fails to pass the pressure test, the sealing procedure shall be repeated.
- G. Prior to testing the sealed joint, the packer shall be deflated to break away any remaining gel in the void and moved and repositioned on the joint in order to perform an independent test.

3.10. LATERAL TESTING AND SEALING

- A. Testing - The lateral sealing packer shall be positioned within the mainline sewer in front of the lateral to be sealed. Air pressure shall be applied to cause the inversion tube to inflate into the sewer lateral.
 - 1. Lateral shall be pressure tested at maximum pressure of 10 PSIG and a minimum test pressure of 4.5 PSIG as described in Article 1.4 above.
- B. Sealing - For laterals which fail the initial air test, chemical grout sealant shall be injected through the lateral packer into the annular space between the inversion tube and the lateral pipe. Under pressure, the grout material shall be forced out into the soil through leaking joints and pipe defects.
 - 1. Amount of chemical grout sealant shall be determined by Contractor, but shall be adequate to seal all infiltration within the section being tested.
- C. Once sealed, the lateral shall be retested to verify the sealing of the connection. If the lateral fails the subsequent test, the grouting procedure shall be repeated as necessary to allow the lateral to pass the subsequent test.

1. Contractor may stop grout injection only after discussion with Owner's representative if quantity of grout yields concern over blockage of the lateral.
- D. Lateral flow shall be verified after the successful sealing of each lateral. With the lateral packer in position, the inversion tube shall be retracted and air pressure injected into the lateral.
1. If pressure builds in the lateral and does not drop to approximately zero in a few seconds, the packer shall be removed and the lateral televised.
 2. With the camera in viewing position, an attempt shall be made to obtain a water flush from the occupant.
 3. If there is no flow observed, the lateral will be assumed blocked with grout and it shall be the responsibility of the Contractor to clear the lateral.

3.11. FINAL INSPECTION

- A. Final inspection shall consist of:
1. Observation of acceptable testing and sealing results.
 2. Acceptance of final reports and testing and sealing logs.
 3. Approval of final cleanup of manholes and work sites.
- B. A Post Construction Television Inspection is required (regardless of how many joints and/or laterals were tested and sealed) as described above in Article 1.6.E.

END OF SECTION

SECTION 02764

CLEANING AND TELEVISION INSPECTION OF UNDERGROUND SEWERS

PART 1 GENERAL

1.1. SECTION INCLUDES

- A. Cleaning.
- B. Television inspection.
- C. Disposal of solids removed from pipes.
- D. Root control.
- E. Reports, photography, and inspection recording.
- F. Maintenance at existing wastewater or storm drains and process flows.
- G. Maintenance of traffic.

1.2. RELATED SECTIONS

- A. Section 01570 – MAINTENANCE AND PROTECTION OF TRAFFIC
- B. Section 01700 – CLOSEOUT
- C. Section 02763 – TESTING AND SEALING OF SANITARY SEWERS
- D. Section 02766 - SEWER LINING (CURED-IN-PLACE)
- E. Section 02769 - BYPASS PUMPING

1.3. REFERENCES

- A. National Association of Sewer Service Companies (NASSCO) Pipeline/Lateral Assessment Certification Program (PACP/LACP)

1.4. DEFINITIONS

- A. The word “section” shall mean the entire length of sewer between two successive manholes.
- B. “Heavy Cleaning” is defined as four (4) passes or more with a high velocity jet nozzle and/or the use of a root saw for root/grease removal.

1.5. SUBMITTALS

- A. The Contractor shall provide to the Engineer on a bi-weekly basis draft copies of the field log sheets.
- B. Progress schedule.
- C. All logs, media, etc., submitted to the Engineer shall be carefully identified as to their location by a minimum of upstream and downstream MH numbers and street name.

1.6. PROJECT RECORD DOCUMENTS

A. PACP/LACP Data

1. Documentation of the work shall consist of a NASSCO PACP/LACP latest version format database, paper and electronic (in .pdf format) PACP/LACP CCTV reports, unmodified PACP/LACP database (in Microsoft Access format), logs, electronic reports, CCTV inspection video files in a windows media player (.mpeg) format, etc. Noting important features encountered during the inspection. PACP/LACP data, files, or databases with compatible data, incomplete data, incorrect data or information will not be accepted and shall be corrected to the requirements of this specification. All PACP/LACP data shall be submitted no more than 60 days after the completion of the CCTV inspection.

B. Reports

1. The Contractor shall submit to the Engineer one draft copy of the report, including all log sheets, records, PACP/LACP data, photographs, on portable hard drives or flash drives, recommended rehabilitation, estimated quantities of infiltration/inflow at each source, and proper indexes, within 30 days after completing the field work.
2. Upon approval of the draft report, the Contractor shall submit to the Engineer for his approval and distribution, an electronic .pdf version of the final report. A hardcopy of the final report shall also be provided in a protective cover. Report shall be completed in accordance with PACP/LACP.
3. The Contractor shall supply the PACP/LACP database, complete set of photographs and video documentation for all sections investigated in the final report on a portable external hard drive or flash drive.

C. Television Inspection Recording Media

1. The Contractor shall provide one complete set of digital television inspection recordings for the entire length of sewers inspected.
2. Each section inspected shall be saved as a single file in a standard video format without the need for a proprietary media player to view files (i.e. .mpeg).
3. Filename shall be in the format specified by Owner, if none is specified the following format shall be used:
 - a. Street Name-Upstream Manhole ID-Downstream Manhole ID_MM-DD-YY.
(standard video file format)
4. Each hard drive or flash drive is to be clearly labeled as to extent of area covered, street names, sections inspected, and date. The Contractor shall provide hard drive or flash drive to the Engineer at the same time the draft report is provided.

1.7. REGULATORY REQUIREMENTS

- A. The Contractor shall obtain all necessary permits from regulatory agencies prior to application of chemical root control agents to sanitary sewers.
- B. Conform to applicable local, state and federal (OSHA) Health and Safety Codes for the storing, mixing and handling of chemical root control agents. Comply with manufacturer's recommendations for handling and use of such agents in enclosed areas.

- C. The Contractor to obtain necessary permits and site approval for disposal of solids obtained from cleaning operation.

1.8. COORDINATION AND TRAFFIC CONTROL

- A. Throughout the duration of the field work, the Contractor shall maintain and protect traffic, in accordance with Section 01570.
- B. Prior to commencing work, the Contractor shall meet with the Owner's Public Works Administrator, Engineer, Fire and Police Departments, to review and establish procedures to be performed by the Contractor for traffic control, including direction of traffic and access to commercial and private properties.

PART 2 PRODUCTS

2.1. CLEANING REQUIREMENTS

- A. Contractor shall receive approval from Engineer prior to commencing heavy cleaning.
- B. The Contractor shall provide all equipment, tools, labor and materials necessary to satisfactorily clean and remove all visible obstructions, dirt, sand, sludge, roots, gravel, stones, etc., from the designated sewers, laterals, and manholes such that all existing interior pipe surfaces and joints are visible when televised.
 - 1. Hydraulically Propelled Equipment - All hydraulically propelled equipment shall be constructed for ease and safety of operation and shall be specifically designed and constructed for the cleaning of storm and sanitary sewers. The equipment shall be of a movable dam type and be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of storm drains and upstream sewers. The movable dam shall be equal in diameter to the pipe being cleaned and shall provide a flexible scraper around the outer periphery to ensure removal of grease. If sewer cleaning balls or other equipment which cannot be collapsed are used, special precautions to prevent surcharging of the sewer system and damage to public or private property shall be taken.
 - 2. High-Velocity Jet (Hydrocleaning) Equipment
 - a. All high velocity jet sewer cleaning equipment shall be constructed for ease and safety of operation and shall be specifically designed and constructed for the cleaning of storm and sanitary sewers. The equipment shall have a selection of two or more high-velocity nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all diameters of pipes designated to be cleaned.
 - b. Equipment shall also include a high-velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to a solid stream.
 - c. The equipment shall carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel.
 - d. The cleaning unit shall have a minimum usable water capacity of 1,000 gallons and be capable of delivering a minimum of 50 gpm at 1,000 psi. Nozzle pressure shall be regulated by a relief valve with an adjustable range of 0 to 1,500 psi.
 - 3. Mechanically Powered Equipment

- a. Mechanical cleaning equipment shall consist of a power rodding machine or bucket machine at a minimum, or other equipment as approved by the Engineer.
 - b. Bucket machines shall be in pairs with sufficient power to perform the Work in an efficient manner, and shall be belt operated or have an overload device. Machines with direct drive that could cause damage to the pipe shall not be permitted. A bucket machine setup shall include two powered winches, each equipped with sufficient steel cable to reach between two manholes, a cable drum for pulling the cable, rollers, yokes, braces and suitable size buckets, scrapers, brushes and squeegees for the size of sewer to be cleaned.
 - c. A power rodding machine shall be either a sectional or continuous rod type capable of holding a minimum of 400 feet of rod. The rod shall be specifically heat-treated steel. To ensure safe operation, the machine shall be fully enclosed and have an automatic safety clutch or relief valve. The machine shall have a suitable engine to rotate the rod through the pipe. Augers, cutters, corkscrews, saws, and brushes shall be available for use on the rod.
- C. All manholes, benchwalls, and channels shall be properly cleaned of debris including loose mortar, bricks, organics, etc., prior to the cleaning of the designated sewer.
 - D. After removal of all debris, the manhole aprons and troughs shall be hosed off so a proper inspection can be made of the condition of the manhole.
 - E. Records in printed form shall be kept of all cleaning performed and shall include in the name of the Owner, date, manhole section cleaned, manhole section location, line size, length of section, type of cleaning performed, any special remarks concerning the condition of the line, and amount of and nature of material removed.
 - F. If, during the process of television inspection the pipes are shown to still contain any visible dirt, stones, gravel, roots, and other visible material, the Contractor shall repeat the cleaning of material and removal of roots until all such material has been removed from the pipes before continuing the inspection process. The cleaned section shall then be re-televised. Necessary re-cleaning shall be performed by the Contractor at no additional cost to Owner and at the discretion of Engineer.

2.2. TELEVISION INSPECTION REQUIREMENTS

- A. Television inspection shall be completed in accordance with PACP/LACP and produce the following information:
 - 1. Single-frame digital photographs of all points of infiltration, leaking laterals, cracked or damaged pipe, any pipe misalignment or open joint, protruding service connections, obstructions or irregularities and shall be provided with documentation written electronically on each photograph and in the television inspection log as described in paragraphs 2.02.A.8 and 2.02.A.9.
 - 2. Where cracking is continuous, a photograph shall be taken at least every 15 feet.
 - 3. Where cracking consists of individual pipes with good sections in between, a photograph shall be taken at least every 25 feet.
 - 4. Any section with extensive broken or collapsed pipe shall be brought to the immediate attention of the Engineer and Owner.

5. A continuous DVD recording of the entire length of pipe inspected shall be made and include location of each section, direction of camera travel, a commentary of the pipe condition and various irregularities found and lateral connections.
6. The section of pipe being televised to be identified at least once every 50 feet.
7. DVD to be of a type as described in Article 1.05.
8. Documentation on digital photographs as referred to above and also on television logs shall consist of the following information:
 - a. Distance from the numbered manhole point of beginning on each sewer section to the location of the specific photograph.
 - b. Angular orientation of all above conditions inside pipe (i.e., leak at 10:00, service connection at 3:00).
 - c. Sewer size, material and joint spacing.
9. A PACP/LACP television inspection log shall be kept of all sections inspected.
 - a. Log shall include the number of both upstream and downstream manholes in the particular section, direction of camera travel, and the direction of flow.
 - b. Location and angular orientation of all lateral connections, protrusions, cracked or damaged pipe, any pipe misalignment or open joint, obstructions or irregularities shall be logged with respect to the upstream manhole.
 - c. The log shall also contain an estimation of infiltration/inflow quantities for each defect or feature encountered and total flow for the section.
 - d. A general written description of the condition and alignment of the pipe within each section shall be incorporated in the log.
 - e. PACP/LACP standard symbols and language shall be used for identifying all pipe conditions, defects, and features encountered.

2.3. PACP/LACP TELEVISION INSPECTION REQUIREMENTS

- A. All CCTV inspections shall be performed in accordance with NASSCO PACP/LACP standards. The specific date and time of inspection shall be shown on all video and reports. All sewer televising operators shall be PACP/LACP certified and shall have a minimum of three years' experience in performing PACP/LACP compliant inspections. Sewer televising operators shall work under the direction of a PACP/LACP certified supervisor with five years' minimum experience in sewer televising.
 1. All sewer televising data shall be provided in a format compatible with Lucity software. The data shall be provided in a NASSCO PACP/LACP Version 4.4 format database. All data in the database shall adhere to the NASSCO PACP/LACP Version 4.4 standards.

2.4. TELEVISION INSPECTION EQUIPMENT REQUIREMENTS

- A. The Contractor's television equipment shall include the following items:
 1. A sealed "pan-and-tilt" color sewer camera, video monitor, control unit and a minimum of 1,000 feet of camera cable. The camera used shall be specifically designed and constructed

for sewer line inspection work (converted studio cameras will not be acceptable) and shall be comprised of controlled beam, reflector seated lamps with an automatic light compensator. Lighting system shall be capable of supplying light intensities for adequate observation of the sewer lines for a distance of at least 25 feet in front of the camera.

2. The closed circuit television equipment shall provide a continuous picture with a minimum resolution of 460 (H) TV lines showing the entire periphery of the pipe with such resolution that joints, root intrusions, open joints, laterals and sewer line deposits may be discerned and identified by the Engineer.
3. To ensure picture stability and impeded operations, the equipment shall be constructed to withstand the shocks and vibrations encountered during operations. Both tractor and winch-driven units are acceptable as long as they can provide the requirements of this section.
4. Clear and understandable voice recordings of visual observations during video monitoring shall be provided and recorded on DVD media in sync with televised inspection.
5. The unit shall be equipped with a remote reading footage counter mounted over the television monitor, and shall also be recorded on DVD media. The footage counter shall be accurate to within 12 inches, plus or minus, per 400 feet, and shall be calibrated for accuracy prior to commencement of the project and thereafter periodically checked for accuracy.
6. A lighted, completely enclosed trailer, complete with table and chairs for observation of the television monitor and recordkeeping. The trailer to be a heated and air conditioned enclosed unit.
7. Portable winches with sufficient cable or rods to permit inspection of all specified sewer sections with accurate (+12 inches) distance measuring equipment.
8. A three-way communication system.
9. DVD video recording and digital photograph equipment.

PART 3 EXECUTION

3.1. EXAMINATION

- A. In the event the section being televised has substantial sanitary flow entering the sewer between manholes, such that inspection of the sewer is impaired, then the Contractor shall coordinate with the Owner of the source of flow to have such flow temporarily stopped or curtailed and/or reschedule television inspection of the particular section to a time of day when flow is reduced to permit proceeding with the television inspection. If the source of the flow is I/I, the Contractor shall delay his inspection until such time that at least 50 percent of the interior pipe surface can be observed. No penalties shall be assessed to the Contractor for delays caused by high pipe flows.

3.2. PREPARATION

- A. All work associated with access to the project and traffic control, including snow and ice removal, locating and uncovering pavement from manhole covers, opening of manholes, and furnishing of cleaning water shall be performed by the Contractor in cooperation with the Owner's DPW.
- B. The Contractor shall have on site or immediately available bypass pumping equipment with adequate capacity to maintain sewage flow, the cost of pumping being included in the applicable bid items. No separate payment shall be made for this work. No sanitary sewer lines shall be televised until they have been cleaned and the flow is controlled in accordance with Section 02769.

3.3. APPLICATION

A. Cleaning and televising operations are to take place between the months of February and April.

B. Cleaning

1. Sewer cleaning and television inspection shall be performed in a systematic fashion (refer to Articles 2.01 and 3.02). This shall be accomplished by cleaning the upper reaches of the sewer and progressing in the direction of flow.
2. The Contractor shall perform the cleaning of sewers in a fashion which prohibits grease, sludge, grit, etc., from accumulating in a section of sewer previously cleaned and televised.
3. After cleaning, the Contractor shall perform the television inspection in accordance with Article 2.02.
4. Throughout all work the Contractor shall maintain flows in the existing sewer system and in particular sewage flows on the upstream side of the section being inspected, such that no flooding of basements or damage to sewers is caused by the Contractor's operations.
5. The Contractor may control sewage flow by temporary plugging (with quick release system) of the upstream sewer where the Contractor can demonstrate that such plugging will not flood basements or damage the sewer system. Or the Contractor shall pump the sewage flow around the section being inspected where temporary plugging is not possible or where the sewage flow is too large to permit temporary plugging. This is called bypass pumping.
6. If solids are deposited in the sewers from the temporary plugging operation and are not removed with the removal of the plugs, such solids shall be cleaned and removed from the sewers by the Contractor.
7. Care shall be taken in cleaning in order to prevent damage to the pipe. All solid or semi-solid material removed from a section shall be removed at the downstream manhole in that section and shall not be passed from section to section.
8. Clean laterals with the use of a small diameter jet hose, nozzle and launcher designed for that purpose. Position the lateral cleaner launcher with the use of a mainline sewer camera. Do not advance lateral cleaning hose nozzle closer than 5-feet from foundation wall. Use pressures which will not over-pressurize the lateral and cause blowback of sewage into the homes being inspected.

C. Mainline Sewer Television Inspection

1. The sewer sections to be visually inspected through closed circuit television shall be inspected as soon as possible after the section has been cleaned.
2. The television inspection shall be performed in a dry sewer isolated from the other Sections if so directed by the Engineer.
3. The Contractor shall have complete responsibility to maintain clean sewer conditions within each section until the television inspection in that section is completed.
4. If roots or other debris are found during television inspection, the Contractor shall remove them by either hydraulic or mechanical means. The Contractor will then re-televis and re-tape the cleaned section at no additional cost to the Owner and at the discretion of Engineer.

5. Throughout the television inspection, the Owner's representative reserves the right to alter the speed with which the camera is pulled through the lines. At all other times, the speed of the camera shall not exceed 0.4999 foot per second.
6. When television inspection reveals water depth in the sewer that is greater than 25 percent of the total diameter of the sewer and such water depth prevents television inspection of the pipe, the Contractor shall provide means and methods to temporarily remove the standing water for the length of pipe having standing water.
 - a. Methods may include bypass pumping or preceding the television camera with a hydraulic jet cleaner at a rate necessary to remove standing water and to allow television inspection of the pipe.
7. During cold weather when fog forms in the line being televised, the Contractor shall utilize heaters and forced air blowers to control this problem. The Contractor shall re-televiser such sewers until an adequate view of the internal pipe surface is achieved.

3.4. DISPOSAL OF SOLIDS

- A. All solids removed from the sewer shall be removed from the site and disposed of at sites approved by the New York State Department of Environmental Conservation and the Owner.
- B. Under no circumstances shall sewage or solids removed from the sewer be dumped onto the streets or into ditches, catch basins, storm drains or streams.

3.5. FINAL INSPECTION

- A. The DVD of each section televised shall be reviewed on the Contractor's television monitor to ensure that the clarity of the picture and voice recording are of acceptable quality.
 1. The Engineer shall be the sole judge of the acceptability of the digital recordings.
- B. Sections of sewers having unacceptable video recordings, incompatible data, incomplete data, incorrect data, or information shall be re-televised at no additional cost to the Owner.
- C. PACP/LACP data, files or databases with incompatible data, incomplete data, incorrect data or missing information will not be accepted and shall be corrected to the requirements of this specification.

END OF SECTION

SECTION 02766
SEWER LINING (CURED-IN-PLACE)

PART 1 GENERAL

1.1. SECTION INCLUDES

- A. Mobilization and demobilization.
- B. Television inspection.
- C. Notification of affected sewer users.
- D. Preparation of existing sewers to permit proper installation and curing of the liner, including:
 - 1. Cleaning and Television Inspection.
 - 2. Root removal.
 - 3. Elimination of protruding laterals.
 - 4. Point repairs (open cut).
 - 5. Spot Repair and Lateral (liners).
- E. Lining, curing, and testing.
- F. Reinstating all active sewer laterals.
- G. CIPP Seals, Sealing the joint at manhole and lateral connections.
- H. Final testing/television inspection of completed work.
- I. Final cleanup.

1.2. RELATED SECTIONS

- A. Section 01010 – SUMMARY OF WORK
- B. Section 01340 – SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
- C. Section 01500 – TEMPORARY FACILITIES AND CONTROLS
- D. Section 01700 – CLOSEOUT
- E. Section 02763 – TESTING AND SEALING OF SANITARY SEWERS
- F. Section 02769 – BYPASS PUMPING

1.3. REFERENCES

- A. ASTM D5813 – Standard Specification for Cured-In-Place Thermosetting Resin Sewer Piping Systems.
- B. ASTM D638 - Test Methods For Tensile Properties Of Plastics.

- C. ASTM D790 - Test methods for flexible properties of unreinforced and reinforced plastics and electrical insulating materials.
- D. ASTM F1216 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube.
- E. ASTM F2599 - Standard Practice for The Sectional Repair of Damaged Pipe By Means of An Inverted Cured-In-Place Liner.
- F. ASTM F1743 – Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pull in and Inflate and Curing of a Resin-Impregnated Tube.
- G. ASTM F2019 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured-in-Place Thermosetting Resin Pipe (CIPP).
- H. D-2990 Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics.
- I. D-792 Standard Test Methods for Density and Specific Gravity of Plastics by displacement.
- J. Contract Drawings and Figures – See Document 00004, List of Drawings.
- K. Sanitary Sewer Mainline Rehabilitation Schedules – See Appendices.

1.4. SUBMITTALS

- A. Provide product data describing conformance to ASTM codes of the pipe and lateral liner material, including ASTM D5813 and ASTM F1216.
- B. Provide complete shop drawing for CIPP (Full Length CIPP, Spot Repair Liner and Lateral Liner) product and material information, including:
 - 1. Fabric Tube – including manufacturer and description of components, nominal void volume in fabric that will be filled with resin.
 - 2. Flexible Membrane (coating) material.
 - 3. Raw Resin data manufacturer and description of product components.
 - 4. Manufacturer's storage and handling recommendations for all components of the CIPP system.
 - 5. Manufacturer's installation and curing instructions and procedures.
 - 6. Manufacturer's recommended repair procedures.
- C. Tube wet-out and cure method, for all CIPP liners, including:
 - 1. A complete description of the wet-out procedure for the proposed technology.
 - 2. Manufacturer's recommended cure method and detailed procedures including curing medium and method of application – for each diameter and thickness of CIPP liner to be installed.
- D. The Contractor will perform design calculations for the liner thickness and strength properties for each manhole-to-manhole section and spot repair liner and lateral liner. Contractor shall keep calculations on file.

1. Calculations shall be prepared in accordance with ASTM D5813 and ASTM F1216, using the following parameters:
 - a. Existing Diameter/Liner Length/Pipe Materials - As shown on Sewer Mainline Rehabilitation Schedules.
 - b. External Loading - Soil depth based on limited manhole inspection forms and pre-construction television inspection.
 - c. Fully deteriorated gravity sewer pipe conditions.
 - d. Factor of safety = 2.0.
 - e. Groundwater elevation equal to the surface elevation in each section.
 - f. Long-term modulus of elasticity based upon 50 years of continuous loading.
- E. Contractor shall submit a certification letter to Engineer that proposed mainline or lateral liners meet the requirements of and is designed in accordance with ASTM D5813 and ASTM F1216 and the requirements of this specification. Liner must meet the minimum structural and long-term performance requirements as specified in ASTM D5813, ASTM F1216 and ASTM D790.
- F. CIPP Liner End Seals - Submit shop drawing with product data, material properties, manufacturer's installation instructions, and product sample for full length CIPP liner end seal, and spot repair and lateral liner hydrophilic seal. Demonstrate conformance to specification.
 1. Factory test protocol and certification for an air-tight non-leaking lateral lining system.
- G. Submit sample format of proposed logs, reports, notes, etc. for approval.
- H. Flow Bypass Plan - See Section 02769.

1.5. PROJECT RECORDS

- A. Submit testing results of field samples and leakage testing as listed in Article 3.7.
- B. All television inspection requirements incorporated with Sanitary Sewer Lining (CIPP) work shall be completed in accordance with Section 02764.
 1. All television inspections shall be made available to Engineer upon request. The intent is that television inspections completed before and during lining work will not be required submittals, but must be made available if requested by Engineer.
 2. Post Construction Television Inspection - After all sanitary sewer lining work has been completed in a sewer section and all sewer laterals have been reinstated, tested and sealed in accordance with Section 02763, and test results have been reviewed and accepted by Engineer, a Post Construction Television Inspection of the entire section (manhole to manhole) is required. During the Post Construction Television Inspection, no lining or testing and sealing work will be allowed. The intent is that all lining and testing and sealing work has already been completed and accepted by Engineer. Post Construction Television Inspection will be a required submittal and must be completed and submitted in accordance with Section 02764.

1.6. QUALITY ASSURANCE

- A. Certification - Installation of the sewer lining system shall be performed by an experienced Contractor licensed and certified by the lining process equipment manufacturer as being qualified to perform such work.

1. The Contractor shall furnish, prior to use of the materials, written certification of his compliance with the manufacturer's standards for all materials and conformance with the methods of the lining process.

1.7. REGULATORY REQUIREMENTS

- A. Conform to regulatory agencies having jurisdiction over the work.
- B. Disposal of cleaning solids or excess material shall be at disposal sites approved by the New York State Department of Environmental Conservation and the Owner.

1.8. FIELD MEASUREMENTS

- A. Prior to start of construction, verify, by field measurements, the existing conditions. Notify Engineer of specific differences.

1.9. COORDINATION

- A. Coordinate field work under provisions of Section 01570, including maintenance of traffic, access to private driveways, and emergency vehicle access.
- B. Coordinate work with local utility companies (private and municipal) for location of existing utilities and protection thereof.
- C. Notify affected property owners at least 24 hours prior to shutdown of service laterals including duration of shutdown.

1.10. SCHEDULING

- A. The Contractor shall schedule his work to preclude any affected user from being without the full use of his lateral for more than 24 hours.
- B. Where pipes are scheduled for inspection by closed circuit television, cleaning is to be scheduled no more than 24 hours prior to these operations.
- C. Laterals shall be tested and sealed within three (3) weeks after reinstatement from CIPP work.

1.11. CONFERENCES

- A. The Contractor will be required to certify after initial television inspection that proposed product is suitable for use in the sewer segment in question. Any items (i.e., pipe restrictions) which may cause problems during the insertion or restrictions in full pipe capacity after lining will be brought to the attention of the Engineer prior to the start of the lining procedure.
- B. Lining contractor shall submit proposed plan for lining work to Engineer and Owner prior to start of work.
 1. Plan shall detail how liner shall be installed in each area, number and location of inversions, and overall time frame for work on each street from initial to final television inspection.
- C. If, in the opinion of the Owner and Engineer, any sewer segment is found to have any conditions which preclude the use of the proposed liner product, the Owner or Engineer shall remove that sewer section from the Contract, in which case:
 1. The Contractor will be paid for cleaning and television inspection work only.
 2. Cleaning will be paid for in the amount listed in the Schedule of Bid Items.

3. Television inspection will be paid for in the amount of one-half of the price listed for television inspection in the Schedule of Bid Items.

PART 2 PRODUCTS

2.1. MATERIALS – CURED-IN-PLACE PIPE LINER

- A. The liner shall consist of one or more layers of absorbent non-woven polyester felt fabric, felt/fiberglass or fiberglass tubing lined on the inside with polyurethane impregnated with a thermal-setting resin to seal against the internal circumference of the sewer. The liner shall meet the requirements of ASTM F1216, ASTM F1743, ASTM D5813 and ASTM F2019. The fabric tube shall be capable of absorbing and carrying resins, constructed to withstand installation pressures and curing temperatures and have sufficient strength to bridge missing pipe segments, and stretch to fit irregular pipe sections.
- B. The resin shall be a corrosion resistant polyester or vinyl ester resin and catalyst system or epoxy and hardener system that, when properly cured within the tube composite, meets the requirements of ASTM F1216, ASTM F1743 or F2019, the physical, structural, and chemical resistance properties specified herein; which are to be used in the design of the CIPP system for this Contract.
- C. The liner shall be fabricated from materials which, when cured, will be chemically resistant to sulfuric acid, domestic sewage gases containing high quantities of hydrogen sulfide, and small quantities of carbon monoxide, carbon dioxide, methane, traces of external exposure to soil bacteria and any chemical attack which may be due to materials in the surrounding ground.
- D. In the event of unsuitable chemical residues remaining on the pipe walls that will affect curing, the Contractor shall provide and install PVC pre-liner tubing or spot liner in the line before installing the actual liner.
- E. When cured, liner shall extend over the entire length of pipe, manhole to manhole, in a continuous tight fitting watertight pipe within a pipe.
- F. Individual inversion runs can be made over one or more manhole sections as determined in the field by the Contractor.
- G. Liners shall be designed to withstand internal and/or external pressures for the specific field conditions. Where special conditions, strength requirements, etc., require, additional liner thickness shall be added in increments of 1.5 mm as determined by design calculations.
- H. The liner tubing shall meet the requirements of ASTM F1216, Section 5.1.
 1. Tubing shall have a uniform thickness that when compressed at installation pressures will equal the specified nominal tube thickness.
 2. Tubing shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers.
 3. Tubing shall be coated with a material that clearly allows inspection of the resin impregnation procedure.
- I. The cured liner shall meet the following initial structural properties:
 1. Flexural Strength (ASTM D790) 4,500 psi min.
 2. Flexural Modulus (ASTM D790) 250,000 psi min.

- J. The liner shall be fabricated to a size which will neatly fit the internal circumference of the sewer and shall allow for longitudinal and circumferential stretching of the liner during insertion in accordance with the manufacturer's requirements. The Contractor shall verify all inside dimensions of the sewers to be lined.
- K. The finished liner will maintain the flow carrying capacity of the original pipe.
- L. Spot Repair Liners shall be required for sectional (short) lengths of pipeline to be lined. Spot liner tube shall be designed and constructed of same material and ASTM specifications used for full-length sewer liner and have an additional layer of reinforced chopped fiberglass and felt. The reinforced felt tube shall include compressible material or taper at the upstream and downstream ends to form a smooth transition to the host pipe. The liner tube shall include a thermal plastic flexible membrane (coating) material bonded to the outer surface of the tube and a fluidly sealed longitudinal seam. The liner tube shall be sized for the prescribed circumference and length. Allowance shall be made for circumferential stretching during installation to minimize wrinkling. Spot repair liners shall meet or exceed the requirements of the applicable ASTM standards referenced, most current versions.
- M. Lateral Connection Liners shall be required to be installed from the mainline at the mainline/lateral interface at laterals specified in the Contract Documents. Lateral connection liners shall consist of an integrated one-piece full circle mainline and lateral CIPP. The mainline portion shall cover the full circumference of the existing mainline pipe and be a minimum of 16" long and the lateral portion shall extend into the lateral a minimum of three (3) feet. The liner assembly shall be designed for main pipe diameters ranging from 8 to 24-inch and lateral pipe diameters ranging from 4 to 6-inches including transitions reducing from 6 to 4-inches. The lateral liner shall conform to the same performance, structural and chemical resistance standards of this specification. Lateral liners shall meet or exceed the requirements of ASTM F1216, most current version.
1. The mainsheet and lateral tube shall be a one-piece assembly formed in the shape of a "T" or "WYE". The Liner assembly shall include a thermal plastic flexible membrane (coating) material bonded to its outer surface including a fluidly sealed mainsheet/tube factory joint. No intermediate, overlapping or encapsulated elastomeric layers shall be in the textile. The main sheet will be flat with one end overlapping the second end and sized accordingly to create a circular lining equal to the inner diameter of the main pipe. The mainsheet shall include compressible material at both the upstream and downstream ends to form a smooth transition to the host pipe or MH to MH CIPP. The lateral tube shall be continuous in length and the wall thickness shall be uniform. The lateral tube will be capable of conforming to offset joints, bells, and disfigured pipe sections.
 2. The lateral liner shall be designed to the same conditions of this Article, with the exception that when installed into a section scheduled for a Full Length CIPP; the mainline portion shall be designed to a Partially Deteriorated condition. The lateral tube shall be designed to a Fully Deteriorated condition in accordance with ASTM F1216. Contractor shall submit a design report documenting the design criteria properties of the proposed liner.
- N. Resin Impregnation (Wet-Out) - Spot liner and lateral liner tube shall be properly impregnated, in accordance with the manufacturer's specifications and procedures, with a corrosion resistant polyester or vinyl ester resin and catalyst system or epoxy and hardener system that, when properly cured within the tube composite, meets the requirements of ASTM F1216, ASTM F1743 or F2019, the physical, structural, and chemical resistance properties specified herein. The resin used for each installation shall be selected based on required minimum structural properties, water solubility, desired curing time, and ambient temperature. The structural design of spot liner or lateral liner shall not assume any bonding to the host pipe or host MH to MH CIPP.

2.2. MATERIALS - CIPP LINER END SEALS.

- A. Seals shall provide a watertight seal between the CIPP and the host pipe. The sealing material shall be compatible with the existing pipe and CIPP and shall be sized accordingly to the existing pipe. Seals must be able to be installed prior or concurrently with CIPP installation and must withstand curing temperatures and pressures of the CIPP installation.
- B. Full length MH to MH CIPP, Spot Repair and Lateral Liner End Seals – shall be a hydrophilic material.

2.3. CLEANING REQUIREMENTS

- A. Records in printed form shall be kept of all cleaning performed and shall include the name of the Owner, date, manhole section cleaned, manhole section location, line size, length of section, type of cleaning performed, any special remarks concerning the condition of the line, and amount of and nature of material removed.

2.4. TELEVISION INSPECTION REQUIREMENTS

- A. All television inspection requirements incorporated with this section shall be completed in accordance with Section 02764. Contractor is required to perform initial television inspections to meet the requirements of this specification, and in preparation of lining work.
- B. Television inspections are required as Project Records and shall be made available to Owner and Engineer as described above in Article 1.5.B.

2.5. VERIFICATION OF PERFORMANCE

- A. Cleaning operation to be verified by the television inspection.
- B. After the liner has been installed, a hydrostatic test shall be required to determine if the new liner is watertight. Refer to Article 3.7.
- C. After all work is completed, provide the Owner with a Post Construction Television Inspection of all sewers that were lined under this contract, as described above in Article 1.5.B.

PART 3 EXECUTION

3.1. EXAMINATION

- A. The Contractor shall have complete responsibility to prepare the sewer line in a manner adequate for his operations, shall furnish a liner and compound designed specifically for the field conditions and carrying fluid in the sewer.

3.2. NOTIFICATION OF SEWER USERS

- A. If lateral connections are found upon television inspection of the sewer, the Contractor shall make all the necessary arrangements with the Owner's personnel to perform the necessary shutoffs as required.
- B. Notify all affected sewer customers in writing, of shutting off service at least 24 hours prior to shut down.
 - 1. Notice cards will be furnished to the Contractor by the Owner which will have a space for the Contractor to fill in the specific dates for each shutdown.
 - 2. See sample letter enclosed at the end of this section.

- C. The work shall be scheduled in sections, as it is necessary to allow for completion of the work and restoration of service to the customer.
 - 1. No customer shall be without services for a period in excess of 24 hours.
- D. The Contractor shall be responsible for providing one person to have the specific job of public relations and public contract.
 - 1. This person shall be at the job site to notify the public of current schedules, schedule changes, actual shut off and service resumption times and to answer any questions that property owners may have during the lining process.

3.3. PREPARATION

- A. Cleaning
 - 1. It shall be the responsibility of the Contractor to clear the sewer pipe of all obstructions such as solids, roots, grease, protrusions, or collapsed pipe that will prevent the liner installation.
 - 2. Provide all equipment, tools, labor and materials necessary to satisfactorily clean and remove all visible obstructions, dirt, sand, sludge, roots, gravel, stones, grease, etc., from the designated sewers and manholes such that all existing interior pipe surfaces and joints are visible when televised.
 - 3. Cleaning of the sewer shall be accomplished by either hydraulic or mechanical means, or combination of such methods.
 - 4. Maintain clean sewer conditions within each section while the lining installation in that section is completed.
 - 5. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be re-setup on the other manhole and cleaning again attempted. If, again, successful cleaning cannot be performed or the equipment fails to traverse the entire section, the Contractor shall televise the blockage that exists.
 - 6. Maintain all flows within the sewer system during cleaning by pumping, diversion or whatever other means are approved by the Owner. See Section 02769.
 - 7. Care shall be taken in cleaning in order to prevent damage to the pipe. All solids or semi-solid material removed from a section shall be removed at the downstream manhole in that section and shall not be passed from section to section.
 - a. Solids removed from the sewer cleaning operations must be disposed of properly. It is the Contractor's responsibility to provide for and pay for any fees associated with the disposal site (refer to Article 1.7).
 - 8. Whenever hydraulically propelled cleaning tools, which depend upon water pressure to provide their cleaning force or any tools which retard the flow of water in the sewer line are used, precautions shall be taken to ensure that the water pressure created does not cause any damage or flooding to public or private property being serviced by the manhole section involved.
 - a. Any damage occurring due to the Contractor's operations, as determined by the Owner, shall be repaired to the satisfaction of and at no additional expense to the Owner.
- B. It is the Contractor's responsibility to supply the water necessary to perform the pipe cleaning and liner installation work.

1. Water may be obtained from local fire hydrants; however, the Contractor will be required to obtain formal authorization of use from the water utility owner (Mohawk Valley Water Authority) prior to the start of work. Contact: Mohawk Valley Water Authority (MVWA) at 315-792-0320.
 2. No fire hydrant shall be obstructed in case of a fire in the area served by the hydrant nor shall a hydrant be used for the purpose described unless a vacuum break or air gap is provided.
 3. The Contractor shall be required to make good any damages resulting from the improper use of the water supply system, at no cost to Owner.
 4. Contractor will be responsible for providing and installing a backflow prevention device at connections to hydrant, satisfactorily to the Owner of the water utility. An air gap or RPZ is required for filling tanks. RPZ shall be tested within the last year if fill/water line will be directly connected from the hydrant to the sewer line; to prevent backflow per NYSDOH cross connection control requirements. Contractor shall provide documentation of certified test results of the RPZ to Engineer and MVWA, for acceptance.
 5. Contractor to coordinate hookup and operation requirements, and time of need, with the MVWA. Contractor shall use a hydrant wrench (not pipe wrenches) to turn the hydrants on and off. Both hydrant wrench and cap/valves can be obtained from MVWA for a deposit.
 6. A cap and valve (no larger than 1.25 inch) will be required on the hydrant to control the flow of water and prevent discolored water in the service area. Utica and New Hartford have a 'Utica' thread and the other Municipalities have 'Whitestown' thread.
 7. A hydrant permit will be required and a call to MVWA Engineering Department for permission to use specific hydrants, and notification every time a hydrant will be utilized. Tracking of the quantity of water used is also required for accounting purposes.
 8. Seasonal permits are required and valid from April 1 to November 1 due to freezing conditions.
 9. Water usage fees will be charged directly to Contractor by MVWA based on MVWA's current rate schedule. The current rate schedule can be found at:
 10. <https://www.mvwa.us/Finance.htm>. Reference Water Rates and Fees.
 11. A \$2,000,000 General Liability insurance policy is required to provide coverage to the MVWA. MVWA shall be listed as additional insured with project Certificate of Insurance.
- C. All protruding service connections shall be removed prior to the installation of the liner. Payment for this work shall be included in the liner price as stated in the Bid Proposal section of the Contract Documents.
- D. If the liner installation requires the modification of a manhole, the Contractor will be responsible for all costs associated with the modifications and repairs. Repair costs shall be included in the price for sanitary sewer lining.
- E. In the event extraneous flows into the host pipe are great enough to inhibit the installation of the new liner, Contractor shall decrease and/or seal off leak points to accept new pipe liner. All costs associated with preparation of the host pipe shall be included in the price for sanitary sewer lining bid items.
- F. Contractor shall verify the diameters and lengths required for the CIPP with measurements taken in the field. The tube shall be properly sized to the diameter of the existing pipe and the length to be rehabilitated and be able to stretch to fit irregular pipe sections and negotiate bends. Contractor shall determine the minimum tube length necessary to effectively span the designated run between manholes. Contractor shall verify the lengths in the field prior to ordering and prior to wet-out. Contractor shall also

field verify the inside diameter of the existing pipe prior to ordering so that the liner can be installed in a tight-fitted condition.

G. Lateral Connections – See Article 3.6.A.

H. Contractor is required to perform initial television inspections to meet the requirements of this specification, and in preparation of lining work.

3.4. SEWAGE FLOW CONTROL

A. Contractor must maintain all sewer flows and shall bypass pump sewer flows to accommodate work in accordance with Section 02769.

3.5. INSTALLATION

A. Full Length CIPP - Hydrostatic Head Inversion. CIPP installation and curing shall be per the manufacturer's recommendations and in accordance with the applicable ASTM standards.

1. By beginning the installation of the liner, the Contractor implies, by his actions, the line is acceptable for his needs and is in a condition that will provide for a successful CIPP installation which fully meets the requirements of this specification.
2. It is the intent of this Article of the specifications to provide for the lining of sanitary sewer lines by the installation of a resin vacuum-impregnated flexible felt tube, inverted into the existing sewer line utilizing a vertical inversion standpipe and hydrostatic head or pulled into the sewer.
3. Curing shall be accomplished by circulating hot water or other proven method to cure the resin into a hard impermeable pipe liner.
4. The wet out liner shall be inserted through an existing manhole or other access by means of an inversion process and the application of a hydrostatic head sufficient to fully extend it to the next designated manhole.
 - a. The liner shall be inserted into the vertical inversion standpipe with the impermeable plastic membrane side out.
 - b. At the lower end of the inversion standpipe, the liner shall be turned inside out and attached to the standpipe so that a leak-proof seal is created.
 - c. The inversion head will be adjusted to be of sufficient height to cause the impregnated liner to invert from manhole to manhole and hold the tube tight to the pipe wall, produce dimples at side connections and flared ends at the manholes.
 - d. The use of a lubricant is up to the Contractor.
5. The Contractor may elect to use a top inversion. In this method, the liner is pre-inverted to a distance that corresponds to the required inversion head and instead of attaching to an elbow at the base of the vertical inversion standpipe, it is attached to a top ring and the standpipe is formed from the liner itself.
6. After inversion is completed, the Contractor shall supply a suitable heat source and water recirculation equipment.
 - a. The equipment shall be capable of delivering hot water throughout the section by means of a perforated pre-strung hose to uniformly raise the water temperature above the temperature required to affect a cure of the resin.

- b. This temperature shall be determined by the resin/ catalyst system employed, as recommended by the resin manufacturer.
 - c. The heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing water supply.
 - d. Another such gauge shall be placed between the impregnated liner and the pipe invert at the remote manhole to determine the temperatures during cure.
 - e. Care shall be taken during the elevated curing temperature so as not to over stress the felt fiber.
 - f. Initial cure shall be deemed complete when inspection of the exposed portions of the liner appear to be hard and sound and the remote temperature sensor indicates that the temperature is of a magnitude to realize an exotherm.
 - g. The cure period shall be of a duration recommended by the resin manufacturer, as modified for the lining process, during which time the recirculation of the water and cycling of the heat exchanger continues to maintain the temperature.
 - 7. The hardened liner shall be cooled to a temperature below 100 degrees F before relieving the static head in the inversion standpipe.
 - a. Cool-down may be accomplished by the introduction of cool water into the inversion standpipe to replace water being drained from a small hole made in the downstream end.
 - b. Care shall be taken in the release of the static head so that a vacuum will not be developed that could damage the newly installed liner.
- B. Full Length CIPP - Air Inversion. CIPP installation and curing shall be per the manufacturer's recommendations and in accordance with the applicable ASTM standards.
- 1. By beginning the installation of the liner, the Contractor implies, by his actions, the line (host pipe) is acceptable for his/her needs and is in a condition that will provide for a successful CIPP installation which fully meets the requirements of this specification.
 - 2. It is the intent of this Article of the specifications to provide for the lining of sanitary sewer lines by the installation of a resin vacuum impregnated flexible felt tube, inverted into the existing sewer line utilizing air pressure.
 - 3. Curing shall be accomplished by circulating hot steam or other proven method to cure the resin into a hard impermeable pipe liner.
 - 4. The wet liner shall be inserted through an existing manhole or other approved access by means of an inversion process and the application of air pressure sufficient enough to fully extend it to the next designated manhole or termination point.
 - 5. The liner shall be connected by an attachment at the upper end of a guide chute forming a leak-proof seal with the impermeable plastic membrane side out.
 - 6. As the liner enters the guide chute, the liner shall be turned inside out. The inversion air pressure shall be adjusted to be of sufficient pressure to cause the liner to invert from point of inversion to point of termination, holding the liner tight to the host pipe wall, producing dimples at side connections.
 - 7. Care shall be taken so as not to overstress the liner material.

8. Liner manufacture shall provide minimum air pressure to hold the tube tight against the host pipe and the maximum allowable pressure so as to not damage the liner.
 9. Once inversion has started, pressure shall be maintained between the minimum and maximum pressure until the inversion is completed. Should pressure deviate from the minimum and maximum pressures, liner shall be removed from the host pipe.
 10. Use of a lubricant may be decided by Contractor, but shall be approved by liner manufacturer.
 11. After the inversion is completed, suitable steam generating equipment is required to distribute steam throughout the pipe. The equipment shall be capable of delivering steam through the section to uniformly raise the temperature within the pipe above the temperature required to effect cure of resin. The temperature in the line during the cure period shall be as recommended by the resin manufacturer.
 12. Steam generating equipment shall be fitted with a suitable monitor to gauge the temperature of the outgoing steam. The temperature of the resin being cured shall be monitored by placing gauges between the impregnated liner and host pipe, at both ends, to determine the temperature during cure.
 13. Initial cure shall be deemed complete when inspection of the exposed portions of the liner appear to be hard and sound, and the remote temperature sensing equipment indicate the temperature is of a magnitude to realize an exotherm.
 14. The new pipe liner shall be cooled to a temperature below 113 degrees F (45 degrees C) before relieving internal pressure within the section. Care shall be taken in the release of air pressure so that a vacuum will not develop that could cause damage to the newly installed liner.
- C. Temperatures and curing data shall be monitored and recorded, by the Contractor, throughout the installation process to ensure that each phase of the process is achieved in accordance with the manufacturer's recommendations and the applicable ASTM standards.
- D. The finished liner shall be continuous over the entire length of an inversion run and as free as commercially practicable from visual defects such as fold, lifts, foreign inclusions, dry spots, pinholes, bubbling, wrinkles, and delamination.
1. Any defect which the Engineer determines will affect, in the foreseeable future, the flow channel, capacity, integrity or strength of the liner shall be repaired or the entire liner replaced at the Contractor's expense.
- E. Spot Repair Liners. Installation and curing shall be per the manufacturer's recommendations and in accordance with the applicable ASTM standards.
1. The liner tube shall be properly oriented and loaded onto a carrier train for proper installation over the repair area. The liner shall be properly guided located and guided with a pulled or winched carrier train, and final positioning set with the use of CCTV camera equipment. Once final position is made, inflation, curing, and stripping out shall be performed in accordance with manufacturer's process and in accordance with the applicable ASTM standards. Upon acceptable installation, Contractor shall reinstate any laterals and area affected by spot lining operations. The finished spot repair shall be continuous (consecutive liners of shorter lengths will not be allowed) over the length of the repair section, plus a minimum of 2 feet extending into the structurally sound pipe at each end.
- F. Lateral Liners. Installation and curing shall be per the manufacturer's recommendations and in accordance with the applicable ASTM standards. The liner shall be properly located and guided with a pulled or winched carrier device/launcher, and final positioning set with the use of CCTV camera equipment. Once final position is made; launching, inflation, curing, and stripping out shall be

performed in accordance with manufacturer's process. Lateral liners shall be installed after lateral reinstatement when specified for a section that is also scheduled for MH to MH CIPP.

1. Line Obstructions – The existing service lateral shall be clear of obstructions that prevent the proper insertion and expansion of the lining system.
 2. Resin Impregnation – The lateral tube and mainline sheet shall be vacuum-impregnated with resin (wet-out) according to the manufacturer's instructions. The volume of resin used shall be sufficient to fill all voids in the textile lining material at nominal thickness and diameter. The volume shall be adjusted by adding 5% to 10% excess resin allow for any migration of resin into the cracks and joints in the original pipe. No dry or unsaturated area in the mainline sheet or lateral tube shall be acceptable upon visual inspection.
 3. Liner Insertion - The lateral tube and inversion bladder will be inserted into the carrying device. The main bladder and main flat sheet shall be wrapped around a launching device, formed into a tube and secured. The hydrophilic end seal material shall be positioned at the lateral interface and at the upstream terminating end of the lateral tube. The launching device is inserted into the pipe and pulled to the point of repair. The mainline liner is supported on a rigid launcher that is elevated above the pipe invert through the use of a rotating skid system such that the liner assembly can be positioned properly without contamination or dilution caused by exposure to dirt or debris during positioning.
 4. The main bladder shall be inflated causing the main sheet to unwrap and expand. The lateral tube is inverted by the action of the lateral launching bladder through the center of the main liner as it extends up into the lateral pipe. The Main/Lateral bladder assembly shall extend past all ends of the liner; no cutting shall be required.
 5. The finished Main/Lateral CIPP shall be continuous and extend a minimum of three (3) feet into the service lateral, when possible (measured from the interface with the main) and 16" of the main pipe (5" on either side of a 6" lateral or 6" on either side of a 4" lateral connection). The CIPP shall taper at each end providing a smooth transition. The finished product must provide a watertight connection between the main sewer and sewer service lateral.
 6. Upon acceptable installation, Contractor shall test the lateral in accordance with Section 02763.
- G. CIPP Liner End Seals – All end(s) of all CIPP liners (Full Length, Spot Liners and Lateral Liners) shall be sealed to the existing host pipe using a hydrophilic material. The seals shall form a watertight seal between the CIPP and host pipe interface. The sealing material shall be compatible with the existing pipe and CIPP.
1. Full Length CIPP (manhole to manhole) – Specified seals shall be applied at the interior manhole wall interface between the existing host pipe and the CIPP prior to installation of the CIPP in accordance with the seal and CIPP manufacturer's recommendations. The seal shall be installed to effectively prevent infiltration from entering the manhole from the CIPP and existing host pipe interface.
 2. Spot Repair Liner and Lateral Liner – Seals shall be applied to all terminating ends of Spot Liners and Lateral Liners. For lateral liners, one seal shall be installed at the upper end of the lateral liner tube, and one seal at the Lateral/Mainline interface. Specified seals shall be installed in accordance with manufacturer's instructions.

3.6. LATERAL CONNECTIONS

- A. During initial television inspection, each service connection shall be tested by flushing, dye testing, or other approved means to determine whether or not it is active.

1. At the completion of televising the section, the contractor shall meet with the Owner and Engineer as described in Article 1.11 to determine which laterals shall be opened when the curing of the liner is complete.
- B. If, prior to lining, a determination is made that due to misalignments or other characteristics within the existing pipe, the connection cannot be reinstated with an internal robotic cutter, then a point repair excavation to reinstate the service connection shall be performed.
- C. After the liner has been inserted and is cured, the Contractor shall use a television camera and internal cutting device or other approved means to open each active service connection.
 1. The cutting device shall re-establish the service connection to not less than 90 percent of capacity based on its cross-sectional area. Excessive resin "squeeze-out" at lateral connections shall be removed by routing or the lateral connection will be excavated and full cross-sectional area restored at the direction of the Engineer.
 2. The connection shall be flush tested if possible to confirm that adequate flow exists.
 3. The lateral "cut-out" section shall be removed from the sewer.
 4. Coupons from lateral reinstatements (cutouts) shall be captured, collected, and disposed of and not allowed to be released downstream in the sanitary sewer system. In the event any coupons enter the sanitary sewer system, Contractor shall bear all costs associated with any damage/repairs the coupons cause to the sanitary sewer collection system.
- D. All reinstated laterals within a lined sewer or section of sewer shall be tested and sealed in accordance with Section 02763, within three (3) weeks after reinstatement from CIPP work.
- E. An inspection shall be made of each lateral connection once it is fully reopened. If any groundwater infiltration is observed entering the newly lined sewer from the joint between the liner pipe and host lateral pipe, the Contractor shall re-seal that joint with a material compatible to the liner pipe.
- F. If unused connections are opened they shall be sealed in a manner acceptable to the Engineer, which may include spot repairs.

3.7. INSPECTION/TESTING

- A. Field samples of each inversion shall be taken in accordance with Section 8.1 of ASTM F1216. The Contractor shall conduct third party testing of each sample, per the requirements of Section 8.1 and X2. Test results shall be submitted to Engineer to show conformance of each liner section to the strength requirements of these specifications. Contractor shall provide the Engineer with a field sample of cured liner for each inversion made.
- B. Gravity pipe leakage testing shall be conducted for each inversion per the requirements of ASTM F1216.
- C. If the liner and/or installed CIPP end seal fails to make a watertight seal at any manhole openings, laterals, or any other point in the sewer line, it will be the Contractor's responsibility to effectively seal the opening at no additional cost to the owner. Contractor shall submit to Engineer a suitable repair method which may include removing the leaking section of CIPP and replacing with hydrophilic seals and CIPP Spot Repair or Lateral Liners, chemical grouting, or sealing with an approved resin mixture. Repair method shall be approved by Engineer.
- D. Liners which fail to meet the test requirements listed in this section will be considered defective per Article 13 of the General Conditions.

- E. Hydraulic capacity of spot liner repaired pipes shall have at least 100 percent of full flow capacity of the original host pipe after spot repair is made. Provide calculations that finished spot repair meet this requirement to Engineer, for review. Roughness coefficient of spot liner shall be derived from third party test data. Capacity calculations may be derived from commonly used and accepted pipe roughness coefficients for the original pipe material.
- F. Spot Repair liner installation shall be inspected by use of CCTV equipment in accordance with CCTV pipeline inspection requirements. Video footage shall include a full peripheral view of the final repair along entire length. The finished repair shall be continuous over the length of the repair section, plus 2 feet extending into the structurally sound pipe.
- G. Lateral Liner installation shall be tested in accordance with Section 02763.
- H. A Post Construction Television Inspection is required for every section (manhole to manhole) where any type of lining work is completed, as described above in Article 1.5.B.

END OF SECTION

SECTION 02767

LATERAL LINING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. The minimum requirements for the rehabilitation of laterals accomplished by the installation of Cured-In-Place-Pipe (CIPP). CIPP is a resin-impregnated flexible liner which, when cured, shall be continuous and tight-fitting throughout the entire length of the original lateral pipe.

1.2 RELATED SECTIONS

- A. Section 02764 – CLEANING AND TELEVISION INSPECTION OF UNDERGROUND SEWERS
- B. Section 02763 – TESTING AND SEALING SANITARY SEWER LATERALS
- C. Section 02766 –SEWER LINING

1.3 REFERENCES

- A. ASTM F1216 – Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube.
- B. ASTM F1743 – Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-In-Place Installation of Cured in Place Thermosetting Resin Pipe.
- C. ASTM D543 – Practices for Evaluating the Resistance of Plastics to Chemical Reagents.
- D. ASTM D790 – Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
- E. ASTM D5813 – Specification for Cured in Place Thermosetting Resin Sewer Piping Lateral Lining Systems.
- F. ASTM F2019 – Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured in Place Thermosetting Resin Pipe.

1.4 SUBMITTALS

- A. Provide documentation that the proposed liner conforms to all applicable ASTM standards.
- B. Material Safety Data Sheets (MSDS) for each product used.
- C. Third party tests that show that the product properties are equal to or greater than those required in these specifications.
- D. Documentation from the manufacturer showing that the product has a minimum of 250,000 linear feet and/or 1,000 line sections successfully installed.
- E. At least 3 references for the liner materials with completed projects that are similar to this one. References shall include:
 - 1. Client Name

2. Location
 3. Name and phone number of a representative who is able to judge the quality of the installed product.
- F. Documentation of Installer Qualifications
1. Manufacturer certification stating that the installer is approved to handle, mix, and install the proposed CIPP liner.
 2. Documentation of Installer experience and quality assurance program.
 3. Copies of any federal, state, or local permits or licenses needed to complete the project.
- G. Engineering design calculations, in accordance with the Appendix of ASTM F-1216, for each length of liner to be installed including the thickness of each proposed CIPP. It will be acceptable for Contractor to submit a design for the most severe line condition and apply that design to all line sections. These calculations shall be preformed and stamped by an Engineer licensed to practice in the state of New York. All calculations shall include data that conforms to the requirements of these specifications.
- H. Proposed equipment and procedures for accomplishing the work.
1. List common installation problems, describe methods and time requirements for dealing with said problems.
- I. Manufacturer's product data and installation instructions for the CIPP lining system.
- J. Certified information from the felt fabric manufacturer on the nominal void volume in the felt fabric that will be filled with resin.
- K. Tube wet-out & cure method include:
1. A complete description of the proposed wet-out procedure for the proposed technology.
 2. The Manufacturer's recommended cure method – for each diameter and thickness of CIPP liner to be installed.
- L. Certification of compliance with these specifications and/or the requirements of the pre-approved CIPP system.
- M. Proposed methodology for sealing the interface between the lateral and mainline sewer.
- 1.5 QUALITY ASSURANCE
- A. The product shall have a 50-year design life.
- B. Installer Qualifications
1. Installer must have a minimum of three years active experience in the commercial installation of the product.
 2. Key personnel shall have at least 100,000 linear feet and/or 300 line sections of successful liner installation.
 3. Installer shall have and "ISO", or similar, quality assurance program.

1.6 PROJECT RECORDS

- A. A CCTV recording of the lateral before and after rehabilitation shall be taken and submitted to Engineer.

1.7 SCHEDULING

- A. Contractor shall schedule their work to preclude any affected user from being without the full use of the lateral for more than 10 hours. Contractor shall consider potential problems that may develop during liner installation, curing, and lateral reinstatement, and shall reflect this in schedule development.

1.8 CIPP REPAIR/REPLACEMENT

- A. Contractor shall receive no additional compensation for the repair or replacement of lateral lining system deemed non-conforming to the requirements of these contract documents and unacceptable to Owner.

1.9 WARRANTY

- A. If a lateral has found to be defective and/or has been repaired, Contractor shall warrant this work for one (1) year in addition to the warranty required by the contract.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. The CIPP system must meet the chemical resistance requirements for municipal wastewater.
- B. All materials, shipped to the project site, shall be accompanied by test reports certifying that the material conforms to the ASTM standards listed herein. Materials shall be shipped, stored, and handled in a manner consistent with written recommendations of the CIPP system manufacturer to avoid damage.

2.2 NON-WOVEN FABRIC TUBE

- A. The fabric tube shall consist of one or more layers of absorbent non-woven felt fabric, felt/fiberglass, or fiberglass and meet the requirements of ASTM F 1216, ASTM F 1743, ASTM D 5813, and ASTM F2019. The fabric tube shall be capable of absorbing and carrying resins, constructed to withstand installation pressures and curing temperatures, and have sufficient strength to bridge missing segments, and stretch to fit irregular sections.
- B. The wet-out fabric tube shall have a uniform thickness and excess resin distribution that when compressed at installation pressures will meet or exceed the design thickness after cure.
- C. The fabric tube shall be manufactured to a size and length that when installed will tightly fit the internal circumference, meeting applicable ASTM standards or better, of the original pipe. Allowance shall be made for circumferential stretching during installation. The tube shall be properly sized to the diameter of the existing pipe and the length to be rehabilitated and be able to stretch to fit irregular pipe sections and negotiate bends. Contractor shall determine the minimum tube length necessary to effectively span the designated run. Contractor shall verify the lengths in the field prior to ordering or assembly and prior to impregnation of the tube with resin, to ensure that the tube will have sufficient length to extend the entire length required. Contractor shall also measure the inside diameter of the existing pipelines in the field prior to assembling liner so that the liner can be installed in a tight-fitted condition.
- D. The outside and/or inside layer of the fabric tube (before inversion/pull-in, as applicable) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate, if applicable, vacuum impregnation and monitoring of the resin saturation during the resin Impregnation (wet out) procedure.

- E. No material shall be included in the fabric tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be acceptable upon visual inspection as evident by color contrast between the tube fabric and the activated resin containing a colorant.
- F. The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made. The hue of the color shall be dark enough to distinguish a contrast between the fully resin saturated felt fabric and dry or resin lean areas.
- G. The final installed product shall be marked every 5 feet, or other approved interval, with the name of the manufacturer or CIPP lateral lining system, manufacturing lot and/or production footage on the inside of the cured liner.
- H. The minimum length of the fabric tube shall be that deemed necessary by the installer to effectively span the distance from the starting point of access in the pipe to the terminating location, whether a blind termination in the pipe at the main, or at a manhole or access point, plus that amount required for installation purposes.
- I. The nominal fabric tube wall thickness shall be constructed, as a minimum, to the nearest 0.5 mm increment, rounded up from the design thickness for that section of installed CIPP. Wall thickness transitions, in 0.5 mm increments or greater as appropriate, may be fabricated into the fabric tube between installation entrance and exit access points. The quantity of resin used in the impregnation shall be sufficient to fill all felt voids for the nominal felt thickness.
- J. The liner coating shall be compatible with the proposed resin system.
- K. The liner shall be constructed with transitions where applicable.

2.3 RESIN

- A. The resin shall be a corrosion resistant polyester or vinyl ester resin and catalyst system or epoxy and hardener system that, when properly cured within the tube composite, meets the requirements of ASTM F1216, ASTM F1743 or F2019, the physical properties herein, and those, which are to be utilized in the design of the CIPP for this project.
- B. The method of cure may either be from a manufacturer recommended heat source, light cure, or by ambient temperature.
- C. The resin to tube ratio, by volume, shall be furnished as recommended by the manufacturer.

2.4 STRUCTURAL REQUIREMENTS

- A. The physical properties and characteristics of the finished liner will vary considerably, depending on the types and mixing proportions of the materials used, and the degree of cure executed. It shall be the responsibility of Contractor to control these variables and to provide a CIPP lateral lining system which meets or exceeds the minimum properties specified herein.
- B. The CIPP wall thickness shall be designed per ASTM F1216. The CIPP design shall assume no bonding to the original pipe wall.
- C. The design Engineer shall set the long term (50 year extrapolated) Creep Retention Factor at 50% of the initial design flexural modulus as determined by ASTM D790 test method. This value shall be used unless Contractor submits long term test data (ASTM D2990) to substantiate a higher retention factor.

2.5 MINIMUM PHYSICAL PROPERTIES

- A. The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy and catalyst system that when properly cured meets the following minimum requirements:

1. Polyester System

Property	ASTM Test Method	Value
Flexural Strength	D790	4,500 psi
Flexural Modulus (Initial)	D790	250,000 psi
Flexural Modulus (50 yr)	D790	125,000 psi
Tensile Strength	D638	3,000 psi

2. Filled Polyester System

Property	ASTM Test Method	Value
Flexural Strength	D790	4,500 psi
Flexural Modulus (Initial)	D790	400,000 psi
Flexural Modulus (50 yr)	D790	200,000 psi
Tensile Strength	D638	3,000 psi

3. Vinyl Ester System

Property	ASTM Test Method	Value
Flexural Strength	D790	5,000 psi
Flexural Modulus (Initial)	D790	300,000 psi
Flexural Modulus (50 yr)	D790	150,000 psi
Tensile Strength	D638	4,000 psi

4. The long-term flexural modulus shall not exceed 50% of the short-term value for the resin system unless the tube contains reinforcements.

- B. The CIPP shall be designed assuming the following minimum design data, unless otherwise modified by Owner:

Factor of Safety	2
Soil Modulus	1,000 psi
Soil Density	120 pcf
Live Load	H ₂ O
Depth of Cover	As specified
Groundwater	At Grade
Ovality	2%

- C. The lateral lining system shall seal the annular space between the sewer main, CIPP, and lateral. Lateral grouting will not be acceptable.

PART 3 - EXECUTION

3.1 GENERAL

- A. Rehabilitation of lateral service lines shall be performed from the mainline without requiring access pits.
- B. Lateral CIPP shall be installed from the mainline to the house foundation wall, and the distance from the mainline to the house be pre-measured prior to installation.
- C. Notify Engineer of any laterals that are unsuitable for lining.

3.2 NOTIFICATION OF SEWER USERS

- A. Contractor shall contact each affected home or business and inform them of the work to be conducted and when the sanitary sewer will be off-line. Contractor shall also provide the following:

1. Written notice to be delivered to each home or business describing the work, schedule, how it affects them, and a local telephone number of Contractor they can call to discuss the project or any problems that could arise.
2. Personal contact and attempted written notice the day prior to the beginning of work being conducted on the section relative to the residents affected.
3. Personal contact with any home or business that cannot be reconnected within the time stated in the written notice.

3.3 PREPARATION

- A. Includes preparation, cleaning, inspection, sewage by-passing and public notification. Contractor shall clean the interior of the existing host pipe prior to installation of the CIPP liner. All debris and obstructions, that will affect the installation and the final CIPP product, shall be removed and disposed of. All preparation shall be in accordance with the Manufacturer's written installation procedures.
- B. The CIPP liner shall be constructed of materials and methods, that when installed, shall provide a jointless and continuous CIPP designed in accordance with ASTM F1216 Appendix X1.1.
- C. Contractor may utilize any of the existing manholes in the project area as installation access points.
- D. Pre-Cleaning CCTV –Contractor shall request utility locating (as required by Owner or local Government) to identify potential crossbore utilities within the proximity of the service lateral to be cleaned for rehabilitation, if applicable. Prior to cleaning, Contractor shall, to all extents possible, televise the service lateral to confirm that cleaning the lateral will not damage or breach a conflicting utility bored through the sewer lateral (such as natural gas or power) when the utility locate indicates a potential conflict.
- E. Cleaning of Pipelines - Contractor shall remove all internal debris from the pipeline that will interfere with the installation and the final product performance of the CIPP as required in these specifications. Contractor shall make use of commercially available industry standard cleaning equipment to prepare the pipe for lining. Solid debris and deposits shall be removed from the lateral system, if possible, and disposed of properly by Contractor. Precaution shall be taken by Contractor in the use of cleaning equipment to avoid damage to the existing pipe. If the pipe cannot be cleaned sufficiently using industry standard cleaning equipment, then additional cleaning will be considered changed conditions, as determined by Owner.
- F. Post-Cleaning CCTV – Upon completion of the cleaning, Contractor shall then perform a Post-Cleaning CCTV Inspection, which typically acts as the Pre-Lining CCTV Inspection.
- G. Existing Sewage Flows –Contractor shall provide flow diversion, bypass pumping or stoppage requirements to Owner, including notifying upstream users to temporarily stop using their water/wastewater lateral, during the installation of the lining system.
- H. Bypass Existing Sewage Flows - When circumstances require continuous service, for the flow of the service connection (such as medical facilities or laboratories), Contractor will install a temporary sewage by-pass lateral lining system, if required by Owner. Once the lining process has begun, existing sewage flows shall be maintained, until the resin/felt tube composite is fully cured, cooled down, fully televised and the installation is complete. Contractor shall coordinate sewer bypass and flow interruptions with Owner at least seven (7) days in advance, and with the property owners and businesses at least one (1) business day in advance. The pump and bypass lines shall be of adequate capacity and size to handle typical flows.
- I. Contractor shall perform post-cleaning video inspections of the pipelines. Only PACP certified personnel trained in locating breaks, obstacles, and service connections by closed circuit television shall perform the inspection. Contractor shall provide Owner a copy of the pre-cleaning and post-cleaning video and suitable log, and/or in digital format, for review prior to installation of the CIPP and for later reference by Owner, if specifically required by Owner.

- J. Line Obstructions - It shall be the responsibility of Contractor to clear the line of obstructions that will interfere with the installation and long-term performance of the CIPP. If pre-installation inspection reveals an obstruction, misalignment, broken or collapsed section or sag that was not identified during CCTV investigations and will prohibit proper installation of the CIPP, Contractor shall notify Engineer prior to mobilizing the lining and spot repair crew.
- K. Contractor shall be responsible for confirming the locations of all branch service connections prior to installing and curing the CIPP. If required in the contract documents, each connection will be dye tested to determine whether the connection is live or abandoned. In the event the status of a service connection cannot be adequately defined, Owner will make the final decision prior to installation and curing of the liner. Only service connections deemed "active" shall be lined by Contractor.
- L. The Contractor shall be allowed to use water from an Owner-approved fire hydrant in the project vicinity. Use of an approved double check backflow assembly shall be required, unless an open gap exists in the Contractor's equipment. Contractor shall provide his own approved assembly. Contractor shall pay current market price for all water usage, unless otherwise specified by the OWNER.

3.4 INSTALLATION

- A. The entire liner shall be wet-out using vacuum impregnation.
- B. The CIPP Liner shall be installed and cured in the host pipe per the manufacturer's specifications as described and submitted.
- C. CIPP installation shall be in accordance with the applicable ASTM standards.
- D. The CIPP may be installed from via carrier transported through the mainline to enable the lateral CIPP to be inverted up the lateral.
- E. The wet-out tube shall be positioned in the pipeline using the method specified by the manufacturer. Care should be exercised not to damage the tube as a result of installation.
- F. If required by the manufacturer, temperature gauges or sensors may be placed inside the host pipe to monitor the temperatures during the cure cycle. Liner and/or host pipe interface temperature shall be monitored and logged during curing of the liner.
- G. Curing shall be accomplished by utilizing the appropriate medium in accordance with the manufacturer's recommended cure schedule. The curing source or in and output temperatures shall be monitored and logged during the cure cycles if applicable. The manufacturer's recommended cure method and schedule shall be used for each line segment installed, and the liner wall thickness and the existing ground conditions with regard to temperature, moisture level, and thermal conductivity of soil, per ASTM as applicable, shall be taken into account by Contractor.
- H. Thermoset resins shall have a cool down period in accordance with manufacturer's recommendations and noted as part of the cure log.
- I. The manufacturer shall provide the method of sealing the CIPP ends and submit supporting documentation confirming the method will provide a long-term seal.

3.5 FINISH

- A. The installed CIPP shall be continuous over the specified length of the lateral section and be free from visual defects such as foreign inclusions, dry spots, pinholes, major wrinkles, and de-lamination.
- B. Any defect, which will or could affect the structural integrity or water-tightness of the CIPP shall be repaired at Contractor's expense.

- C. The beginning and end of the CIPP shall be sealed to the existing host pipe. The sealing material shall be compatible with the pipe end and shall provide a watertight seal.
- D. Branch lateral connections or any other pre-existing connection to the service lateral shall be reinstated by a remote controlled cutting device from within the pipeline.
- E. Cured samples of the CIPP will be required for testing to verify the flexural strength and modulus of the CIPP meet or exceed the specified values and those used in the design of the CIPP liner. Samples shall be acquired via manufacturer's recommendations or in accordance with ASTM F1216. The testing shall be performed by an independent 3rd party laboratory at Contractor's expense. Two samples from each material lot will be required. Each sample will be taken on a different production day.

END OF SECTION

SECTION 02769

BYPASS PUMPING

PART 1 GENERAL

1.1. SECTION INCLUDES

- A. Mobilization and demobilization.
- B. Nature and capacity of system to be bypassed.
- C. Flow bypass plan requirements.
- D. Backup and standby equipment requirements.
- E. Installation, operation, and removal of facilities.

1.2. RELATED SECTIONS

- A. Section 01010 – SUMMARY OF WORK
- B. Section 01340 – SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES
- C. Section 01500 – TEMPORARY FACILITIES
- D. Section 02766 –SEWER LINING (CURED-IN-PLACE)

1.3. REFERENCES

- A. None.

1.4. DEFINITIONS

- A. Bypass Pumping System - The bypass pumping system shall consist of all equipment, piping, valves, plugs, power supplies, and other appurtenances required to divert sewer flows from the interceptor or trunk sewer and tributary sewers. The bypass pumping system shall be comprised of primary (pumping) setups and secondary (pumping) setups in addition to all bypass piping necessary to complete the work.
- B. Bypass Piping - The bypass piping shall consist of the piping, valves, and other appurtenances including, but not limited to, air relief valves and dewatering connections. The bypass piping includes both the suction and discharge piping for each primary and secondary flow bypass setup. Butterfly valves shall not be used, only sluice or knife gate valves.
- C. Primary Setups - The primary setups are locations where flow is withdrawn from the trunk sewer. Contractor shall select appropriate location on the basis of proposed sewer rehabilitation or replacement approach. No claims shall be submitted for additional bypass piping.
- D. Secondary Setups - The secondary setups are the locations where flow is intercepted from tributary sewers before it enters the trunk sewer. The Contractor(s) is/are responsible for intercepting all flows as are necessary for the installation of sewer liners, sealing of sewer laterals, or open-cut replacement. The Contractor shall verify that the secondary setups will intercept and convey all tributary flow from the sections of sewer being rehabilitated or replaced. Any additional secondary setups deemed necessary will be provided at his cost. The secondary setups shall discharge into the bypass piping provided for the primary setup.

- E. Primary Pumps - The primary pump(s) are the mains pumps located at each primary and secondary setup. The primary pump(s) shall be capable of pumping the peak dry weather flow, be connected to the bypass piping, be isolated with valves, and be complete with power supplies.
- F. Backup Pumps - The backup pump(s) is/are located at each primary setup. The backup pump(s) shall be capable of pumping peak dry weather flow, be operational, be connected to the bypass piping, be isolated with valves, and be complete with power supplies. The backup pumps shall be capable of operating in parallel with the primary pump(s) to provide increased pumping capacity when flow exceeds capacity of primary pump(s).
- G. Standby Pump - The standby pump shall be located within 5 minutes of the project site. One standby pump shall be required for each primary setup and one for each pump size used in secondary setups. The standby pump(s) shall be capable of pumping the peak dry weather flow and be able to be connected to the bypass piping at each primary and secondary setup. The standby pump shall have the capacity of the largest pump at each location. If the standby pump is placed in operation, an additional standby pump shall be provided within four hours.
- H. Discharge Manhole - The discharge manholes are the locations where pumped flows exit the bypass piping and are reintroduced into the trunk sewer. There is one discharge manhole for each primary setup.
- I. Peak Flow - The peak flow that may occur in a sewer inclusive of surface runoff which is produced by precipitation. This value includes peak infiltration and sanitary flow plus snowmelt runoff.
- J. Excessive Sewer Surcharging – A water surface elevation at any location along the interceptor sewer that exceeds 5-feet above the sewer invert and/or causes backups into tributary sewers owned by Oneida County or any other public or private property and/or induces an overflow from the sanitary sewer system.

1.5. SUBMITTALS

A. Flow Bypass Plan

- 1. The Contractor shall submit to the Engineer plans and descriptions pertaining to the bypass pumping provisions to be taken by the Contractor regarding the handling of specified flow rates. No construction shall begin until all submittals have been reviewed by the Engineer and are determined to be complete.
- 2. The plan shall include, but not be limited to, details of the following:
 - a. A written description of the sewer bypass plan.
 - b. Quantity, capacity, and location of all pumping equipment.
 - c. Pump performance curves and head capacity curves demonstrating the capability to meet all required flows.
 - d. The size, type, and routing of all suction and discharge piping and the means of connecting the system.
 - e. Compliance with permits required by the NYSDEC, local municipalities, or the Owner.
 - f. Description of controls and emergency power source.
- 3. The Engineer's and Owner's receipt of flow bypass plan does not relieve Contractor for responsibility for means, methods, and sequences of construction, requirement to pump peak dryweather flows, and for safety.

1.6. PROJECT RECORDS

- A. The Contractor shall maintain records which indicate the following:
 - 1. Dates of installation and operation of primary and secondary setups.
 - 2. Maintenance schedules for each pump.
 - 3. Dates and times of any flow loss from the bypass pumping system.
 - 4. Dates and times of any backups of flow into private property, and contractor action with corrective actions taken.
 - 5. Date of any public complaints with corrective actions taken.

1.7. QUALITY CONTROL

- A. Certification - The Contractor and his subcontractors shall demonstrate to the Owner that he specializes in the design and operation of temporary bypass pump systems. The Contractor shall provide five references of bypass pumping projects of similar size and complexity performed within the past three years. Up-to-date contact individuals and telephone numbers shall be provided.

1.8. REGULATORY REQUIREMENTS

- A. Conform to regulatory agencies having jurisdiction over the work.

1.9. FIELD MEASUREMENTS

- A. Prior to start of construction, verify by field measurements that existing conditions are as shown on Drawings. Notify Engineer of differences.

1.10. COORDINATION

- A. Coordinate field work, including maintenance of traffic, access to private driveways, sidewalks, and emergency 911 service.
- B. Coordinate work with local utility companies (private and municipal) for location of existing utilities and protection thereof.
- C. Coordinate flow bypassing with Owner.
 - 1. The Contractor shall time the installation of the work around climatological conditions which ensure bypass pumping capacity or the capability of returning the sewer to service upon elevated flow conditions.
 - 2. The Contractor shall coordinate flow bypass operations on the interceptor or trunk sewer with any other contractors to ensure that sewer surcharging with bypass pumping operations is controlled.
 - 3. The Owner will acquire temporary rights of entry to all private property that must be crossed in accordance with provisions indicated in the contract plans. The Contractor will be required to restore all property to equal or better conditions at the conclusion of this project.

1.11. SCHEDULING

- A. The Contractor shall be responsible for the installation, operation, and removal of all flow bypass facilities and surface restoration within the contract period.

- B. The Contractor shall schedule his work to preclude the assembly or disassembly of the bypass pump system on private property between the hours of 6:00 p.m. to 8:00 a.m., except as allowed by the Owner and with the permission of the property owner.

PART 2 PRODUCTS

2.1. EQUIPMENT

- A. All pumps used shall be fully automatic self-priming units that do not require the use of foot valves or vacuum pumps in the priming system. The pumps may be electric, gasoline, or diesel powered. All pumps must be constructed to allow dry running for long periods of time to accommodate the cyclical nature of sanitarysewer discharges.
- B. The Contractor shall provide the necessary stop/start controls for each pump.
- C. Sewer plugs shall be pneumatic and shall be capable of accommodating the maximum allowable surcharge heads that may be experienced during the construction of this project. The plugs shall also be readily removed from the system during emergency shutdown of the system.

PART 3 EXECUTION

3.1. DESIGN REQUIREMENTS

A. Maintenance of Flow

- 1. Bypass pumping systems shall have sufficient capacity for peak flows.

The Contractor shall pump flows which occur during the installation of the work, or provide prompt removal of plugs on the trunk or interceptor sewer to allow gravity operation as may be required to prevent excessive sewer surcharging of adjacent sewers. Plugs must be removed on secondary bypass pump setups when the tributary flow reaches 90 percent of design capacity. If plugs are removed, the Contractor shall initiate dewatering of the bypass piping. No extra payment shall be associated with the decommissioning or restarting of the bypass pumping system.

- 2. The design of the bypass pumping system must allow for prompt dewatering of the system during periods of non-use or if leakage or freezing occurs.
- 3. The bypass pumping system will be capable of being operated 24 hours per day. The system shall be returned to gravity operation during periods when not necessary for the installation of the work.
- 4. The Contractor shall make all arrangements for bypass pumping during the time the trunk or interceptor sewer is shut down for any reason. System must overcome any existence force main pressure on discharge.
- 5. The bypass pumping system shall incorporate single or parallel force mains within the temporary or permanent easements provided by the Owner.
- 6. The Contractor is alerted to the fact that the interceptor or trunk sewer system is subject to varying infiltration and inflow rates. There may be periods when the flow rate on the trunk sewer and/or its tributaries exceeds the bypass pumping system capacity. The Contractor shall either size the bypass pumping system for these higher flow rates or decommission the bypass system and return the trunk sewer to gravity flow.

B. Noise Suppression

1. Temporary pumping systems shall be equipped with noise reduction features that limit the noise output to 65 dB within 50 feet of the equipment or to 60 dB at the nearest residence property line, whichever is less.
2. Contractor shall be responsible to implement additional sound reduction measures as directed by the Owner, including those specified to protect the interests of private property owners.

C. Siting of Facilities - Contractor shall conduct his operations within the temporary or permanent easements provided by the Owner.

3.2. PERFORMANCE REQUIREMENTS

- A. It is essential to the operation of the existing sewerage system that there be no interruption in the flow of sewage throughout the duration of the project. The Contractor shall provide, maintain, and operate all temporary facilities such as dams, plugs, pumping equipment, conduits, all necessary power, and all other labor and equipment necessary to intercept the sewage flow before it reaches the point where it would interfere with work; carry it past this work; and return it to the existing sewer system downstream of the work.
- B. The bypass system shall meet the requirements of all codes and regulatory agencies having jurisdiction.
- C. The Contractor will not be permitted to stop or impede the trunk or interceptor sewer flow under any circumstances without having the primary setups operational. The bypass pumping system shall be installed, tested, and ready to operate before any sewer rehabilitation or replacement is begun.
- D. The Contractor shall maintain sewer flow around the work area in a manner that will not cause excessive surcharge or damage to tributary sewers and that will protect public and private property from damage.
- E. The Contractor shall incorporate provisions to remove water from the primary bypass pumping system as appropriate to protect against freezing and damage.

3.3. FIELD QUALITY CONTROL AND MAINTENANCE

- A. Testing on Installation - The Contractor shall perform leakage and pressure tests of the bypass piping, using clean water prior to actual operation. The test pressures shall be 1.5 times the expected operating pressures. The Engineer will be given 24 hours' notice prior to testing. Documentation shall be provided to the Owner and Engineer.
- B. Testing Prior to Disassembly - Upon completion of the work within a particular flow bypass setup the Contractor shall flush the pipes with clean water and disinfect the system with chlorine prior to disassembly. A residual chlorine concentration of 20 mg/L must be maintained for one hour prior to final dewatering and disassembly.
- C. Routine Inspection and Maintenance
 1. The Contractor shall inspect all operable bypass pumping systems every two hours or more frequently to ensure their proper operation.
 2. The Contractor shall insure that the bypass pumping system is properly maintained.
- D. Extra Materials
 1. Spare parts for pumps and piping shall be kept on site as required.
 2. Adequate hoisting equipment for each pump and accessories shall be maintained on the site.

3.4. PREPARATION

A. Precautions

1. The Contractor is responsible for locating any existing utilities in the area selected for installation of the bypass pipelines. The Contractor shall minimize the disturbance to existing utilities and shall obtain approval from the Owner and Engineer for any relocation of the bypass pipeline. All costs associated with the relocation of utilities and obtaining of approvals shall be paid by the Contractor.
2. During all bypass pumping operations, the Contractor shall protect the bypass pumping facilities and existing collection system from damage inflicted by equipment. The Contractor shall be responsible for all intentional or accidental physical damage to the bypass pumping system caused by human or mechanical failure or interference.
3. During installation of the bypass pumping lines the Contractor shall make every effort to minimize the disruption of private property and the inconvenience for neighborhood residents. The Contractor shall protect all mature vegetation and structures or other obstacles in the path of the pipeline from damage through the use of shields and buffering devices. All private property that must be relocated to construct the work must be stored at a location acceptable to the property owner.

B. INSTALLATION AND REMOVAL

1. Plugging or blocking of sewage flows shall incorporate an appropriate plugging device. When plugging or blocking is no longer needed for performance and acceptance of work, it is to be removed in a manner that permits the sewage flow to slowly return to normal without surge, to prevent surcharging or causing other major disturbances downstream.
2. Bypass pumping setups must be flushed with clean water and disinfected prior to dewatering and disassembly. All rinse water shall be returned to the sewer system.

END OF SECTION

SECTION 03001

CONCRETE

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Equipment pads.
- B. Sidewalks and miscellaneous concrete.
- C. Formwork.
- D. Restrictions regarding embedments in concrete.
- E. Reinforcing steel bars and accessories.
- F. Concrete and grout mix.
- G. Concrete topping mix.
- H. Bonding agent.
- I. Concrete finishes.
- J. Concrete curing (seven-day wet cure).
- K. Grout to install dowels and bolts.
- L. Repair to new and existing concrete.
- M. Saw cutting concrete and repair to exposed steel reinforcement.
- N. Leak testing.
- O. Foundation dampproofing.
- P. Joint sealant.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

- A. American Concrete Institute (ACI)
 - 1. ACI 211.1 Selecting Proportions for Concrete.
 - 2. ACI 301 Specifications for Structural Concrete.
 - 3. ACI 304 Measuring, Mixing, Transporting and Placing Concrete.
 - 4. ACI 305 Hot Weather Concreting.
 - 5. ACI 306 Cold Weather Concreting.

6. ACI 308 Standard Practice for Curing Concrete.
7. ACI 309 Practice for Consolidation of Concrete.
8. ACI 315 Details and Detailing of Concrete Reinforcement.
9. ACI 315R Manual of Engineering and Placing Drawings for Reinforced Concrete Structures.
10. ACI 318 Building Code Requirements for Reinforced Concrete.
11. ACI 347 Recommended Practice for Concrete Formwork.

B. American Society for Testing and Materials (ASTM)

1. ASTM A615 Deformed and Plain Billet Steel Bars for Concrete Reinforcement.
2. ASTM C31 Making and Curing Concrete Test Specimens.
3. ASTM C33 Concrete Aggregates.
4. ASTM C39 Compressive Strength of Concrete Specimens.
5. ASTM C88 Soundness of Aggregates.
6. ASTM C9 Ready-Mixed Concrete.
7. ASTM C136 Sieve Analysis of Fine and Coarse Aggregates.
8. ASTM C143 Slump of Portland Cement Concrete.
9. ASTM C150 Portland Cement (Rev. B).
10. ASTM C231 Air Content of Freshly Mixed Concrete.
11. ASTM C494 Chemical Admixtures for Concrete.
12. ASTM C618 Fly Ash and Pozzolan for Use in Concrete.
13. ASTM C989 Iron Blastfurnace Slag for Use in Concrete.

1.3 SUBMITTALS

Submit shop drawings and catalog cuts for the following:

- A. Concrete Mix Design - Concrete mixes used on this project shall be either “field-proven mixes” or new custom “laboratory designed trial mixes.” Requirements for either option are as follows.

All data shall be dated within the last year. Partial submittal will not be reviewed.

1. List amount and sources of mix ingredients:
 - Cement
 - Fly ash
 - Fine aggregate
 - Coarse aggregate
 - Water
 - Admixtures (including superplasticizer)

2. Certified tests of fine and coarse aggregates meeting the requirements of Part 2.
 3. Certified statement from source of fine and coarse aggregates pertaining to history of alkali-aggregate reactivity or DOT confirmation that ASR issues are not evident at the aggregate source.
 4. Strength Test Reports - The average strengths as determined by laboratory designed trial mixes shall be higher than the required average compressive strengths (f'_{cr}) as per ACI 301, paragraph 4.2.3.3.
 5. Typed letter signed by officer of supplier stating that all ingredients for proposed mix(es) are identical and from the same source as ingredients used for concrete in provided test reports.
 6. Certified mill test of cement and fly ash or slag.
 7. One-page admixture catalog cuts.
- B. Submit one-page catalog cut for bonding agent.
- C. Submit one-page catalog cut for retarding admixture and surface-applied hot weather evaporation reducer.
- D. Submit catalog cuts for grout used to set equipment and chemical adhesive used to install dowels and bolts into concrete and masonry.
- E. Submit a written statement regarding CONTRACTOR's anticipated curing procedures.
- F. Reinforcing Steel - Submit shop drawings in accordance with ACI 301, ACI 315 and ACI 315R, as modified below.
1. Drawings shall be clearly drawn and show enough details to locate every bar without the need to refer to the Contract Drawings. All construction and control joints must be shown. Photocopies of Contract Drawings, in whole or in part, will not be acceptable.
 2. No fabrication shall commence until shop drawings are approved. All bars shall be shop fabricated.
- G. Submit catalog cut for joint sealant.
- H. Submit special requests for embedment of conduit, etc. Reference restrictions in PART 3 of this specification.
- 1.4 COORDINATION
- A. Coordinate all concrete placement with mechanical and electrical plans and specifications.
- 1.5 QUALITY ASSURANCE
- A. Bar Identification and Mill Test Reports - All steel shall have the manufacturer's mill marking rolled into the bar which shall indicate the producer, size, type, and grade.
- B. Concrete testing prior to placement.

PART 2 PRODUCTS

2.1 REINFORCING STEEL

- A. Deformed Reinforcing Steel - ASTM A615, Grade 60.
- B. "Dowel Bar Substitutes" by Richmond Screw Anchor Co., "Lenton Form Saver" by Erico Concrete Construction Products, or equal.

- C. Welded Wire Fabric - ASTM A185 or A497.

2.2 CONCRETE

- A. Concrete Classes and Their Use:

Mix A – All general uses

MIX	28-DAY COMPRESSIVE STRENGTH (PSI)	AGGREGATE SIZE PER ASTM C33	MINIMUM CEMENT CONTENT (LBS/CY)	MAXIMUM WATER/CEMENT RATIO (BY WEIGHT)
A	4,500	#57	575	0.42*

*W/C ratio calculations shall include weight of water in fine and coarse aggregates.

Provide 6 percent (± 1 percent) air-extrained concrete.

Slump shall not exceed 3 inches for flatwork.

Slump shall not exceed 4 inches for walls.

2.3 MATERIALS

- A. Cement shall be Portland Cement Type I or Type II and shall conform to ASTM Specification C-150.
- B. Pozzolans
- Fly ash shall conform to the requirements of ASTM C618 Class F except as modified below:
 - Loss of Ignition, Maximum - 5.0 percent.
 - Maximum Retained on #325 Sieve - 30 percent.
 - For ground iron blastfurnace slag concrete, the blastfurnace slag shall meet the requirements of ASTM C989. A blend of Portland cement and ground iron blastfurnace slag shall contain no more than 50 percent slag. The resulting blend of cementitious material shall meet the requirements of ASTM C595.
 - The ground iron blastfurnace slag material shall be specifically manufactured to produce higher concrete strengths and provide greater resistance to chloride penetration and sulfate attack.
- C. Aggregates
- Fine Aggregate (Sand)
 - Natural or manufactured siliceous sand.
 - Quantity of deleterious substances as approved by DOT or as limited by Table 1 of ASTM C33.
 - Graded within the limits of ASTM C33.
 - Coarse Aggregate
 - Crushed stone or crushed gravel.

- b. Quantity of deleterious substances as approved by DOT or as limited by Table 3 of ASTM C33 for Class 4S aggregates.
 - c. Graded within the limits of ASTM C33.
3. Five cycle soundness tests for fine and coarse aggregates shall meet the requirements of ASTM C33.

PERCENT LOSS

	MAGNESIUM SULFATE	SODIUM SULFATE
Fine Aggregate	15	10
Course Aggregate	18	12

4. Source of fine and coarse aggregates shall not have a history pertaining to alkali-aggregate reactivity. In the event that aggregate source with potential alkali-aggregate reactivity is unavoidable, at least two of the following measures shall be taken to minimize this reaction:
- a. Provide low alkali cement.
 - b. Use lithium-based additives.
 - c. Test aggregates to show non-reactive.
 - d. Use fly ash or slag.
- D. Mixing Water - Clear, potable, and free of deleterious substances. For cold weather concreting, mixing water shall be heated; for hot weather concreting, mixing water shall be cooled.

2.4 OTHER PRODUCTS

- A. General - Admixtures other than those specified may only be used after written approval by the ENGINEER.
- B. Admixtures shall be as manufactured by Master Builders Company, Ltd; W.R. Grace, Inc.; or equal.
- C. Water Reducing Admixture - All concrete shall contain a water reducing admixture that meets the requirements of ASTM C494 Type A (Water Reducing). This admixture shall not contain chlorides.
- D. Bonding Agent - For all equipment pads, and when placing freshly-mixed concrete against existing hardened concrete, use a corrosion inhibiting, non-vapor barrier, extended open time bonding compound. Use Sika "Armaterc 110 EpoCem," Sonneborn "Sonoprep," or equal.
- E. Non-Shrink Grout - shall be a fluid or flowable non-gas liberating cement base product which is manufactured premixed, requiring only the addition of water at the job site. All components shall be inorganic.
 - 1. Non-shrink grout shall have a minimum strength of 4,500 psi in 7 days for precision support of bases for smaller equipment of 10 HP or less.
 - 2. For precision support of equipment bases for larger horsepower equipment, and when stresses from vibrations are involved, use grout that will achieve 5,000 psi in 7 days and 7,000 psi in 28 days.
- F. Chemical Adhesive For Bolts and Dowels - Adhesive used to install bolts and dowels into concrete or masonry shall be a premeasured, two-part, self-mixing, cartridge type epoxy adhesive, such as "HY 150" or "HY 20" by Hilti, "EPCON System" by Ramset/Red Head, or equal.
- G. All framing connections for steel or aluminum members shall be a minimum of two bolts. Bolts into concrete and masonry shall not be closer than 6 inches on center.

- H. Waterstop material shall be PVC 6-inch x 3/8-inch ribbed center bulb waterstop No. CR-6380 by "Wirestop" of Paul Murphy Plastics Company; No. RB6-38 by "Vinylex;" No. 705 by "Greenstreak;" or equal.

For expansion joints, use PVC 9-inch by 3/8-inch ribbed center bulb waterstop.

- I. Where shown on the Drawings and where new concrete is cast against existing concrete, use a premolded 1-inch by 3/4-inch bentonite self-adhering waterstop strip which expands on contact with water. The bentonite waterstop material shall meet the requirements of ASTM D217. Waterstop shall be "Volclay RX" by American Colloid Company, "Vinylex Bluestop" by Vinylex Corporation, "Expaseal" by Vandex, or equal.
- J. After material sources have been established and approved, these sources shall not be changed for the duration of the project.
- K. Liquid curing compound has limited allowable usage on this project, where allowed (reference PART 3) use a polymer resin base which meets the requirements of ASTM C309, Type 1. Liquid curing compounds shall be Tamms Industries "Horn Cure 100," Anti-Hydro "Clear Cure," or equal.
- L. Bituminous wall dampproofing shall be a heavy duty fibrated asphalt emulsion per ASTM D1227, Type IV applied over an asphalt primer per ASTM D41.
- M. Expansion and isolation joint filler shall be closed cell superior grade polyethylene or non-extruding PVC, such as "Sonoflex F" by Sonneborn, "Rodofoam II" by W.R. Grace, or equal.
1. Joint fillers shall be held back for sealants.
 2. The joint filler shall be compatible as a back-up material, with regard to the sealant not bonding to or being stained by the backup.
- N. Sealant for expansion joints in structures designed for submerged conditions to either contain or hold out liquids including groundwater such as tankage, basements, flow channels, galleries, etc. shall be NSF-approved polyurethane material.
1. Use Sonneborn "Two Part," Tamms Industries "Hornflex," or equal.

PART 3 EXECUTION

3.1 FORMS

- A. Earth cut forms shall not be used; all footings, etc., shall be formed.
- B. CONTRACTOR is responsible for design of all forms for strength, integrity, and to produce the desired end result.

3.2 CONCRETE COVER

- A. Clear concrete cover shall conform to ACI 318. However, in no case shall the clear cover be less than 1-1/2 inches.
- B. Contrary to the practice permitted by CRSI, the use of brick or block supports for reinforcement shall not be permitted. Only special made wire bar supports shall be allowed.
- C. Light gage sheet metal plates shall be used under all bar supports bearing on grade to prevent settlement during construction activities.

3.3 CLEANING

- A. Prior to concrete deposition, reinforcing steel shall be free from mortar, mud, loose mill and rust scale, grease, oil or any other coatings, including ice, that would destroy or reduce bond with the concrete.

3.4 PREPARATION, MIXING, AND HANDLING OF CONCRETE

- A. Batch Plant Requirements - Measurement of materials at the batch plant shall be in accordance with ASTM C-94.
- B. Mixing Methods - All concrete shall be ready mixed to meet the requirements of ASTM C94.
 - 1. A written delivery slip or ticket prepared and signed by the plant operator shall be made out at the proportioning plant for each truck load batch. Each slip shall show the following information:
 - Truck number
 - Date and time truck is batched
 - Ticket number
 - Mix designation of concrete (per paragraph 2.2.A)
 - Cubic yards of concrete
 - Cement brand, type and weight in pounds
 - Weight in pounds of each size and type of aggregate
 - Admixtures, brand and weight in pounds and ounces
 - Moisture content of fine and coarse aggregates
 - Water added to the batch at the plant
 - Water added to the batch at the job site
 - 2. The driver shall record the number of gallons of water added at the job site. In no case shall the w/c ratio be exceeded.
 - 3. Any truck delivering concrete to the job site without a delivery slip will be rejected and shall immediately depart from the job site.
- C. Heating and Cooling of Materials - The batch plant shall be equipped to heat aggregates and water, or cool water with ice, and cool aggregates by shading and/or spraying with cool water to obtain acceptable concrete delivery temperatures in the range of 55 to 85 degrees F. Aggregates shall not contain ice or have frozen lumps nor shall they be heated to a temperature over 120 degrees F.

3.5 EMBEDMENTS IN CONCRETE

- A. Embed no pipes other than electrical conduit in structural concrete.
- B. Obtain approval from ENGINEER for any variation from the following requirements unless shown on the Drawings. Make request in writing accompanied by suitable sketch.
 - 1. Do not cut or displace any reinforcement.
 - 2. Do not place conduit between concrete surfaces and reinforcement.
 - 3. Restrict O.D. of conduit to 1/4 of slab thickness. Keep within middle half of that thickness.
 - 4. Place parallel conduits apart at least six times O.D. of conduit being used.
 - 5. Conduits that cross must be bent such that they cross between 45 and 90 degrees from each other.

6. Conduits that cross can touch each other, but no more than three conduits can cross at any given location.
7. Do not embed conduit in beams.

3.6 CONCRETE PLACEMENT

- A. The CONTRACTOR shall notify the ENGINEER a minimum of 48 hours in advance of placement to allow sufficient time for inspection and for any corrective measures which are subsequently required.
- B. Concrete shall be placed in accordance with ACI 304 and ACI 318.
- C. Concrete shall be placed and vibrated in lifts not exceeding 30 inches.
- D. Curing and protection of the concrete shall begin immediately after completion of the finishing operation.

3.7 CONCRETE EQUIPMENT PADS

- A. If sizes are not shown on the Drawings, provide concrete pads 6 inches wider than the equipment in all directions.
- B. Prior to placing concrete for equipment pads, use a bonding agent.
- C. The sides and top of the equipment pad shall be finished similar to a Type B troweled finish.

3.8 CURING

- A. All freshly placed concrete shall be protected from adverse weather elements, and from defacement. As soon as the concrete has been placed and horizontal top surfaces have received their required finish, provision shall be made for providing sufficient water for hydration and preventing loss of moisture from the concrete for at least a 7-day period.
- B. Slabs and Other Flatwork
 1. After finishing and immediately after the concrete surface has hardened enough to prevent dilution of the cement paste, spray the surface with water to provide continuous moist curing for at least the first 24 hours.
 2. After the initial 24-hour period, soak with water and cover for an additional six days with waterproof paper or white polyethylene blankets. Wet burlap coverings may be used if the burlap is kept wet by continuous sprinkling with water. Lap the cover material at least 12 inches, covering the top and sides of the concrete.
 3. If cover material is not used, the concrete surfaces shall be kept continuously wet by spraying or other approved methods.
- C. Interruptions, not to exceed a total of eight hours are permitted for the purpose of layout or other required construction needs as long as the surface is not allowed to completely dry. Intermittent spraying as frequently as every 20 to 30 minutes shall be anticipated.
- D. In cold weather conditions where heated enclosures are provided and continuous moist curing of walls and slabs is not practical, the water spray with tight polyethylene wrap shall be used. The concrete shall be re-moistened throughout the initial seven-day period as required to prevent drying.

3.9 SEALING OF CONCRETE

- A. The equipment pads shall be sealed as follows:

1. The first coating shall be applied as soon as possible after finishing and curing, and the second coating shall be applied near project completion after installation of all equipment and piping and after completion of other related construction activities.
2. Apply sealer in accordance with manufacturer's recommendations.

3.10 LEAKAGE TESTING

- A. Watertight Structures - Portions of structures, such as basements of buildings, "dry" wells of pump stations, or any such portion of a structure intended to be dry at all times, shall be watertight from any infiltrating groundwater or leakage from roof decks or adjoining tanks or channels. The CONTRACTOR shall repair leaks which appear during construction of the project or within the project guarantee period.
- B. Successful leak testing shall be completed before any surface treatment (including painting) is applied to the concrete. No testing shall be conducted when the following day is not a normal work day.
- C. Leak Test - After reservoirs, basins, tanks or other concrete structures which are to hold liquid have been completed and have gained sufficient structural strength, and before any backfilling takes place, they shall be tested by filling with water to the maximum level of water pressure to which they will be subjected.
 1. The rate of filling shall be such as to require at least 24 hours. Should leakage become evident at any point, or should the water level lower by more than 1/16-inch during a 24-hour period, the structure shall be emptied and the leaks repaired by an approved method.
- D. The same test procedure, as described above, shall be repeated until no leaks are observed, or until the observed water level does not lower by more than 1/16-inch within a 24-hour period. The CONTRACTOR shall furnish all water, labor and other materials, and shall perform the above described tests.
- E. Note - The above testing shall not be started until all related structural elements, such as tank roofs, equipment decks, etc. are in place and have gained full strength. No dampproofing shall be applied before testing is complete.

3.11 UNACCEPTABLE OR DEFECTIVE CONCRETE WORK

- A. Areas of concrete in which cracking, spalling, or other signs of deterioration develop during initial curing or thereafter until the end of the guarantee period shall be removed and replaced, or repaired in accordance with this Article.
 1. The CONTRACTOR may propose to use a specific method most suitable to the situation and have the method approved by the ENGINEER prior to repair. The CONTRACTOR shall submit manufacturer's product data sheets and recommended application procedures to the ENGINEER for approval.
- B. Random shrinkage or structural cracks shall be repaired utilizing a low viscosity, 100 percent solids, two component epoxy resin system. Remove all dust, debris or disintegrated material from crack or void by use of oil-free compressed air or vacuuming.
 1. Crack or void must be dry at time of application. Cracks saturated with oil or grease must be chipped out to unsaturated concrete. "Vee" out cracks in horizontal surfaces.
 2. Apply epoxy in accordance with manufacturer's recommendations.
 3. Where cracks extend through members and are accessible, seal bottom of crack which is to receive the epoxy.
 4. Epoxy resin system shall be Sika Chemical Corporation "Sikadur 35, Hi-Mod LV," Adhesive Engineering Company "concrete 1380," or equal.

- C. All spalled, weakened, damaged or disintegrated concrete shall be removed to sound concrete.
 - 1. For spalled areas involving depths generally less than 3 inches, utilize epoxy mortar for repair, Sika Chemical Corporation "Sikadur 22, Lo-Mod Mortar," Sonneborn Company "Epolith Patcher," or equal.
 - 2. Surface preparation, mixing, priming and application shall be in conformance with manufacturer's recommendations.

3.12 CONCRETE REPAIR

- A. Work Included - Furnish all materials, labor, tools, and equipment for the repair of spalls with varying depths.
- B. Quality Assurance
 - 1. Manufacturing Qualifications - The manufacturer of the specified product shall have in existence, for a minimum of five years, a program of training, certifying, and technically supporting an Approved Contractor Program with annual re-certification of its participants.
 - 2. Contractor Qualifications - Contractors shall be an approved CONTRACTOR of the manufacturer of the specified product, who has completed a program of instruction in the use of the specified repair material, and provide a notarized certification from the manufacturer attesting to their approved CONTRACTOR status.
- C. Delivery, Storage, and Handling
 - 1. Deliver the specified product in original, unopened containers with the manufacturer's name, labels, product identification, and batch numbers.
 - 2. Store and condition the specified product as recommended by the manufacturer.
- D. Environmental Conditions - Do not apply material if it is raining or snowing or if they appear to be imminent.
- E. Surface Preparation
 - 1. The surface must be mechanically prepared. Areas to be repaired must be clean, sound and free of contaminants. All loose and deteriorated concrete shall be removed by mechanical means approved by the ENGINEER. Chip concrete substrate to obtain a surface profile of (-1/16 inch to -1/8 inch) in depth with a new fractured aggregate surface. Be sure the area to be repaired is not less than 1/8 inch to 1/2 inch. Where reinforcing steel with active corrosion is encountered, the following procedures will be used: sandblast reinforcing steel to remove all contaminants and rust. Determine section loss, splice where more than 15 to 20 percent loss as directed by the ENGINEER. If half of the diameter of the rebar is exposed, chip out behind the reinforcing steel, 1/2 inch minimum.
 - 2. Cracks in the substrate in the area of the patching or overlay work must be treated as directed by the ENGINEER.
- F. Repair Material
 - 1. Apply an anti-corrosion coating to all exposed rebar. Use patching mortar. Coating shall be by Sika, Tamms Industries, or equal.
 - 2. Substitutions - The use of other than the specified product will be considered providing the CONTRACTOR requests its use in writing to the ENGINEER. This request shall be accompanied by: (a) A certificate of compliance from an approved independent testing laboratory that the proposed substitute product meets or exceeds the performance criteria as stated by Sika Corporation, tested in accordance with the same test standards; and (b) Documented proof that the proposed substitute product has a five-year

proven record of performance of patching or overlaying, confirmed by actual field tests and five successful installations that the ENGINEER can investigate.

G. Repair at Saw Cuts to Concrete - After saw cutting concrete, repair exposed rebar as follows:

1. Chip back concrete around rebar end with maximum 20 pound chipping hammer.
2. Cut off exposed rebar minimum 1-1/2 inches past concrete surface.
3. Coat area with bonding agent and patch hole with non-shrink grout.

END OF SECTION